

Property Owners Insurance Ireland

POLICY DOCUMENT

www.ecclesiastical.ie

 ecclesiastical

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Introduction

Thank you for choosing Ecclesiastical

We specialise in insurance for property owners and investors, charities, educational establishments, heritage properties, faith and home insurance, alongside a range of other insurance and financial services products.

Policy information

The policy is divided into a number of sections. Your schedule will show which sections are in force and for how much you are insured.

Please read the policy and schedule carefully. If you have any queries or wish to change your cover, contact your insurance intermediary.

We will send you an updated schedule whenever the cover is changed and at each annual renewal date. The most recent schedule will provide the details of your current cover. Please retain this with your policy booklet, together with any special notices we send you about the policy.

Please also retain all other schedules so you may check what cover applied on any specific date should you need to do so.

If your needs change, please tell your insurance intermediary.

Data Privacy Notice

Your privacy is important to us. We will process your personal data in accordance with data protection laws.

Ecclesiastical Insurance Office plc ("**we**", "**us**", "**our**") is the data controller in respect of any personal data which you provide to us or which we hold about you and any personal data which is processed in connection with the services we provide to you.

Where you provide us with personal data about a person other than yourself (such as a dependant or named person under a policy), you must inform them that you are providing their personal data to us and refer them to this notice.

To provide our insurance related services, we will collect and process your personal data such as your name, contact details, financial information and any information which is relevant to the insurance policy we are providing. In order to provide your insurance policy or when making a claim, we may also need to collect or process 'special categories of personal data' such as information relating to your health. We may also collect and process information which is likely to reveal your religious beliefs where you have manifestly made that information public or by communicating with us using a title or honorific which indicates a religious belief. We may also collect data relating to any previous unspent criminal convictions that you may have where that data is necessary to facilitate the provision of insurance services in connection with you, or related activities.

We process your personal data and your special category personal data relating to health and religious affiliation for the purposes of offering and carrying out insurance related services to you or to an organisation or other persons which you represent. Your personal data is also used for business purposes such as fraud prevention, business management, systems development and carrying out statistical and strategic analysis.

Providing our services will involve sharing your personal data with, and obtaining information about you from, our group companies and third parties such as brokers, loss adjusters, credit reference agencies, fraud prevention agencies, our service providers and professional advisors or business partners and our regulators.

In some circumstances we may transfer your personal data to countries outside of the European Economic Area. We will put appropriate safeguards in place to ensure that your personal data is protected.

Where we have your consent, we may market our services to you or provide your personal data to our related companies or business partners for marketing purposes. You can opt out of marketing communications at any time by contacting us.

Fraud Prevention

We need to carry out fraud and anti-money laundering checks, and this will involve sharing your personal data (such as your name, contact details and financial information) with credit reference and fraud prevention organisations. If you make a claim, we will share your information (where necessary) with other companies to prevent fraud. For the purposes of deciding whether to accept and pay a claim or any part of it, we may appoint loss adjusters or external investigation services to act on our behalf.

We may also use information from other sources such as the Companies Registration Office, Financial Credit Agencies and Insurance Link (a central claims database for the insurance industry) to obtain additional details and to independently verify information you have provided to us. You can find more information about Insurance Link at www.inslink.ie.

If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information.

Please note that when carrying out any fraud prevention activities, we may need to process your special categories of data such as criminal offence information and share it with fraud prevention agencies.

Further Information

For further information on how your personal data is used and your rights in relation to your personal data please refer to our Privacy Policy at www.ecclesiastical.ie/privacy-policy or contact our Compliance Associate, by post at Ecclesiastical Insurance Office plc, 2nd Floor, Block F2, EastPoint, Dublin 3, D03 T6P8, or by telephone on **01 619 0300** or by email at compliance@ecclesiastical.com.

Claims enquiries

For claims other than Legal expenses claims - If you wish to report a new claim or discuss an existing claim during office hours (Monday to Friday 9am to 5pm) please call

01 619 0300

Outside of business hours please call

01 619 0325

For Legal expenses claims call ARAG

01 670 7470

For all claims

The action to be taken by the policyholder in the event of any incident which may give rise to a claim is shown in the Claims conditions.

Helpline services

In the event of a problem, you can obtain help from any of the following helpline services.

Please make sure that you are able to give your policy number shown on your policy schedule.

The following are provided by ARAG Legal Protection Limited (ARAG).

To help them check and improve their services all calls (except those relating to counselling) may be recorded.

ARAG will not accept responsibility if the Helpline Services fail for reasons they cannot control.

Please note that charges for Lo-call numbers may vary if you call from a mobile phone.

Business assistance

01 881 8010 or **091 545 928**

This helpline is available 24 hours a day, 365 days a year.

In the event of an unforeseen emergency affecting your premises which causes damage or potential danger ARAG will contact a suitable repairer or contractor and arrange assistance on your behalf.

You are responsible for paying contractors' fees, but if the damage is covered under your policy you will be able to submit a claim in the normal way.

Eurolaw commercial legal advice

0818 670 747

ARAG can provide confidential legal advice over the phone on any commercial legal problem affecting you, under the laws of the Republic of Ireland, any European Union country, the United Kingdom of Great Britain and Northern Ireland, the Isle of Man, the Channel Islands, Switzerland and Norway. Wherever possible the commercial legal advice helpline aims to provide immediate advice from a qualified legal advisor. However if this is not possible they will arrange a call back at a time to suit you.

Legal advisors can provide advice on the laws of the Republic of Ireland 24 hours a day, 7 days a week, 365 days a year. Where advice is sought in an area of law beyond this jurisdiction or in respect of very specialist matters, ARAG will refer you to specialist advisors. This will include European law and certain areas of law for Scotland and Northern Ireland.

Specialist advice is provided 9am - 5pm, Monday to Friday, excluding public and bank holidays. If calls are made outside these times, ARAG will call you back.

Counselling

1800 670 407

This helpline is available 24 hours a day, 365 days a year.

ARAG can provide all your employees (including any member of their immediate family who permanently live with them) with a confidential counselling service over the telephone, if they are aged 18 years or over (or aged between 16 and 18 in full time employment), including where appropriate, onward referral to relevant voluntary and/or professional services. Any costs arising from the use of these referral services will not be paid by ARAG.

Health and medical information services

0818 254 164

Health and medical information is provided by qualified nurses 9am - 5pm, Monday to Friday, excluding public and bank holidays. If you call outside these times, a message will be taken and a return call arranged within the operating hours.

ARAG will give an insured person 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.

Information services

Provided by ARAG Legal Protection Limited (ARAG).

Employment manual

The ARAG Employment manual provides up to date guidance on employment law.

To view the Employment manual please visit the ARAG website at

www.arag.ie

You can print any part of this document for your own use.

General definitions

Each time the following appear in bold italic type (or in capital letters in the schedule) they will take the meaning shown below unless specifically defined in a policy section

If they are not highlighted the everyday meaning will apply

Asbestos

means asbestos asbestos fibres or any derivatives of asbestos including any product containing any asbestos asbestos fibres or any derivatives of asbestos

Business

means **your** activities as a property owner

Company/we/our/us

means Ecclesiastical Insurance Office plc

Condition precedent to liability

means a condition of this policy where non-compliance (provided that such non-compliance is material to the loss) shall mean the claim will not be paid and any payment on account of the claim already made by **us** shall be repaid to **us**

Damage

means physical loss destruction or damage

Excess

means the first amount of each and every loss (after applying any adjustment for underinsurance) up to the amount set out in the schedule to this policy relevant to that loss

Geographical limits

means Republic of Ireland Northern Ireland England Scotland Wales the Channel Islands and the Isle of Man

Insured/you/your

means the Insured shown in the schedule

Premises

means that part of the buildings and grounds at the addresses shown in the schedule owned or managed by **you** in connection with the **business**

Unoccupied

means vacant untenanted unfurnished or no longer in active use for a period exceeding 30 consecutive days

Vermin

means any wild animals birds and insects (whether they have protected status or not) that are known to cause **damage** or carry disease

Insuring clause

This policy document and the schedule including all clauses applied to the policy shall together form the policy and be considered as one document

In consideration of payment of the premium **we** will provide insurance against loss destruction damage injury or liability (as described in and subject to the terms conditions limits and exclusions of this policy or any section of this policy) occurring or arising in connection with **your business** during the period of insurance or any subsequent period for which **we** agree to accept a renewal premium

Insurance Act 1936

All moneys which become payable by the **Company** under the policy shall in accordance with Section 93 of the Insurance Act 1936 be payable and paid in the Republic of Ireland

Stamp Duty

The appropriate stamp duty has been or will be paid to the Revenue Commissioners in accordance with Schedule 1 of the Stamp Duties Consolidation Act 1999

General exclusions

This policy does not cover the following

1 Excess

Any **excess**

2 Other insurances

Property more specifically insured under another policy

3 Radioactive contamination

Loss damage liability or expense directly or indirectly caused by or contributed to by or arising from

- (a) ionising radiation from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- (b) the radioactive toxic explosive or other hazardous or contaminating properties of any nuclear installation reactor or other nuclear assembly or nuclear component thereof
- (c) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
- (d) the radioactive toxic explosive or other hazardous or contaminating properties of any radioactive matter
Part (d) does not extend to radioactive isotopes other than nuclear fuel or nuclear waste when such isotopes are on the property insured and are being prepared stored or used in the normal course of operations by **you** for the commercial agricultural medical scientific or other similar peaceful purposes for which they were intended
- (e) any chemical biological bio-chemical or electromagnetic weapon

However this exclusion does not apply to losses arising from naturally occurring radioactive gases released from the earth such as Radon

4 War risks

Loss or damage directly or indirectly occasioned by happening through or in consequence of war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power

5 Terrorism

Definition specific to this exclusion

Act of terrorism

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

Any loss damage cost or expense directly or indirectly caused by contributed to by resulting from or arising out of or in connection with any **act of terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss

This insurance also excludes loss damage cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with any action taken in controlling preventing suppressing or in any way relating to any **act of terrorism**

If **we** allege that by reason of this exclusion any loss damage cost or expense is not covered by this policy the burden of proving the contrary shall be upon **you**

6 Date recognition

Definitions specific to this exclusion

Computer

means computer or other equipment media or system (or any part of them) for processing storing or retrieving data to include without limitation any microchip integrated circuit or similar device or any computer software

Insurable event

means any of the insurable events specified in any section(s) of this policy insuring property excepting

- (a) the Equipment breakdown section
- (b) accidental loss destruction or damage
and
- (c) causes excluded from these insurable events

Any claim directly or indirectly arising from the failure or possible failure of any **computer**

- (a) to correctly recognise any date as its true calendar date
- (b) to save and/or correctly interpret or process any data or command as a result of treating any date other than its true calendar date
- (c) to save or correctly process any data on or after any date

but this shall not exclude subsequent **damage** or consequential loss not otherwise excluded which itself results from an **insurable event**

This exclusion does not apply to the Liabilities section

7 Infectious and communicable diseases

Definition specific to this exclusion

Infectious or communicable disease

means any disease pandemic or epidemic including but not limited to any virus bacterium parasite other organism or infectious matter any mutation or variation to any of the above whether living or dead natural or artificial officially declared an epidemic or pandemic or not transmitted by any direct or indirect means (whether asymptomatic or not)

This policy does not cover loss damage liability cost expense or any other sum of whatsoever nature directly or indirectly caused by resulting from arising out of or related to or contributed to by

- (a) any **infectious or communicable disease** including but not limited to
 - (i) the fear of a threat (whether actual or perceived) from an **infectious or communicable disease**
 - (ii) contamination or fear of contamination (whether actual or perceived) of property by an **infectious or communicable disease**

but this shall not exclude direct physical loss or physical damage to insured property at the **premises** occurring during the **period of insurance** resulting directly or indirectly from or caused by a peril otherwise insured by this policy

- (b) any action taken or failure to take action to prevent control or respond to any **infectious or communicable disease**

Provided that

- (a) this exclusion applies regardless of any concurrent or contributory cause or event or occurrence in any sequence with any other cause or event
- (b) in the event of any conflict between this exclusion and any other provision of this policy this exclusion shall always apply and take precedence over any such other provision
- (c) where **we** apply this exclusion the burden of proving the contrary rests with the **insured**
- (d) this exclusion applies to all cover sections of this policy except those covers (where available and insured by this policy) noted below
 - (i) Employers' liability
 - (ii) Public liability
 - (iii) Legal expenses

General conditions

1 Misrepresentation

You must ensure that **you** answer all questions asked by **us** honestly and with reasonable care

If **you** fraudulently give **us** incorrect information **we** may void the policy and retain any premiums paid

If **you** negligently give **us** incorrect information **we** may

- (a) void the policy and refund to **you** any premium paid if **we** would not have entered into this policy on any terms had correct information been given
- (b) proportionately reduce the amount to be paid on any claim if **we** would have entered into this policy on the same terms but for a higher premium
The reduction in claim payment will represent the percentage difference between the premium **you** have paid and the premium **we** would have charged **you** had the correct information been given
- (c) impose additional terms on this policy if **we** would have entered into this policy on such additional terms but at the same premium had the correct information been given
We may apply these additional terms to **your** policy with effect from inception

2 Reasonable care

It is a **condition precedent to liability** that **you** shall

- (a) take all reasonable precautions to prevent **damage** accident illness and disease
- (b) exercise reasonable care in seeing that all statutory and other obligations and regulations are observed and complied with
- (c) maintain the **premises** works machinery and plant in sound condition

3 Alteration of risk

If after the start of this insurance there is a change to the property insured or **your business** which materially increases the risk of **damage** accident or liability **you** must tell **us** as soon as is reasonably possible

This includes

- (a) a change in use of the **premises**
- (b) the **premises** undergoing alterations or repairs where the contract value exceeds €100,000
- (c) where **your** interest ceases except by will or operation of law
- (d) where an administrator or a liquidator or receiver is appointed or where **you** enter into a voluntary arrangement

We will then be entitled to cancel the policy from the date of the alteration or impose special terms or charge an additional premium

Additional requirements apply under the 'Unoccupied buildings' policy condition

4 Multiple insurances

(a) All sections except those detailed separately below

If at the time any claim arises under this policy there is any other insurance in force whether effected by **you** or not covering the same **damage** loss expense or liability **we** shall not be liable for more than **our** rateable proportion

If such other insurance is subject to any condition of underinsurance this policy if not already subject to any condition of underinsurance shall be subject to that condition of underinsurance in like manner

(b) Equipment breakdown and Liabilities sections

If at the time of any claim arising under this policy **you** are or would but for the existence of this policy be entitled to indemnity under any other policy or policies **we** shall not be liable except in respect of any additional amount beyond the amount which would have been payable under such other policy or policies had this insurance not been effected

5 Fraudulent claims

If a claim made by **you** or anyone acting on **your** behalf or any other person claiming to obtain benefit under this policy is fraudulent or exaggerated whether ultimately material or not or if any **damage** is caused by **your** wilful act or with **your** connivance **we** may at **our** option

- (a) repudiate the claim
- (b) recover any payments already made by **us** in respect of the claim
- (c) cancel the policy from the date of the fraudulent act and refund the premium due for the unexpired period of insurance from the date of cancellation up to the renewal date

If **we** cancel the policy **we** will notify **you** in writing by sending seven days notice by registered post to **your** last known address

6 Unoccupied buildings

It is a **condition precedent to liability** that

- (a) when a building or part of a building insured by this policy becomes **unoccupied** or when an **unoccupied** building or part of a building is again occupied **you** must tell **us** as soon as is reasonably possible

Upon any alteration as described above **we** may at **our** option

- (i) amend the terms and conditions that apply to such buildings and their contents and charge an additional premium
 - (ii) cancel the cover for any affected buildings and their contents
 - (iii) cancel the policy in accordance with the Cancellation condition
- (b) in respect of any building or part of a building which becomes **unoccupied**
 - (1) **you** must turn off electricity gas and water supplies at the mains and drain down all water systems other than those required to maintain intruder alarm fire alarm and sprinkler installations or other fire suppression security or other risk protection systems or devices
 - (2) **you** must remove all waste and unfixed combustible materials both internally and externally from such buildings
 - (3) **you** must maintain in full and efficient working order and keep operational all alarms sprinkler installations fire suppression systems locks and all other protective and security devices including perimeter security protection at the **premises**
 - (4) where there is a sprinkler installation **you** must maintain the central heating system to prevent freezing and
 - (i) the system must be inspected and tested to ensure it is operating correctly whenever such buildings are inspected
 - (ii) the temperature throughout the building must be maintained at not less than 7 degrees Centigrade (45 degrees Fahrenheit)
 - (iii) the system must be serviced and maintained at least annually by an appropriately qualified engineer
 - (5) **you** must undertake an internal and external inspection of such buildings at least every 7 days and rectify as soon as is reasonably possible any defects in the fabric of the building or the security or fire protection installations

A record of inspections including remedy of any defects must be maintained

- (6) **you** must permanently seal shut the letterbox
Where the letterbox cannot be sealed shut **you** must fit a metal box or cage to the inside of the letterbox aperture and remove the post from it whenever such buildings are inspected
- (7) **you** must tell **us** as soon as is reasonably possible if such buildings are to be occupied by contractors for any alterations renovations conversions or repairs
- (8) in addition to the Claims condition that requires **you** to tell **us** immediately **you** become aware of any incident that may result in a claim **you** must also tell **us** immediately **you** become aware of any illegal entry to the **premises** whether or not any **damage** has occurred
- (9) **you** must review and update **your** risk assessment (including the fire risk assessment) of such buildings to reflect the change in risk

Unless otherwise agreed by **us** in writing

7 Security

It is a **condition precedent to liability** for **damage** at or to the **premises** caused by theft or attempted theft that all locks bolts and other protective devices fitted to the **premises** be put into full use whenever the **premises** are closed for business and are not attended by **you** or an authorised person for the purpose of the **business**

Where the **premises** are occupied by **you** for **business** and residential purposes

- (a) The **business** portion must be secured as outlined above outside of working hours of the **business**
- (b) The residential portion must be secured as outlined above when this portion is unattended by **you** or **your** family or other authorised persons

This condition does not apply to any premises that is a block of apartments

Any additional security conditions that apply will be detailed on **your** policy schedule if applicable

8 Fire extinguishing appliances

The schedule will show if this condition applies

Where **you** are entitled to a discount for Fire Extinguishing Appliances **you** must have all such appliances inspected and maintained under a service contract at least annually with a specialist contractor or otherwise competent person

9 Fire alarm installations

The schedule will show if this condition applies

It is a **condition precedent to liability** that where any **premises** is protected by an automatic fire alarm installation that

- (a) the installation (including any automatic alarm signalling) shall be maintained in full and efficient working order at all times and all reasonable steps taken to prevent damage to the installation
- (b) an undertaking shall be in force with engineers who are registered with the National Standards Authority of Ireland (NSAI) (or engineers as otherwise accepted by **us**) to maintain the automatic fire alarm installation in accordance with IS3218 and written confirmation shall be obtained from them that the installation is in satisfactory working order following each inspection
- (c) the testing servicing and maintenance requirements specified by the manufacturer of the equipment/installing engineers shall be carried out and any defect revealed by the testing promptly rectified
- (d) immediate notice shall be given to **us** if the level of response to the automatic fire alarm has been or will be reduced or delayed
- (e) where there is an external alarm signal **you** shall appoint at least two keyholders and lodge written details (which must be kept up to date) with the alarm receiving centre

- (f) in the event of notification of any activation or alarm fault of the automatic fire alarm a keyholder shall attend the **premises** as soon as possible
- (g) immediate notice shall be given to **us** of any disconnection or failure of the automatic fire alarm installation (including any automatic alarm signalling) and any precautions **we** instruct **you** to take shall be acted upon
- (h) advance notice is given to **us** if it is proposed that any part of the
 - (1) installation (including any automatic alarm signalling) is to be extended altered repaired or rendered inoperative
 - (2) **premises** is to be extended or altered and obtain **our** prior written agreement
- (i) records of all alarm faults disconnections tests and maintenance visits are kept and made available when required to **our** representatives
- (j) **our** access to the **premises** is permitted at all reasonable times for the purpose of inspecting and witnessing the testing of the installation

Unless otherwise agreed by **us** in writing

10 Intruder alarms

The schedule will show if this condition applies

Definitions specific to this condition

Intruder alarm system

means the component parts of the intruder alarm system including the means of communication used to transmit signals

Keyholder(s)

means **you** or any person or keyholding company authorised by **you** who is available at all times to accept notification of faults or alarm signals relating to the **intruder alarm system** and attend and allow access to the **premises**

It is a **condition precedent to liability** that where any **premises** is protected by an **intruder alarm system** that

- (a) the **intruder alarm system** shall be installed in accordance with the specification agreed in writing by **us** and no alteration or variation of the system or any structural alteration to the **premises** which would affect the system shall be made without **our** written consent
- (b) the **intruder alarm system** shall be maintained in full and efficient working order at all times and be serviced under a maintenance contract approved by **us** and immediate notice of any apparent defect in the **intruder alarm system** or its signalling shall be given to the maintenance contractor
- (c) the **intruder alarm system** shall be set whenever the alarmed portion of the **premises** is closed for business and is not attended by **you** or any person authorised by **you** to be responsible for the security of the **premises** provided that any detection devices and their circuits connected for continuous protection shall be fully operative at all times
- (d) all keys including duplicate keys and notes of combination locks/electronic pass codes letters and numbers relative to the **intruder alarm system** shall be removed from the buildings of the **premises** whenever they are closed for business and are left unattended provided that at such times if part of the **premises** is occupied residentially by **you** or an authorised employee the said keys shall be removed from the business portion of the **premises** to the part occupied residentially
- (e) immediate advice shall be given to **us** of any notice from the Gardaí or a security organisation that **intruder alarm system** signals may be or will be disregarded
- (f) **you** shall appoint at least two **keyholders** and lodge written details (which must be kept up to date) with the alarm or monitoring company

- (g) in the event of notification of any activation of the **intruder alarm system** or interruption of the means of communication during any period that the **intruder alarm system** is set a **keyholder** shall attend the **premises** as soon as reasonably possible

Unless otherwise agreed by **us** in writing

11 Arbitration

If any difference shall arise under this policy such difference shall be referred to an Arbitrator to be appointed by the parties in accordance with the statutory provisions in force at the time

Where any difference is by this condition to be referred to arbitration the making of an award shall be a condition precedent to any right of action against **us**

Claims not referred to arbitration within 12 calendar months from the date of disclaimer of liability shall be deemed to have been abandoned

12 Cancellation

(a) Your right to cancel in the cooling-off period

You have 14 working days from receiving the policy to write to the sender confirming that **you** do not wish to continue

No charge will be made and any premium **you** have already paid will be refunded

(b) Your right to cancel after the cooling-off period

If **you** do not cancel the policy within the 14 day cooling-off period mentioned above the policy is in force and **you** are committed to pay the premium

However **you** can still cancel the policy providing **you** give **us** notice in writing

As long as **you** have not made a claim **you** will receive a refund of the part of **your** premium which covers the cancelled period providing this exceeds €30

If **you** have made a claim then the full annual premium is due

(c) Our right to cancel

(1) Non-payment of premium

(i) If you do not pay your premium by instalments

Unless otherwise agreed with **us we** will not provide cover under this policy unless **you** pay the premium by the due date

If **you** do not pay the premium by the due date **we** will send notice of the outstanding premium to **you** and give **you** a further period of at least 14 working days from the due date in which to pay the outstanding amount

If payment is still not received in the timescale **we** have advised the policy is cancelled from the outset

(ii) If you pay your premium by instalments

Unless otherwise agreed with **us we** will not provide cover under this policy unless **you** pay the first instalment of premium when requested

If the first instalment of premium is not received the policy is cancelled from the outset

If **you** pay the first instalment of premium but default on any subsequent instalments **we** may cancel the policy with effect from the date the first outstanding instalment was due by notifying **you** in writing

If **your** instalment plan is provided by **us we** will send notice of any outstanding instalment to **you** and advise the date when **we** will re-present **our** payment request to the bank

This will not be less than 14 days from the date on which **our** payment request was originally presented

We will not cancel the policy for failure to pay the premium or any instalment of premium if such failure is due to error on **our** part or on the part of **your** insurance intermediary bank or building society

(2) Other cancellation rights

In addition to **our** rights under

- (i) Non-payment of premium above and
- (ii) Policy voidable Alteration of risk and Fraudulent claims conditions

we have the right to cancel **your** policy at any time by giving **you** at least 14 working days' notice in writing sent by Registered post to **your** last known address where **we** have a valid reason for doing so

Our cancellation letter will set out the reason why **we** are cancelling **your** policy

Valid reasons for cancelling **your** policy may include but are not limited to

- (a) circumstances which are outside **our** reasonable control for example
 - where the law requires that **we** cancel **your** policy
 - where the continuation of **your** policy would result in **us** breaching any applicable law or regulation that applies to **your** policy
- (b) **you** receiving a criminal conviction which results in a custodial sentence

If **we** cancel **your** policy for a valid reason in accordance with **our** rights under (2) above and **you** do not pay **your** premium by instalments **we** will refund the part of **your** premium which relates to the period remaining under **your** policy which has been cancelled by **us**

13 Sanctions

We shall not provide any cover under this policy or be liable to pay any claim or provide any benefit to the extent that the provision of such cover payment of such claim or provision of such benefit would expose **us** to any sanction prohibition or restriction under United Nations resolutions or the trade or economic sanctions laws or regulations of the European Union the United Kingdom of Great Britain and Northern Ireland the Channel Islands the Isle of Man or the United States of America

If any such sanction prohibition or restriction takes effect during the period of insurance **you** or **we** may cancel that part of this policy which is affected with immediate effect by giving such notice in writing

In such circumstances **we** shall return a proportionate premium for the unexpired period of cover provided no claims have been paid or are outstanding

14 Assignment

You shall not assign any of the rights or benefits under this policy or any section of this policy without **our** prior written consent

We will not be bound to accept or be affected by any notice of trust charge lien purported assignment or other dealing with or relating to this policy or any section of this policy

15 Law applicable

This policy shall be governed by and construed in accordance with the law of the Republic of Ireland

16 Changes to premium

If **you** make a change in the policy cover and this results in a charge or a refund for the period up to the renewal date of the policy then such charge or refund will only be made by **us** if it exceeds €30

Claims conditions

Your duties

When an incident occurs that may result in a claim it is a **condition precedent to liability** that **you** shall

- (a) take all practicable steps to recover property lost and otherwise minimise the claim
- (b) tell the Gardaí as soon as is reasonably possible if the **damage** is caused by thieves malicious persons vandals or as a result of riot civil commotion strikes or labour disturbances
- (c) tell **us** as soon as **you** become aware
- (d) within 30 days (7 days for **damage** by riot civil commotion strikes or labour disturbances) give **us** at **your** expense any information **we** require and continue to provide **us** with any information and assistance **we** require before or after **we** pay **your** claim under the policy
- (e) not make or allow to be made on **your** behalf any admission offer promise payment or indemnity without **our** written consent
- (f) forward to **us** every letter claim writ summons and process immediately upon receipt without acknowledgement and advise **us** in writing as soon as **you** have any knowledge of any impending prosecution inquest or inquiry in connection with that event

Additional conditions apply to Legal expenses cover which are detailed in the section and which include conditions relating to **your** legal representation

Our rights

We may

- (a) start take over defend and conduct any legal action in **your** name
- (b) prosecute in **your** name for **our** benefit any claim for indemnity or damages
We will have full discretion in the conduct and settlement of any such action
- (c) enter any building where **damage** has occurred and take and keep possession of any property insured by this policy
We will not accept property abandoned to **us**

This policy shall be proof that **you** have authorised **our** rights under this condition

- (d) at any time pay to **you** the relevant limit of indemnity
 - (i) in the case of Employers' liability or Prosecution defence cost claims less any amount already paid or incurred
 - (ii) in the case of Public liability claims less any amount already paid or incurred as damages or any lesser amount for which at **our** discretion any claim or claims can be settled

We will then relinquish control of the claim and have no further liability except for any Public liability claim (other than any claim originating from within the legal jurisdiction of the United States of America or Canada)

We will also pay any legal costs incurred prior to the date of such payment

Additional conditions apply to the Legal expenses cover which are detailed in the section and which include conditions relating to **your** legal representation

Property damage

The schedule will show if this section applies and the cover in force

Definitions

Each time any of the following words or phrases appear in this section in bold italic type (or in capital letters in the schedule) they will take the specific meaning shown below

Where words or phrases are not highlighted in this manner the normal everyday meaning of the word or phrase will apply

Buildings

means the buildings at the **premises** including

- (a) landlord's fixtures and fittings
- (b) outbuildings storage tanks walls gates and fences
- (c) piping ducting cables wires and associated control gear and accessories on the **premises** and extending to the public mains but only to the extent of **your** responsibility
- (d) aerials and satellite dishes fixed to the buildings
- (e) the following items fixed to the buildings
 - (i) wind turbines less than 10kW generating capacity
 - (ii) solar panels less than 50kW generating capacity
 - (iii) photovoltaic panels less than 50kW generating capacity
 subject to a limit of €25,000 in the aggregate in any one period of insurance
- (f) yards car parks roads and pavements
- (g) artificial playing surfaces tennis courts swimming pools and associated apparatus
- (h) fixed glass and sanitary fixtures
- (i) for private dwelling houses and apartment blocks the following garages tennis courts patios and hedges belonging to the private dwelling and used for domestic purposes

Excluding

- (i) bridges land piers jetties excavations and marquees
- (ii) natural or artificial
 - (a) water courses
 - (b) confines of any body of standing water
 including but not limited to
 - (1) dams reservoirs culverts canals moats rivers and lakes
 - (2) any man-made elements attaching to or forming part of such structures
- (iii) property or structures in the course of construction or erection and all materials or supplies in connection with such property or structure

unless more specifically mentioned in this policy or its schedule

Unless stated otherwise buildings are brick stone or concrete built and roofed with slates tiles concrete metal asphalt or sheets or slabs composed of incombustible mineral ingredients

Contents of common parts

means

- (i) furniture and furnishings owned by **you** or for which **you** are responsible in those parts of the **buildings** to which all tenants have access
- (ii) the maintenance and cleaning equipment machinery and tools **you** keep in the **buildings** in connection with **your business**

But excluding

- (a) landlord's fixtures and fittings
- (b) money securities coins stamps jewellery watches furs precious metals precious stones or articles made from them computer systems records curios works of art antiques sculptures rare books plans patterns moulds designs or explosives
- (c) any other property more specifically insured

Heave

means upward movement of the ground beneath the site on which the **premises** stand as a result of the soil expanding

Insured event(s)

means any insurable event set out as included in the schedule to this policy

Item(s) insured

means the items insured as set out in the Property damage section of the schedule to this policy

Landslip

means downward movement of sloping ground at the site on which the **premises** stand

Settlement

means downward movement as a result of the

- (a) normal settlement or bedding-down of structures
- (b) settlement or movement of made-up ground

Subsidence

means downward movement of the ground beneath the site on which the **premises** stand

Cover

We will indemnify **you** in respect of **damage** to the **item(s) insured** at the **premises** or elsewhere as stated in the schedule by any **insured event** happening during the period of insurance

Insurable events

1 Fire lightning and explosion

Fire not caused by

- (a) the property's own spontaneous fermentation or heating or its undergoing any process involving the application of heat
- (b) earthquake or subterranean fire

Lightning

Explosion excluding

- (a) **damage** in respect of and originating in any vessel machinery or apparatus or its contents belonging to **you** or under **your** control which is required to be examined to comply with any statutory regulations unless such vessel machinery or apparatus is the subject of a contract providing the required inspection service
- (b) **damage** caused by the bursting of a boiler economiser or other vessel machine or apparatus in which internal pressure is due to steam only and belonging to **you** or under **your** control

2 Aircraft

Aircraft and other aerial devices or articles dropped from them excluding **damage** occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds

3 Riot

Riot civil commotion strikers locked-out workers or persons taking part in labour disturbances excluding **damage**

- (a) resulting from cessation of work
- (b) occasioned by confiscation or destruction or requisition by order of the government or any public authority
- (c) to any building or apartment which is **unoccupied**

4 Malicious persons

Malicious persons excluding **damage**

- (a) resulting from cessation of work
- (b) by theft or attempted theft
- (c) to moveable property in the open except as specifically provided for in the Property in the open extension
- (d) occasioned by confiscation or destruction or requisition by order of the government or any public authority
- (e) to any building or apartment which is **unoccupied**

5 Earthquake

6 Subterranean fire

7 Storm

Storm excluding **damage**

- (a) by
 - (i) the escape of water from the normal confines of any natural or artificial water course or lake reservoir canal or dam
 - (ii) inundation from the sea
whether resulting from storm or otherwise
- (b) attributable solely to change in the water table level
- (c) by frost **subsidence** or **landslip**
- (d) to fences gates hedges and moveable property in the open
- (e) to any building or apartment which is **unoccupied**

8 Flood

Flood caused by

- (a) the escape of water from the normal confines of any natural or artificial water course or lake reservoir canal or dam
- (b) inundation from the sea

but excluding

- (i) **damage** attributable solely to change in the water table level
- (ii) **damage** by frost **subsidence** **landslip** or **heave**
- (iii) **damage** to fences gates hedges and moveable property in the open
- (iv) **damage** to any building or apartment which is **unoccupied**

9 Escape of water

Escape of water from any tank apparatus or pipe including **damage** to any water tank apparatus or pipe itself caused by freezing of water

Excluding **damage**

- (i) by water discharged or leaking from an installation of automatic sprinklers
- (ii) to any building or apartment which is **unoccupied**

10 Impact

Impact by any road or rail vehicle or animal

11 Falling trees

Accidental **damage** caused by falling trees branches telegraph poles lamp posts or pylons

Excluding **damage** which is specifically insured by any other insurable event

12 Falling aerials

Accidental **damage** caused by falling television and radio receiving aerials aerial fittings and masts satellite dishes wind turbines solar panels photovoltaic panels and security equipment attached to a building

Excluding

- (i) **damage** which is specifically insured by any other insurable event
- (ii) **damage** to the television and radio receiving aerials aerial fittings and masts satellite dishes wind turbines solar panels photovoltaic panels and security equipment itself

13 Escape of oil

Escape of oil from any fixed oil fired heating installation or storage tank caused by a sudden identifiable unintended and unexpected incident which has taken place in its entirety at a specific time and place during the period of insurance

Excluding **damage** to any building or apartment which is **unoccupied**

14 Sprinkler leakage

Accidental escape of water from any automatic sprinkler installation in the **premises** not caused by explosion earthquake subterranean fire or heat caused by fire

Excluding **damage** to any building or apartment which is **unoccupied**

15 Accidental damage

Any other accidental **damage** excluding **damage**

- (a) which is
 - (i) specifically insured by any other insurable event
 - (ii) specifically excluded by any other insurable event
 - (iii) is otherwise excluded elsewhere in this section
- (b) caused by or consisting of inherent vice latent defect depreciation gradually operating causes wear and tear frost its own faulty or defective design or materials faulty or defective workmanship by **you** or any of **your** employees operational error or omission by **you** or any of **your** employees
But this shall not exclude subsequent **damage** which itself results from a cause not otherwise excluded

- (c) caused by or consisting of corrosion dust rust wet or dry rot contamination mildew shrinkage evaporation loss of weight dampness dryness marring scratching **vermin** change in temperature colour flavour texture or finish
- (d) caused by or consisting of erasure loss distortion or corruption of information on computer systems or other records programs or software
- (e) to property resulting from its undergoing any process of cleaning dyeing restoration production packing treatment testing commissioning servicing or repair
- (f) caused by atmospheric and climatic conditions
- (g) consisting of
 - (i) joint leakage failure of welds or cracking fracturing collapse or overheating of boilers economisers superheaters pressure vessels or any range of steam and feed piping in connection therewith
 - (ii) mechanical or electrical breakdown or derangement in respect of the particular machine apparatus or equipment in which such breakdown or derangement originates
- (h) caused by or consisting of
 - (i) acts of fraud or dishonesty
 - (ii) disappearance unexplained or inventory shortage misfiling or misplacing of information
- (i) to a building or structure caused by its own collapse or cracking
- (j) to moveable property in the open fences gates and hedges by wind rain hail sleet snow or dust
- (k) to wind turbines solar panels and photovoltaic panels
- (l) to any building or apartment which is **unoccupied**
- (m) to fixed glass or sanitary fixtures

16 Subsidence

Subsidence heave or **landslip** excluding **damage**

- (a) attributable solely to change in the water table level
- (b) to bridges boundary walls gates fences piping ducting cables wires and associated control gear and accessories yards car parks roads and pavements storage tanks artificial playing surfaces and swimming pools unless also resulting in **damage** to a building insured under this policy
- (c) caused by or consisting of
 - (i) **settlement**
 - (ii) coastal or river erosion
- (d) caused by defective design or workmanship or the use of defective materials
- (e) caused by fire subterranean fire explosion earthquake or the escape of water from any tank apparatus or pipe
- (f) which originated prior to the inception of cover
- (g) resulting from
 - (i) demolition construction structural alteration or repair of any property
 - (ii) groundworks or excavation
 at the same **premises**

Special condition

You shall notify **us** immediately **you** become aware of any demolition groundworks excavation or construction being carried out on any adjoining site

We shall then have the right to vary these terms or cancel this cover

17 Theft or attempted theft

Theft or attempted theft of the **contents of common parts**

- (a) involving entry to or exit from the buildings of the **premises** by forcible and violent means
- (b) following actual or threatened assault or violence

Excluding

- (i) **damage** to the **buildings**
- (ii) theft or attempted theft from any building or apartment which is **unoccupied**

Exclusions

The cover provided by this section excludes

- (1) **damage** caused by pollution or contamination but this shall not exclude **damage** to the property insured not otherwise excluded caused by
 - (a) pollution or contamination which itself results from any of the **insured events** other than Accidental damage
 - (b) any of the **insured events** other than Accidental damage which itself results from pollution or contamination
- (2) consequential loss of any kind
- (3) Definitions specific to exclusion (3)

Data

means information represented or stored electronically including but not limited to code or series of instructions operating systems software programs and firmware

Failure of a system

means the complete or partial failure or inability whether in terms of availability functionality and/or performance or otherwise of a **system** whether or not owned by **you** to operate at any time as desired as specified or as required in the circumstances of **your** business activities

Microchip

means a unit of packaged computer circuitry manufactured in small scale and made for program logic and/or computer memory purposes and expressly includes integrated circuits and microcontroller

System

shall include computers other computing and electronic equipment linked to a computer hardware electronic data processing equipment **microchips** and anything which relies on a **microchip** for any part of its operation and includes for the avoidance of doubt any computer installation

Virus

means programming code designed to achieve an unexpected unauthorised and/or undesirable effect or operation when loaded onto a **system** transmitted between **systems** by transfer between computer systems via networks extranets and internet or electronic mail or attachments thereto or via floppy diskettes or CD-ROMS or otherwise and whether involving self-replication or not

damage to

- (a) **data** which shall include but shall not be limited to
 - (i) **damage** to or corruption of **data** whether in whole or in part
 - (ii) unauthorised appropriation of use of access to or modification of **data**
 - (iii) unauthorised transmission of **data** to any third parties
 - (iv) **damage** arising out of any misinterpretation use or misuse of **data**
 - (v) **damage** arising out of any operator error in respect of **data**
- (b) any items insured arising directly or indirectly from
 - (i) the transmission or impact of any **virus**
 - (ii) unauthorised access to a **system**

- (iii) interruption of or interference with electronic means of communication used in the conduct of **your business** including but not limited to any diminution in the performance of any website or electronic means of communication
 - (iv) **failure of a system**
 - (v) anything described in (a) above
- but in respect of (b) (i) (b) (ii) (b) (iii) and (b) (iv) this shall not exclude subsequent **damage** or loss resulting from subsequent **damage** which itself results from a cause not otherwise excluded provided that such **damage** does not arise by reason of any malicious act or omission
- (4) **damage** to any electrical plant or apparatus caused by self-ignition but this exclusion shall apply only to that part of the electrical plant or apparatus in which self-ignition occurs

Basis of settlement

We will pay up to the value of the **item(s) insured** at the time of the **damage** or at **our** option repair reinstate or replace the **item(s) insured** in accordance with the following

1 Reinstatement

Subject to the following special conditions the basis upon which the amount payable in respect of property insured under this section is to be calculated shall be the reinstatement of the property lost destroyed or damaged

For this purpose "reinstatement" means

- (a) the rebuilding or replacement of property lost or destroyed which provided **our** liability is not increased may be carried out
 - (i) in any manner suitable to **your** requirements
 - (ii) upon another site
- (b) the repair or restoration of property damaged

In the case of (a) or (b) to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new

Special conditions applicable to this basis of settlement

- 1 If at the time of reinstatement the sum representing 85% of the cost which would have been incurred in reinstating the whole of the property covered by any item subject to this basis of settlement exceeds its sum insured at the time of commencement of any **damage our** liability shall not exceed that proportion of the amount of the **damage** which the said sum insured adjusted for index-linking shall bear to the sum representing the total cost of reinstating the whole of such property at that time
- 2 **Our** liability for the repair or restoration of property damaged in part only shall not exceed the amount which would have been payable had such property been wholly destroyed
- 3 No payment beyond the amount which would have been payable in the absence of this basis of settlement shall be made
 - (a) unless reinstatement commences and proceeds without unreasonable delay
 - (b) until the cost of reinstatement shall have been actually incurred
 - (c) if the property insured at the time of its **damage** shall be insured by any other insurance effected by **you** or on **your** behalf which is not upon the same basis of reinstatement
- 4 **We** shall not be bound to reinstate exactly or completely any property that is the subject of a claim but only as circumstances permit and in reasonably sufficient manner
We shall not pay out in respect of any one of the **items insured** more than its sum insured
- 5 All the terms and conditions of the policy shall apply
 - (a) in respect of any claim payable under this basis of settlement except insofar as they are varied hereby
 - (b) where claims are payable as if this basis of settlement had not been incorporated

2 Day One Basis – non-adjustable

This applies if a Day One figure is shown against an item in the schedule

- 1 **You** have agreed the declared value incorporated in each item to which this extension applies and the premium has been calculated accordingly

“Declared value” means **your** assessment of the cost of reinstatement of the property insured (as defined in Basis of settlement - Reinstatement) at the level of costs applying at the inception of the period of insurance (ignoring inflationary factors which may operate subsequently) together with insofar as the insurance by the item provides due allowance for

- (a) the additional cost of reinstatement to comply with the stipulations defined in the European Union and Public Authorities (including undamaged portions) extension
- (b) professional fees
- (c) debris removal costs

- 2 At the inception of each period of insurance **you** shall notify **us** of the declared value of the property insured by each of the said item(s)

In the absence of such declaration the last amount declared by **you** (adjusted to reflect index-linking) shall be taken as the declared value for the ensuing period of insurance

- 3 In respect of each item to which this extension applies the following replaces Special conditions 1 and 5 of Basis of settlement - Reinstatement

- (1) Each item insured under this basis of settlement is declared to be separately subject to the following condition of underinsurance namely

If at the time of **damage** the declared value of the property covered by such item be less than the cost of reinstatement (as defined in paragraph 1 of the Day One memorandum) at the inception of the period of insurance then **our** liability shall be limited to that proportion thereof which the declared value bears to such cost of reinstatement

- (5) Where by reason of any of the above Special conditions no payment is to be made beyond the amount which would have been payable under the policy if this basis of settlement had not been incorporated the rights and liabilities of the **Company** and the **Insured** in respect of the **damage** shall be subject to the terms of the policy including any condition of underinsurance as if this basis of settlement had not been incorporated except that the sums insured shall be increased in proportion with the additional amount charged in respect of this memorandum

3 Loss of market value

If **you** elect not to rebuild or repair the **buildings** and **we** choose not to reinstate **buildings** lost destroyed or damaged as set out in Basis of settlement 1 and 2 above **we** will pay the reduction in the market value of the **buildings** immediately following **damage** solely as a result of the **damage** but not exceeding the amount which would have been payable had the **buildings** been rebuilt or repaired and in no case shall the total amount recoverable under any item exceed its sum insured

4 Buildings awaiting refurbishment redevelopment or renovation

In respect of **buildings** awaiting refurbishment redevelopment or renovation **we** will not be liable for any costs which would have been incurred by **you** had the **damage** not occurred

Limit of liability

Our liability in any one period of insurance shall not exceed the sum insured for each **item insured** or any other limit of liability in this section and in total shall not exceed the total sum insured for all items

Unless specified otherwise in the schedule **our** liability for the **contents of common parts** is limited to:

- (a) €26,000 in respect of each block of apartments at each **premises**
- (b) €37,500 for each **premises** that is not a block of apartments

Irrespective of the number of insured parties **our** total liability to all the insured parties collectively in respect of the cover insured by this section shall not exceed the total sum insured for all items or in respect of any item its sum insured or any other stated limit of liability

Any payment or payments by **us** to any one or more insured party shall reduce the extent of **our** liability to all parties by the amount of such payment in respect of any one event giving rise to a claim under this section

Automatic reinstatement of sum insured

The sums insured stated in the schedule will be automatically reinstated by the amount of any claim **we** pay provided that

- (a) **we** have not given **you** notice within 30 days of **you** reporting the **damage** that **we** will not reinstate the sum insured
- (b) **you** pay any such additional premium as may be required
- (c) **you** complete any improvements to security or other measures **we** may require at the **premises**
- (d) in respect of **damage** by theft or attempted theft reinstatement of the sum insured will apply only once during each period of insurance at each separate **premises**

Memoranda

1 Index-linking

Unless the Day One Basis – non-adjustable memorandum applies the sum insured by each **item insured** (but not extension limits) under this section will be adjusted in accordance with suitable indices selected by **us**

The annual renewal premium will be amended accordingly

In the event of **damage** index-linking will continue from the date of **damage** until the resulting claim is settled but **we** will not pay for increased costs which arise due to unnecessary delay on **your** part

2 Underinsurance

Unless otherwise shown in the schedule or elsewhere in this policy the sum insured by each **item insured** is subject to the following condition of underinsurance

If the property insured by any item of this section shall at the commencement of any **damage** to such property be collectively of greater value than such sum insured as adjusted for index-linking **you** will be considered as being **your** own insurer for the difference and shall bear a rateable proportion of the loss accordingly

3 Adjustment of premium

If any part of the premium has been calculated on estimates **you** shall within 30 days from the expiry of each period of insurance supply to **us** such information as **we** may require

The premium for such period will be adjusted and the difference paid by or allowed to **you** subject to any minimum premium and provided this exceeds €30

4 Designation

For the purpose of determining where necessary the heading under which any property is insured **we** agree to accept the designation under which such property has been entered in **your** books

5 72 hour provision

All individual losses arising out of and directly occasioned by the Insurable events of Storm Flood or Earthquake occurring continuously or intermittently within 72 consecutive hours is deemed to be one event and one **excess** will apply

The date and time that any such period of 72 hours shall commence shall be set by **us**

6 Subrogation waiver

In the event of a claim **we** shall not enforce any rights against

- (a) any company being a parent of or subsidiary to the **Insured**
- (b) any company which is a subsidiary of a parent company of which the **Insured** are themselves a subsidiary in each case within the meaning of the Companies Act prevailing at the time of **damage**
- (c) any tenant of the **premises** provided that the **damage** did not result from a criminal fraudulent or malicious act of the tenant

Extensions

The insurance provided by this section is extended to include the following (subject to the **excess** applying to the **insured event** causing the **damage**)

Unless specifically stated otherwise these extensions do not increase **our** liability as stated in the Limit of liability paragraph to this section

1 Non-invalidating

The cover by this section shall not be invalidated by any act omission or alteration whereby the risk of **damage** is increased unknown to **you** or beyond **your** control provided that **you** immediately on becoming aware of this give notice to **us** and pay an additional premium if required

2 Other interests

The interest in the **buildings** insured by this section of any mortgagees lessees and freeholders of the property is noted

3 Mortgagees

The interest of the mortgagee(s) in this insurance shall not be prejudiced by any acts or neglect of the mortgagor(s) or occupier of any building hereby insured whereby the danger of **damage** is increased without authority or knowledge of the mortgagee(s) and provided that the mortgagee(s) shall immediately on becoming aware thereof give notice in writing to **us** and on demand pay such additional premium as **we** may require

4 Fees

Architects' surveyors' consulting engineers' and legal fees necessarily and reasonably incurred in the reinstatement of the property insured consequent upon its **damage** by an **insured event** but not for preparing any claim it being understood that the amount payable for such **damage** and fees shall not exceed in the aggregate the sum insured by each item

5 Removal of debris

- (a) Costs and expenses necessarily incurred by **you** with **our** consent in
- (i) removing debris
 - (ii) dismantling and/or demolishing
 - (iii) shoring up or propping
- of the portion or portions of the property insured by the said items destroyed or damaged by any **insured event** it being understood that the amount payable for such **damage** and costs incurred under (i) (ii) and (iii) shall not exceed in the aggregate the sum insured by each item
- (b) Irrecoverable costs and expenses necessarily incurred by **you** with **our** consent in removing the debris of contents (not belonging to **you**) destroyed or damaged by an **insured event** occurring at the **premises** provided the total amount payable including such costs and expenses shall not exceed the buildings sum insured to which such contents relate
- (c) Costs and expenses necessarily incurred by **you** with **our** consent in removing fallen trees within the grounds of the **premises**
- Provided that
- (1) the trees have fallen as a result of an **insured event** and
 - (2) the buildings of the **premises** are damaged by the same **insured event** occurring at the same time and a claim for this **damage** has been admitted by **us**
- (d) Costs and expenses necessarily incurred by **you** with **our** consent in removing debris of any **buildings** awaiting demolition
- Provided that
- (1) the costs and expenses are solely as a result of **damage** by an **insured event**
 - (2) a claim for this **damage** has been admitted by **us**
- We** will not pay for any costs or expenses
- (i) incurred in removing debris except from the site of such property destroyed or damaged and the area immediately adjacent to such site
 - (ii) arising from pollution or contamination of property not insured by this section

6 Reinstatement to match

Where **buildings** have suffered **damage you** may replace repair or restore the property with equivalent property which employs current technology and replacement repair or restoration of such property shall not for the purposes of this section be regarded as being better or more extensive than when new

This section further extends to include the replacement or modification of undamaged property insofar as it is necessary to adapt it to operate in conjunction with that property which has been replaced repaired or restored

The amount payable shall not exceed in the aggregate the sum insured by each item

7 Temporary removal

Any parts of the **buildings** and **contents of common parts** are covered while temporarily removed for cleaning renovation repair or other similar purpose elsewhere on the **premises** or to any other premises and in transit between such locations in the **geographical limits**

Limit

10% of the sum insured on the relevant **buildings** or **contents of common parts** item in any one period of insurance

8 European Union and Public Authorities (including undamaged portions)

The additional cost of reinstatement of the destroyed or damaged property and undamaged portions as may be incurred solely by reason of the necessity to comply with the stipulations of

- (i) European Union legislation or
- (ii) local authority building regulations or other statutory requirements (hereinafter referred to as "the Stipulations")

Excluding

- (a) the cost incurred in complying with the Stipulations
 - (i) in respect of **damage** occurring prior to the granting of this extension
 - (ii) in respect of **damage** excluded or otherwise not insured by this section
 - (iii) under which notice has been served upon **you** prior to the happening of the **damage**
 - (iv) for which there is an existing requirement which has to be implemented within a given period
- (b) the additional cost that would have been required to make good the property lost destroyed or damaged to a condition equal to its condition when new had the necessity to comply with the Stipulations not arisen
- (c) the amount of any charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner of the property by reason of compliance with the Stipulations

Special conditions applicable to this extension

- 1 The work of reinstatement must be commenced and carried out without unreasonable delay and in any case must be completed within 12 months after the **damage** or within such further time as **we** may allow (during the said 12 months) and may be carried out upon another site (if the Stipulations so necessitate) subject to **our** liability under this extension not being increased
- 2 If **our** liability under the policy apart from this extension shall be reduced by the application of any of the terms and conditions of the policy then **our** liability under this extension (in respect of any such item) shall be reduced in like proportion
- 3 The total amount recoverable under any item of the policy under this extension shall not exceed
 - (a) 15% of its sum insured or
 - (b) where the sum insured by the item applies to property at more than one premises 15% of the total amount for which **we** would have been liable had the property insured by the item at the **premises** where **damage** has occurred been wholly destroyed
- 4 The total amount recoverable under any item of the policy shall not exceed its sum insured
- 5 All the terms of this policy except insofar as they may be expressly varied shall apply as if they had been incorporated herein

9 Emergency services

- (a) **Damage** caused by the emergency services at any part of the **premises** or to insured property or the grounds for which **you** are responsible excluding raids by the Gardaí
- (b) Charges levied against **you** by any local authority in respect of attendance by the fire brigade for the purpose of minimising a loss following **damage** by Insurable event 1 Fire lightning or explosion at the **premises**

The most **we** will pay for any one claim under (a) and (b) combined is €30,000

10 Loss of oil gas or water

We will pay for

- (a) loss of oil (other than covered by (c) below) gas or metered water from the water or heating system after **damage** by an **insured event** to that system

- (b) the cost of replacing liquid petroleum gas or oil following accidental discharge from the storage container at the **premises**
- (c) theft of oil from any storage tank used for the heating system at **your premises** provided theft is an **insured event** under this policy

The most **we** will pay in respect of any one claim and in the aggregate for all claims in any one period of insurance is €13,000

11 Discharge of oil

We will pay costs and expenses necessarily incurred by **you** with **our** consent to decontaminate the grounds of the **premises** following accidental discharge of oil from any oil fired heating appliance or tank

Limit €7,500 any one claim

12 Loss minimisation expenses

Costs and expenses necessarily and reasonably incurred with **our** prior consent by **you** or on **your** behalf to prevent or minimise actual or imminent **damage** at the **premises** provided such costs are

- (a) directly related to **damage** caused by the **insured events** which is likely to occur in the immediate future unless urgent preventative action is taken
- (b) not more specifically insured elsewhere

The most **we** will pay in respect of any one claim and in the aggregate for all claims in any one period of insurance is €6,500

13 Glass and sanitary fixtures

(only applicable if the insurable event of Accidental damage is insured)

Accidental **damage** of any part of the exterior and interior glass sanitary fixtures or signs including the reasonable cost of

- (a) repairs to framework following breakage of the insured glass
- (b) necessary boarding-up pending replacement of the insured glass
- (c) in the case of multiple glazing the additional cost of re-creating vacuums or the purchase and installation of new sealed units
- (d) replacing any lettering painting or alarm sensors on such glass

Excluding **damage**

- (i) for which the tenant is responsible under the terms of any lease
- (ii) which is
 - (a) more specifically insured by any insurable event
 - (b) specifically excluded by any insurable event
 - (c) is otherwise excluded elsewhere in this section
- (iii) to glass sanitary fixtures or signs already damaged at the commencement of the insurance
- (iv) to glass by scratching or chipping
- (v) to glass while not fixed
- (vi) caused by or traceable to alterations to the **premises** or in the glass whereby the risk of **damage** is increased
- (vii) to bulbs or tubes unless the signs in which they are contained are damaged at the same time
- (viii) to any building or apartment which is **unoccupied**

The **excess** applicable to losses under this extension shall be equal to the **excess** applied in respect of the insurable event of Accidental damage

14 Sale of the building

The interest of the purchaser in the insurance by this section for the period from the written offer and acceptance or exchange of contracts until completion of the sale is noted

Provided that

- (a) the **buildings** are not insured elsewhere for the benefit of the purchaser
- (b) the purchaser complies with and is bound by the terms of the policy

15 Damage to the buildings by theft

(only applicable if the insurable event of Theft or attempted theft is insured)

The insurance extends to include

- (a) repairs to the **buildings** following theft or attempted theft of the fabric of the **buildings**
- (b) **damage** to the **buildings** caused by theft or attempted theft of **contents of common parts**
- (c) **damage** to **buildings** directly caused as a result of the entry of rainwater following the theft or attempted theft of the fabric of the **buildings**

This extension does not apply

- (i) when scaffolding is erected at the **premises** unless **we** have agreed in writing to continue cover
- (ii) in respect of any **unoccupied premises**

16 Lock replacement following loss or theft of keys

(only applicable if the insurable event of Theft or attempted theft is insured)

The reasonable cost necessarily incurred by **you** to replace locks at the **premises** following

- (a) accidental loss of keys
- (b) damage to keys or the locks at the **premises**
- (c) theft of keys from the **premises** or from **your** home or the home of any principal director partner or employee authorised to hold such keys

Limit

€3,250 any one claim

€6,500 any one period of insurance

17 Property in the open

Damage by the **insured events** to garden furniture ornaments statues gardening equipment and signage in the grounds of the **premises** unless more specifically insured

Limit

€6,500 any one claim

For the purpose a of this extension

- (i) the Theft or attempted theft insurable event includes theft or attempted theft not involving forcible and violent entry
- (ii) the exclusion under the insurable event of Malicious persons relating to moveable property in the open does not apply

18 Trace and access

The costs and expenses necessarily and reasonably incurred by **you** with **our** consent in locating the source of **damage** caused by an escape of oil or water from any fixed water or heating system in the **buildings** and in subsequent repair of **damage** caused by locating the source

Limit

€32,500 any one claim

19 Underground pipes and cables

Accidental **damage** to underground pipes and cables for which **you** are responsible

Excluding **damage** which is

- (a) specifically insured by any insurable event under this section
- (b) specifically excluded by any insurable event under this section
- (c) is otherwise excluded elsewhere in this section

20 Clearing of drains

The reasonable costs incurred by **you** for clearing or repairing drains gutters sewers and the like for which **you** are responsible incurred as a direct result of **damage** caused by an **insured event**

Limit

€75,000 any one claim

21 Extinguisher and alarm resetting expenses

The reasonable costs incurred by **you** in refilling fire extinguishing appliances replacing sprinkler heads and resetting fire or intruder alarm systems solely in consequence of their activation following an **insured event**

22 Sprinkler upgrade costs

The additional costs incurred in upgrading an automatic sprinkler installation to the current Loss Prevention Council Rules (only when the upgrade is imposed upon **you** by **us**) following **damage** to the **buildings** by an **insured event** provided that at the time of **damage** the installation conformed to the 29th Edition Rules for Automatic Sprinkler Installations or any subsequent amendment or revised edition as issued by the Loss Prevention Council and current at the time of installation but did not conform to subsequent amendments to those Rules

The most **we** will pay under this extension is 20% of the sum insured on the building

23 Unauthorised use of utilities

The cost of metered water oil electricity or gas for which **you** are legally responsible arising from its unauthorised use by persons taking or keeping possession or occupying the **buildings** without **your** authority provided that the **buildings** are inspected weekly by a responsible person on **your** behalf and all practicable steps are taken to terminate such unauthorised use as soon as it is discovered

Limit

€6,500 any one claim

€13,000 any one period of insurance

24 Private residences (Temporary accommodation)

If any apartment or private dwelling house (described as such in the schedule) cannot be lived in following **damage** insured by this section (or in the case of an apartment if the resident is denied access to it by an **insured event** elsewhere within the building) **we** will pay for the reasonable and necessary additional costs that **you** are liable for in respect of the following

- (a) residents' temporary accommodation and storage of furniture
- (b) kennel accommodation for the residents' domestic cat(s) and dog(s)
- (c) travelling expenses

until the apartment or private dwelling house is fit to live in again or until access is restored

The most **we** will pay under this extension is

- (i) 20% of the sum insured on the building in respect of private dwelling houses
- (ii) 20% of the sum produced by dividing the buildings sum insured by the number of apartments in respect of apartment blocks

for a maximum period of 24 months from the date of **damage**

25 Fly tipping

Costs and expenses necessarily and reasonably incurred by **you** in clearing treating and removing anything illegally or maliciously deposited at the **premises**

This cover will not apply in respect of any **unoccupied premises**

Limit

€3,250 any one claim

€6,500 any one period of insurance

26 Landscaping costs

The necessary and reasonable costs to restore landscaped gardens or grounds at the **premises** following **damage** by the **insured events** to its appearance when first planted

Excluding

- (i) **damage** by the insurable events of storm or flood
- (ii) any cost arising from the failure of seed to germinate or trees plants or turf to become established

Limit

€10,000 any one claim

27 Trees

The costs of felling lopping or removing trees which represent an immediate threat to the safety of life or **damage** to the **buildings**

Limit

€650 any one claim

€3,250 any one period of insurance

28 Removal of insect nests

We will pay the costs incurred by **you** in removing wasp bee or hornet nests from the **buildings**

Limit

€650 any one claim

The following extensions increase the sums insured that apply but only to the extent stated

29 Capital additions

Under the Buildings and Contents of common parts items

- (a) alterations and additions to the property insured but not in respect of any appreciation in value up to 20% of the total sum insured on such property or €650,000 in respect of both **buildings** and **contents of common parts** whichever is the less
- (b) newly acquired property so far as it is not otherwise insured anywhere in the **geographical limits** up to a limit of €2,600,000 any one property and €1,300,000 in respect of any **unoccupied** building

Provided that **you** undertake to give details of such extension of cover as soon as practicable (at no later than six-monthly intervals) and to effect specific insurance and pay any additional premium that is required from the inception of such cover

30 Inadvertent omission to insure

Premises in the **geographical limits** which **you** own or which **you** are responsible to insure which **you** have inadvertently failed to insure

- 1 under this or any other policy
- 2 against all the **insured events** insured by this policy but cover is restricted to those uninsured **insured events**

Provided that

- (a) immediately on becoming aware of
 - (i) premises not insured
 - (ii) any premises not insured for all the **insured events** insured by this policy **you** shall arrange insurance from the date on which **your** responsibility attached and pay the appropriate additional premium
- (b) this extension shall not apply to any premises covered under the Capital additions extension of this section
- (c) **our** liability any one claim shall not exceed €2,600,000 any one premises and €650,000 any one **unoccupied** premises
- (d) any **unoccupied** premises are subject to the Unoccupied buildings condition and the specific cover restrictions that apply under this section of the policy

31 Accidental omission of Value Added Tax

For any **buildings** item **we** will pay the Value Added Tax payable by **you** which has been inadvertently omitted from the sum insured and which **you** are not subsequently able to recover provided that

- 1 (a) **your** liability for such tax arises solely from the rebuilding or restoration of the **buildings** following **damage**
 - (b) **we** have paid or agreed to pay for such **damage**
 - (c) if the payment **we** make for the rebuilding or restoration is less than the actual cost of rebuilding or restoration **we** will only pay the same proportion of the Value Added Tax applicable
- 2 **your** liability for such tax does not arise from the replacement buildings having a greater floor area than or being in a better condition or more extensive than the damaged **buildings**
- 3 if the **buildings** are rebuilt on another site following **damage we** will not pay more Value Added Tax than **we** would have done had the rebuilding been completed at the original site
- 4 **we** will not pay any amounts in relation to penalties imposed upon **you** for late or non-payment of Value Added Tax
- 5 for the purposes of any underinsurance penalty rebuilding costs shall be exclusive of Value Added Tax
- 6 **our** liability may exceed the sum insured by an item or in the whole the total sum insured where such additional amount is solely for Value Added Tax due

Equipment breakdown

The schedule will show if this section applies and the cover in force

Definitions

Each time any of the following words or phrases appear in this section in bold italic type (or in capital letters in the schedule) they will take the specific meaning shown below

Where words or phrases are not highlighted in this manner the normal everyday meaning of the word or phrase will apply

Accident(s)

means

- (i) electrical or mechanical ***breakdown*** including rupture or bursting caused by centrifugal force
- (ii) artificially generated electrical current including electric arcing that disturbs electrical devices appliances or wires
- (iii) ***explosion*** or collapse of ***covered equipment*** operating under steam or other fluid pressure
- (iv) ***damage to covered equipment*** operating under steam or fluid pressure caused by or resulting from any condition or event (not otherwise excluded) occurring inside such equipment
- (v) ***damage*** to hot water boilers other water heating equipment oil or water storage tanks caused by or resulting from any condition or event (not otherwise excluded) occurring inside such equipment
- (vi) ***damage*** caused by operator error that results in the overloading of ***covered equipment***
- (vii) ***damage*** caused by materials being processed

Biomass and biogas installations

means any equipment and machinery used in connection with running a biomass or biogas heating or power-generation plant including anaerobic digesters storage tanks augers screeners scrubbers boilers gas engines generators heat exchangers pumps and motors

Breakdown

means

- (a) the actual breaking failure distortion or burning out of any part of the ***covered equipment*** whilst in ordinary use arising from defects in the ***covered equipment*** causing its sudden stoppage and necessitating repair or replacement before it can resume work
- (b) fracturing of any part of the ***covered equipment*** by frost when such fracture renders the ***covered equipment*** inoperative
- (c) the actual and complete severance of a rope but not breakage or abrasion of wires or strands even though replacement may be necessary

Collapse

means the sudden and dangerous distortion (whether or not attended by rupture) of any part of the ***covered equipment*** caused by crushing stress by force of internal steam or other fluid pressure (other than pressure of chemical action or ignited flue gases or ignition of the contents)

Computer equipment

means

- (a) electronic computer or other data processing and/or storage equipment
- (b) projectors printers scanners and other peripheral devices used in conjunction with (a)
- (c) software and programs licensed to the ***insured*** and installed on (a)
- (d) ***portable computer equipment***
owned by ***you*** or for which ***you*** are responsible

Covered equipment

means equipment at the **premises** owned by **you** or for which **you** are responsible

- (i) which is built to operate under vacuum or pressure (other than the weight of its contents) or
- (ii) that generates transmits stores or converts energy or
- (iii) comprising **computer equipment**

Excluding

- (a) any supporting structure foundation masonry brickwork cabinet
- (b) any insulating or refractory material
- (c) any vehicle aircraft floating vessels or any equipment mounted thereon (other than vehicle recovery cranes or equipment which are included but not the actual vehicle)
- (d) self-propelled plant and equipment (other than fork lift trucks and pallet trucks used by **you** at **your** premises) dragline excavation or construction equipment
- (e) equipment manufactured by the **Insured** for sale
- (f) safety or protective devices due to their functioning
- (g) tools dies cutting edges crushing surfaces trailing cables non-metallic linings driving belts or bands or any part requiring periodic renewal
- (h) any electronic equipment (other than **computer equipment**) used for research diagnostic treatment experimental or other medical or scientific purposes with a new replacement value in excess of €45,000
- (i) any **manufacturing production or process equipment** including linked **computer equipment**
- (j) any electricity generating equipment other than emergency back-up power equipment or wind turbines less than 10kW or photovoltaic equipment less than 50kW
- (k) any kitchen and food preparation equipment laundry and cleaning equipment audio-visual equipment whilst in any apartment private dwelling house or private dwelling quarters
- (l) any **biomass and biogas installations**
- (m) any **Hydroelectric installation**

Derangement

means electrical or mechanical malfunction of the machinery arising from a cause internal to **computer equipment** unaccompanied by visible damage to or breaking of any parts of the equipment

Explosion

means the sudden and violent rending of the **covered equipment** by force of internal steam or other fluid pressure (other than pressure of chemical action or ignited flue gases or ignition of the contents) causing bodily displacement of any part of the **covered equipment** together with forcible ejection of the contents

Hazardous substance

means any substance other than ammonia that has been declared to be hazardous to health by a governmental agency

Hydroelectric installations

means any equipment machinery dam and weir used in connection with running a hydroelectric-power station including turbines sluice gates screens screeners pumps motors generators gearboxes engines alternators and associated equipment

Hydroelectric installations also include any substation and distribution transformer switchgear meter cabling telecommunication and monitoring device building and converter housing (including fixtures and fittings) and security equipment

Manufacturing production or process equipment

means any machine or apparatus (other than boilers lifts fork lift trucks dock levelers and lifting tables) which has a primary purpose of processing or producing a product or service intended for eventual sale by **you** and any equipment which exclusively serves such machinery or apparatus

Media

means all forms of electronic magnetic and optical tapes and discs for use in any **computer equipment**

Portable computer equipment

means

- (a) laptops palmtops and notebooks
- (b) personal digital assistants (PDA's)
- (c) projectors printers scanners and other peripheral devices which are designed to be carried and used in conjunction with other **portable computer equipment**
- (d) removable satellite navigation systems
- (e) digital cameras

owned by **you** or for which **you** are responsible

Verified

means checked for accuracy and integrity to ensure a precise match with the source data and capable of restoration

Cover

We will indemnify **you** in respect of **damage** to **covered equipment** by any **accident** happening during the period of insurance

Exclusions

We shall not be liable in respect of

- (1) **damage** caused by or resulting from
 - (a) a hydrostatic pneumatic or gas pressure test of any boiler or pressure vessel or an insulation breakdown test of any type of electrical equipment
 - (b) depletion deterioration corrosion erosion wear and tear or other gradually developing conditions
But if **damage** from an **accident** results **we** shall be liable for that resulting **damage**
 - (c) mould fungus mildew or yeast
 - (d) installation erection dismantling re-siting transportation or removal of **covered equipment** other than re-siting transportation or removal under its own power whilst at its operating site
- (2) **damage** which is recoverable under a maintenance agreement warranty or guarantee
- (3) any liquidated damages penalties for delay or detention or in connection with guarantees of performance or efficiency of **covered equipment**
- (4) Definitions specific to exclusion (4)

Denial of service attack

means any actions or instructions constructed or generated with the ability to damage interfere with or otherwise affect the availability of networks network services network connectivity or information systems

This includes but is 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 between and amongst networks

Hacking

means unauthorised access to any computer or other equipment or component or system or item which processes stores transmits retrieves or receives data whether **your** property or not

Virus or similar mechanism

means program code programming instruction or any set of instructions intentionally constructed with the ability to damage interfere with or otherwise adversely affect computer programs data files or operations whether involving self-replication or not

This includes but is not limited to Trojan horses worms and logic bombs

damage to any **computer equipment** or other equipment or component or system or item which processes stores transmits retrieves or receives data or any part thereof whether tangible or intangible (including but without limitation any information programs software or **media**) and whether **your** property or not where such **damage** is caused by **virus or similar mechanism** or **hacking** or **denial of service attack**

- (5) **damage** cost or expense that is or can be insured elsewhere in this policy
- (6) **damage** caused by or resulting from the deliberate act of any person carried out with the intention to cause **damage**
- (7) **damage** caused by any condition which can be corrected by resetting calibrating realigning tightening adjusting or cleaning or by the performance of maintenance but if **damage** from an **accident** results **we** shall be liable for that resulting **damage**

Basis of settlement

We will pay up to the value of **covered equipment** at the time of the **damage** or at **our** option repair reinstate or replace the **covered equipment** in accordance with the following

Reinstatement

Subject to the following special conditions the basis upon which the amount payable in respect of **covered equipment** is to be calculated shall be the reinstatement of the **covered equipment** that is the subject of an **accident**

For this purpose 'reinstatement' means

- (a) the replacement of **covered equipment** that is the subject of an **accident** which provided **our** liability is not increased may be carried out
 - (i) in any manner suitable to **your** requirements
 - (ii) upon another site
- (b) the repair or restoration of **covered equipment** that is the subject of an **accident**

In the case of (a) or (b) to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new

Special condition applicable to this memorandum

- 1 **Our** liability for the repair or restoration of **covered equipment** that is the subject of an **accident** shall not exceed the amount payable for replacement of the **covered equipment**
- 2 No payment beyond the amount which would have been payable in the absence of this basis of settlement shall be made
 - (a) unless reinstatement commences and proceeds without unreasonable delay
 - (b) until the cost of reinstatement shall have been actually incurred

- 3 **We** shall not be bound to reinstate exactly or completely any property that is the subject of a claim but only as circumstances permit and in reasonably sufficient manner
We shall not pay out in respect of any one of the items insured more than the sum insured
- 4 All the terms and conditions of the policy shall apply
- (a) in respect of any claim payable under this memorandum except in so far as they are varied hereby
 - (b) where claims are payable as if this memorandum had not been incorporated

Limit of liability

Our liability in any one period of insurance shall not exceed the sum insured under the appropriate section of material damage insurance provided by this policy for each item of **covered equipment** nor in all the total sum insured subject to the maximum liability below

Maximum liability

The total amount **we** will pay in respect of this section shall not exceed

- €7,500,000 in any one period of insurance
- €650,000 any one **accident** for **computer equipment**
- €6,500 any one **accident** for **portable computer equipment**

If an initial **accident** causes other **accidents** all will be considered one **accident**

All **accidents** that are the result of the same event will be considered one **accident**

Extensions

The insurance provided by this section is extended to include the following

These extensions do not increase the limits or sums insured that apply

1 Portable computer equipment

Damage caused by or resulting from an **accident** to **portable computer equipment** occurring whilst anywhere in the European Union the United Kingdom of Great Britain and Northern Ireland the Channel Islands and the Isle of Man but only whilst in the custody or control of **you** or **your** employee

Limit

€6,500 any one period of insurance

2 Reinstatement of data

We will pay the costs **you** incur in reinstating data that is lost or damaged as a consequence of an **accident** to or **derangement** of **computer equipment**

Providing that

- (a) **our** liability is limited solely to the cost of reinstating data to **media**
- (b) **we** shall not be liable for any losses discovered later than 180 days after the loss was initiated
- (c) **we** shall not be liable for loss or damage to software
- (d) **we** shall not be liable under this extension for costs more specifically described under the Increased cost of working extension
- (e) **you** comply with the Back-up records special condition

Special condition – Back-up records

You shall maintain a minimum of 2 generations of **verified** back-up computer records taken at intervals no less frequently than 48 hours and take all reasonable precautions to store and maintain records in accordance with the maker's recommendations

Limit

€75,000 any one **accident**

3 Increased cost of working

We will pay costs necessarily and reasonably incurred by **you** for the sole purpose of avoiding or diminishing interruption or interference to **your** computer operations as a consequence of an **accident** to **computer equipment**

Limit

€75,000 any one **accident**

4 Rental income

If the Rental income section of this policy is operative **we** will pay to **you** in respect of each item in the Rental income schedule the loss occurring during the indemnity period (as defined in the Rental income section) following an **accident** to **covered equipment** that results in the **business** being interrupted or interfered with

Our liability shall not exceed the sum insured for each item nor in all the total sum insured and in any event **our** maximum liability shall not exceed €130,000 any one period of insurance

Excluding

- (1) any loss resulting from Extension 8 - Damage to own surrounding property
- (2) any delay in resuming operations resulting from the need to reconstruct or re-input data or programs on **media** nor for the costs incurred in so doing where **you** have not fully complied with the Special condition – Back-up records

5 Hazardous substances

Following an **accident** **we** will also pay the additional cost to repair or replace **covered equipment** which has been contaminated by a **hazardous substance**

This includes any additional expenses incurred to clean up or dispose of such property

Limit

€13,000 any one **accident**

6 Expediting expenses

Reasonable costs necessarily incurred by **you** to make temporary repairs and expedite permanent repairs or permanent replacement of damaged **covered equipment**

Limit

€22,500 any one **accident**

7 European Union and Public Authorities (Including undamaged portions)

If in force the European Union and Public Authorities extension of the Property damage section of this policy applies to **covered equipment** damaged as a result of an **accident**

8 Damage to own surrounding property

We shall be liable for **damage** to property belonging to **you** or in **your** custody and control and for which **you** are responsible directly resulting from the **explosion** or **collapse** of any **covered equipment** operating under steam pressure

Limit

€1,300,000 any one **accident**

9 Hire of substitute item

If **covered equipment** is damaged as a result of an **accident we** shall be liable for the cost of hire charges actually incurred by **you** during the period of insurance for the necessary hire of a substitute item of similar type and capacity during the period of repair or until permanent replacement of the item lost or damaged

Limit

€13,000 any one **accident**

10 Storage tanks and loss of contents

Damage caused by an **accident** to oil storage tanks or water tanks including connected pipework belonging to **you** or for which **you** are responsible at the **premises**

In addition this extension covers loss of the contents of oil storage tanks caused by

- (a) escape of contents - leakage discharge or overflow from the oil storage tanks caused by or resulting from an **accident**
- (b) contamination - contamination of the contents of oil storage tanks caused by or resulting from an **accident** including cleaning costs incurred as a result of such loss

Limit

€13,000 any one **accident**

11 Debris removal

Following an **accident** to **covered equipment we** will pay the costs necessarily incurred for

- (a) the removal of debris and
- (b) the protection of the **covered equipment**

Limit

€32,500 any one **accident**

12 Repair costs investigation

We will pay the costs incurred with **our** prior written consent relating to repair investigations and tests by consulting engineers for **damage** to **covered equipment** following an **accident**

We shall not be liable for costs incurred in preparing a claim under this policy

Limit

€32,500 any one **accident**

Rental Income

The schedule will show if this section applies and the cover in force

Definitions

Each time any of the following words or phrases appear in this section in bold italic type (or in capital letters in the schedule) they will take the specific meaning shown below

Where words or phrases are not highlighted in this manner the normal everyday meaning of the word or phrase will apply

Adjusted

means adjusted as necessary to provide for the trend of the ***business*** and any other circumstances affecting the ***business*** either before or after the ***damage*** or which would have affected the ***business*** had the ***damage*** not occurred so that the adjusted figures represent as near as possible the results which would have been obtained during the relative period after the ***damage*** had the ***damage*** not occurred

Annual rent receivable

means the actual annual rent prevailing at the commencement of the period of insurance or the estimated annual ***rent receivable*** during the period of insurance after allowance for rent reviews whichever is the greater

Computer equipment

means equipment that is electronic computer or other data processing equipment including all forms of electronic magnetic and optical tapes and discs for use in any electronic computer or electronic data processing equipment software and peripherals used in conjunction with such equipment belonging to ***you*** or for which ***you*** are responsible

Damage

means destruction or damage caused by any of the ***insured events***

Indemnity period

means the period beginning with the occurrence of the ***damage*** and ending not later than the expiry of the maximum indemnity period during which the results of the ***business*** are affected as a result of the ***damage***

Insured events

means unless stated otherwise in the schedule those events which are insured by the Property damage section

For the purpose of this section 'explosion' shall include explosion of any boiler or economiser on the ***premises***

Rent receivable

means the amount of the rent and service charges received or receivable from the letting of the ***premises***

Standard rent receivable

means the ***rent receivable*** during the period corresponding with the ***indemnity period*** in the 12 months immediately before the date of the ***damage*** proportionately increased where the maximum indemnity period exceeds 12 months ***adjusted***

Cover

If any property used by **you** at the **premises** suffers **damage** during the period of insurance and as a result the **business** at the **premises** is interrupted or interfered with **we** will pay to **you** for each item in the schedule the amount of loss as a result of the interruption or interference in accordance with the Basis of settlement

Provided that at the time of the **damage** there is insurance in force covering **your** interest in the property at the **premises** against **damage** and payment shall have been made or liability admitted under that insurance (but this proviso shall not apply if no payment is made solely due to an **excess**)

Exclusions

The cover provided by this section excludes loss arising from

- (1) pollution or contamination unless such loss results from **damage** to property used by **you** at the **premises** for the purposes of the **business** and which is not otherwise excluded caused by
 - (a) pollution or contamination at the **premises** which itself results from any of the **insured events** other than Accidental damage
 - (b) any of the **insured events** other than Accidental damage which itself results from pollution or contamination
- (2) Definitions specific to exclusion (2)

Data

means information represented or stored electronically including but not limited to code or series of instructions operating systems software programs and firmware

Failure of a system

means the complete or partial failure or inability whether in terms of availability functionality and/or performance or otherwise of a **system** whether or not owned by **you** to operate at any time as desired as specified or as required in the circumstances of **your** business activities

Microchip

means a unit of packaged computer circuitry manufactured in small scale and made for program logic and/or computer memory purposes and expressly includes integrated circuits and microcontroller

System

shall include computers other computing and electronic equipment linked to a computer hardware electronic data processing equipment **microchips** and anything which relies on a **microchip** for any part of its operation and includes for the avoidance of doubt any computer installation

Virus

means programming code designed to achieve an unexpected unauthorised and/or undesirable effect or operation when loaded onto a **system** transmitted between **systems** by transfer between computer systems via networks extranets and internet or electronic mail or attachments thereto or via floppy diskettes or CD-ROMS or otherwise and whether involving self-replication or not

damage to

- (a) **data** (other than as provided for under the Reinstatement of data extension) which shall include but shall not be limited to
 - (i) **damage** to or corruption of **data** whether in whole or in part
 - (ii) unauthorised appropriation of use of access to or modification of **data**
 - (iii) unauthorised transmission of **data** to any third parties
 - (iv) **damage** arising out of any misinterpretation use or misuse of **data**

- (v) **damage** arising out of any operator error in respect of **data**
- (b) any items insured arising directly or indirectly from
 - (i) the transmission or impact of any **virus**
 - (ii) unauthorised access to a **system**
 - (iii) interruption of or interference with electronic means of communication used in the conduct of **your business** including but not limited to any diminution in the performance of any website or electronic means of communication
 - (iv) **failure of a system**
 - (v) anything described in (a) above
 but in respect of (b) (i) (b) (ii) (b) (iii) and (b) (iv) this shall not exclude loss resulting from subsequent **damage** which itself results from a cause not otherwise excluded provided that such **damage** does not arise by reason of any malicious act or omission
- (3) **damage** to any electrical plant or apparatus caused by self-ignition but this exclusion shall apply only to that part of the electrical plant or apparatus in which self-ignition occurs

Basis of settlement

Rent receivable items

The amount payable is limited to

- (a) loss of **rent receivable**
- (b) additional expenditure

occurring during the **indemnity period** and the amount payable as indemnity shall be

- (i) for loss of **rent receivable** the amount by which the **rent receivable** during the **indemnity period** shall as a result of the **damage** fall short of the **standard rent receivable**
- (ii) additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in loss of **rent receivable** which but for that expenditure would have taken place during the **indemnity period** in consequence of the **damage** but not exceeding the amount of the reduction in **rent receivable** avoided

less any sum saved during the **indemnity period** for such expenses of the **business** payable out of **rent receivable** which cease or are reduced as a result of the **damage**

Provided that

- (1) **our** maximum liability shall not exceed on each item of **rent receivable** 200% of the sum insured to take into account any rent reviews which would normally have taken place but for the occurrence of **damage** during the **indemnity period**
- (2) if the sum insured is less than the **annual rent receivable** (or a proportionately increased multiple of it where the maximum indemnity period exceeds 12 months) the amount payable shall be proportionately reduced

In the absence of written notice by **you** or **us** to the contrary **our** liability shall not be reduced by the amount of any loss provided that **you** pay the appropriate additional premium for such automatic reinstatement of cover

Limit of liability

Our liability shall not exceed the sum insured for each item or any other limit of liability stated in this section and in total **our** liability shall not exceed the total sum insured for all items unless expressly varied in this section

Memoranda

Alternative trading clause

If during the **indemnity period** the **business** is conducted elsewhere than at the **premises** for the benefit of the **business** either by **you** or by others on **your** behalf the money paid or payable in respect of rent will be taken into account in arriving at the **rent receivable** during the **indemnity period**

Professional accountants' charges

Any details contained in **your** business books which are requested by **us** for the purpose of dealing with **your** claim can be produced by **your** professional accountants and their report shall be accepted as evidence of these details

We will pay to **you** the reasonable charges payable by **you** to **your** professional accountants for producing these details or any other information requested by **us**

The sum of the amount payable under this clause and the amount otherwise payable under this section shall not exceed the sum insured

Payments on account

Payments on account will be made during the **indemnity period**

Current cost accounting

Any adjustments implemented in current cost accounting shall be disregarded

Value Added Tax

To the extent that **you** are accountable to the tax authorities for Value Added Tax all terms in this section shall be exclusive of such tax

72 hour provision

All individual losses arising out of and directly occasioned by the Insurable events of Storm Flood or Earthquake occurring continuously or intermittently within 72 consecutive hours is deemed to be one event and one **excess** will apply

The date and time that any such period of 72 hours shall commence shall be set by **us**

Unoccupied or untenanted buildings

Where the **buildings** or any part of the **buildings** are **unoccupied** and are destroyed or damaged during the period of insurance by an **insured event** **our** maximum liability will be the loss of estimated rental income during the period of the rebuilding or repair which will be calculated solely upon any tenancy agreement for such **building** which is in existence at the time of the **damage** occurring

Managing agents' charges

We will indemnify **you** for Managing agents' charges necessarily and reasonably incurred in connection with re-letting premises following insured loss under this section

Rent-free period

If there is a clause in the lease of the **premises** that allows a rent free period to the leaseholder then the definition of the **indemnity period** is amended to read as follows

Indemnity period

means the period beginning with the date on which but for the **damage** rent would have commenced to be received and ending not later than the expiry of the maximum indemnity period specified in the schedule during which the results of the **business** shall be affected in consequence of the **damage**

Break clauses

This insurance shall not be prejudiced by any insurance or causality break clause in a lease that enables a lessee to determine the lease in the event of **damage**

Buildings awaiting sale

If at the time of the **damage you** have contracted to sell **your** interest in the **buildings** or have accepted an offer in writing to purchase **your** interest in the **buildings** subject to contract and the sale is cancelled or delayed solely as a result of the **damage** provided that **you** make all reasonable efforts to complete the sale of the **buildings** as soon as practicable after the **damage you** may opt for the amount payable by **us** to be

- (1) during the period prior to the date upon which but for the **damage** the **buildings** would have been sold the loss of rent being the actual amount of the reduction of **rent receivable** by **you** solely as a result of the **damage**
- (2) during the period commencing with the date upon which but for the **damage** the **buildings** would have been sold and ending with the actual date of sale or with the expiry of the maximum indemnity period if earlier the loss of interest being
 - (a) the actual interest incurred on capital borrowed (solely to offset in whole or part the loss of use of the sale proceeds) for the purpose of financing the **business** the rate of interest not to be more than 4% above the European Central Bank main interest rate applying during the **indemnity period** and
 - (b) the investment interest lost to **you** on any balance of the sale proceeds (after deduction of any capital borrowed provided under (a))
 less any amount of **rent receivable**
- (3) additional expenditure being
 - (i) the expenditure necessarily and reasonably incurred solely as a result of the **damage** solely to avoid or minimise the loss payable under (1) or (2) above but not exceeding the amount of loss avoided by such expenditure
 - (ii) the additional legal fees and other expenditure incurred solely following cancellation or delay as a result of the **damage** but not exceeding the amount equivalent to the expenditure incurred immediately prior to the **damage**
 - (iii) the amount payable shall be adjusted to provide for any benefit **you** derive from cancellation of or delay in the sale so that it represents as nearly as may be practicable the actual loss **you** suffer

provided that the maximum amount payable for any item of rent under this section in any one period of insurance is €130,000

Extensions

The insurance provided by this section is extended to cover loss resulting from interruption of or interference with the **business** carried on by **you** at the **premises** as result of the following

Unless specifically stated otherwise these extensions do not increase **our** liability as stated in the Limit of liability paragraph to this section

1 Prevention of access - Damage

Access to or use of the **premises** being prevented or hindered by **damage** to neighbouring property

Excluding

- (i) any loss covered under the Utilities extension
- (ii) any period when access to the **premises** was not prevented or hindered

2 Prevention of access – Non Damage

Access to or use of the **premises** being prevented or hindered by

- (a) any action of government Gardaí or a local authority due to an emergency which could endanger human life or neighbouring property
- (b) any bomb scare at or in the vicinity of the **premises**

Excluding

- (i) any restriction of use of less than 4 hours
- (ii) any period when access to the **premises** was not prevented or hindered
- (iii) closure or restriction in the use of the **premises** due to the order or advice of the competent local authority as a result of an occurrence of food poisoning defective drains or other sanitary arrangements
- (iv) closure or restriction in the use of the **premises** due to **vermin**

Limit

€13,000 in the period of insurance

Special condition

- 1 For the purpose of part (b) of this extension the General exclusion Terrorism does not apply
- 2 The maximum indemnity period under this extension will not exceed 3 months

3 Utilities

Damage at any

- (a) generating station or sub-station of **your** electricity supplier
- (b) land-based premises of **your** gas supplier or any directly linked natural gas producer
- (c) water works or pumping station of **your** water supplier
- (d) land-based premises of **your** telecommunications services provider

4 Food poisoning defective sanitation vermin murder or suicide

The prevention or restriction of access to or closure of the **premises** on the order or advice of the Gardaí Environmental Health Service or other similar enforcement agency as a direct consequence of

- (a) any injury or illness sustained by any person arising from or traceable to food or drink poisoning which is directly traceable to food or drink provided at the **premises**
- (b) any accident causing defects in drains or other sanitary arrangements at the **premises**
- (c) any discovery of vermin at the **premises**
- (d) murder rape or suicide at the **premises**

Provided that

- (i) **We** shall only be liable for the loss arising at premises **you** occupy and which are directly affected by the occurrence discovery or accident
- (ii) Extensions which deem **damage** at other locations to be **damage** at the **premises** shall not apply to this cover

Excluding any costs incurred in the cleaning repair replacement recall or checking of property

Limit

Our liability under this extension in respect of any one occurrence discovery or accident shall not exceed €130,000

The maximum indemnity period for this extension will not exceed three months beginning from the date on which the restrictions on the **premises** are applied

5 Loss of attraction

Damage to buildings or other property in the immediate vicinity of the **premises** which has such an effect on the **business** at the **premises** that

- (a) an agreement to lease the **premises** or any part of the **premises** in course of negotiation or review is avoided or amended and the **rent receivable** by **you** is reduced
- (b) the turnover of any lessee's business is affected and rent receivable by **you** is reduced

Our liability for any one occurrence shall not exceed 10% of the sum insured or €320,000 whichever is the less

For the purposes of this extension the maximum indemnity period will not exceed 3 months

The following extensions increase the sums insured that apply but only to the extent stated

6 Additional increase in cost of working

Such further additional expenditure for an amount not exceeding €32,500 beyond that recoverable under paragraph (b) Basis of settlement Rent receivable items as **you** shall necessarily and reasonably incur during the **indemnity period** in consequence of the **damage** for the purpose of avoiding or diminishing the loss of **rent receivable**

The schedule will show if further additional increase in cost of working cover applies

7 Reinstatement of data

Unless more specifically insured **we** will pay the costs necessarily and reasonably incurred by **you** in reinstating data used in connection with **your business** that is lost or damaged as a consequence of **damage** to **computer equipment** anywhere in the **geographical limits**

Providing that

- (a) **our** liability is limited solely to the cost of reinstating data to any form of electronic magnetic and optical tapes and discs for use in any electronic computer or electronic data processing equipment
- (b) **we** shall not be liable for any losses discovered later than 180 days after the loss occurred
- (c) **we** shall not be liable for loss or damage to software
- (d) **we** shall not be liable under this extension for costs more specifically described under Computers - Increased cost of working extension
- (e) **you** comply with the Back-up records special condition

Special condition – Back-up records

You shall maintain a minimum of 2 generations of verified back-up computer records taken at intervals no less frequently than 48 hours one copy as a minimum being held off site and take all reasonable precautions to store and maintain records in accordance with the maker's recommendations

Limit

€32,500 any one period of insurance

8 Computers - Increased cost of working

Unless more specifically insured **we** will pay costs necessarily and reasonably incurred by **you** for the sole purpose of avoiding or diminishing interruption or interference to **your** computer operations used in connection with **your business** as a consequence of **damage** to **computer equipment** anywhere in the **geographical limits**

Limit

€32,500 any one period of insurance

9 Book debts

If following **damage** to **your** records used in connection with the **business** and held anywhere in the **geographical limits you** are unable to trace outstanding debit balances owed to **you we** will indemnify **you** for such loss as follows

- (a) **we** will pay the difference between the total outstanding debit balances and the total of the amounts received or traced for such balances
- (b) **we** will pay additional expenditure incurred with **our** previous consent in tracing and establishing customers' debit balances after the **damage**
- (c) **we** will pay for reasonable professional accountants' charges necessarily incurred in providing any evidence required by **us** in support of a claim

Excluding loss arising from misfiling erasure distortion deliberate falsification of business records abnormal conditions of trade or from bad debts

Limit

€65,000 any one claim

Special condition

It is a **condition precedent to liability** under this extension that **you** keep a record of the total amount outstanding in customers' accounts as at the end of each month and within 30 days of the end of each month deposit this record in a building other than that in which the original records are kept

10 Capital additions

Under the Rent receivable item following **damage** by an **insured event** to

- (a) alterations or additions to existing buildings or
- (b) newly acquired property so far as it is not otherwise insured anywhere in the **geographical limits**

Provided that **you** undertake to give details of such extension of cover as soon as practicable (at no later than six monthly intervals) and to effect specific insurance and pay any additional premium that is required from inception of the cover

Limit

10% of the Rent receivable sum insured or €650,000 whichever is the less

11 Loss of investment income

Where following the operation of an **insured event we** are making payments for **rent receivable** and the payment **we** make to **you** is made later than the date upon which **you** would normally expect to receive such rent from the lessee **we** will pay the interest which **you** would have earned by placing the money in **your** normal deposit account on the earlier date

12 Managing agents' premises

The definition of **premises** is extended to include the premises of **your** Managing agents in respect of any irrecoverable losses suffered by **you** resulting from **damage** at such premises

Limit

€75,000 or 20% of the rent receivable sum insured whichever is the less

Special condition applicable to this section

Premium adjustment clause

Sum insured basis

If **your rent receivable** (or a proportionately increased multiple of it where the maximum indemnity period exceeds 12 months) as certified by **your** auditors for the financial year of the 12 months most closely corresponding with any period of insurance is less than the sum insured a pro rata return of premium not exceeding 50% of the premium paid on each sum insured for such period of insurance will be made for the difference

If any **damage** has occurred resulting in a claim the return premium will be for the difference in **rent receivable** which is not due to the **damage**

Liabilities

The schedule will show if this section applies and the cover in force

Definitions

Each time any of the following words or phrases appear in this section in bold italic type (or in capital letters in the schedule) they will take the specific meaning shown below

Where words or phrases are not highlighted in this manner the normal everyday meaning of the word or phrase will apply

Bodily injury

means bodily injury death disease or illness

Business

means as defined in the General Definitions including

- (a) the routine repair maintenance and decoration of the ***premises***
- (b) private work undertaken with ***your*** consent by any ***employee*** for any director partner or ***employee*** of ***yours***

but this does not include any work undertaken ***offshore***

Data

means information represented or stored electronically including but not limited to code or series of instructions operating systems software programs and firmware

Employed person

means

- (a) any ***employee***
- (b) any person supplied to or hired or borrowed by ***you*** or on ***your*** behalf or any work experience student or youth training scheme participant while under ***your*** direct control and supervision

Employee(s)

means any person under a contract of service or apprenticeship with ***you***

Event(s)

means one occurrence or series of occurrences arising from or attributable to one source or original cause

Injury

means ***bodily injury*** wrongful arrest or false imprisonment

Legal costs

means

- (a) claimant's costs and expenses recoverable from ***you*** in respect of any claim which is the subject matter of indemnity under this section of the policy
 - (b) (i) the costs of legal representation at
 - (1) any coroner's inquest or inquiry in respect of any death
 - (2) proceedings in any court arising out of any alleged breach of statutory duty which may be the subject of indemnity under this section of the policy
 - (ii) all other costs and expenses in relation to any matter which may form the subject of a claim for indemnity under this section of the policy
- incurred with ***our*** prior written consent

Offshore

means embarkation onto a vessel or aircraft for conveyance to an offshore rig platform or service or accommodation vessel until disembarkation from the conveyance onto land upon return from such offshore rig platform or service or accommodation vessel

Period of insurance

means the period of insurance stated in the schedule

Pollution or contamination

means **injury** or **damage** directly or indirectly caused by or arising out of pollution or contamination of buildings or other structures or of water land or the atmosphere

Principal

means any party (other than a director trustee partner or **employee of yours**) on whose behalf **you** are undertaking work (excluding the sale or supply of **products**) in connection with the **business**

Products

means goods (including containers and packaging) not in **your** custody or control sold supplied installed erected serviced repaired altered or treated by **you** in connection with the **business** from any premises within the **geographical limits**

Any error in the sale supply or presentation of such goods is included in this definition

Property

means material property but this does not include **data**

You/ your/ yours

means the **Insured** named in the schedule

Unless **we** specifically state otherwise **we** will also indemnify

- (a) **your** personal representatives in respect of legal liability incurred by **you**
- (b) at **your** request
 - (i) any **principal**
 - (ii) any director trustee partner or **employed person of yours**
 - (iii) any owner or lessee of any apartment
 - (iv) the residents' association

in respect of liability for which **you** would have been entitled to indemnity had the claim been made against **you**

- (c) any officer or member of **your** canteen social sports and welfare facilities and fire first aid ambulance and security services in their individual capacities as such
- (d) any director trustee partner or **employee of yours** in respect of private work carried out with **your** prior consent by an **employed person** for such director trustee partner or **employee**

We will not provide an indemnity to any medical or dental practitioner in respect of medical services provided

Cover 1 – Employers' liability

Cover

We will indemnify **you** against **your** legal liability to pay damages and **legal costs** arising out of **bodily injury** to an **employed person** caused during the **period of insurance**

- (a) within the **geographical limits**
or
- (b) while temporarily outside these territories
in connection with the **business**

This insurance complies with the provisions of any law enacted in the **geographical limits** relating to the compulsory insurance of liability to employees

You will repay any sums paid by **us** which **we** would not have been obliged to pay but for the provisions of such law

Employers' liability exclusion

No indemnity will be provided in respect of any liability in respect of **bodily injury** for which **you** are required to arrange motor insurance or security in accordance with any road traffic legislation within the European Union the United Kingdom of Great Britain and Northern Ireland the Channel Islands or the Isle of Man

Limit of liability

This insurance is provided on a 'Costs Inclusive' basis

This means that **legal costs** are included within the limit of indemnity specified in the schedule

The total amount **we** will pay in respect of any **event** shall not exceed the limit of indemnity shown in the schedule

Employers' liability extension

The following is subject to the terms of the policy

Unsatisfied court judgements

Where a judgement for damages has been obtained

- (a) by one of **your employees** or their personal representatives in respect of **bodily injury** caused during any period of insurance and which arises out of and in the course of their employment with **you**
- (b) in any court situated within the **geographical limits**
- (c) against any company or individual operating from premises within the **geographical limits**
- (d) which remains unsatisfied in whole or in part six months after the date of the judgement

we will at **your** request pay to the **employee** or their personal representatives the amount of damages and any awarded costs which remain unsatisfied subject to there being no appeal outstanding

Any payment under this extension is conditional upon the judgement being assigned to **us** by the **employee** or their personal representatives

Cover 2 – Public liability

Cover

We will indemnify **you** against **your** legal liability to pay damages arising out of

- (a) accidental **injury** of any person
 - (b) accidental **damage to property**
 - (c) nuisance trespass to land trespass to goods or interference with any easement right of air light water or way
- We** will not provide indemnity in respect of any liability which arises from any deliberate act or omission by **you** which could reasonably have been expected having regard to the nature and circumstances of such act or omission or which is a natural consequence of the ordinary conduct of **your business** happening during the **period of insurance** and caused in connection with the business

We will in addition indemnify **you** against **legal costs** other than in respect of any claim which is brought within the legal jurisdiction of the United States of America or Canada in which circumstances **legal costs** shall be included within the limit of indemnity

Public liability exclusions

No indemnity will be provided in respect of

- (1) any liability connected with any error or omission in the provision of professional services
- (2) any liability arising from **bodily injury** to any **employed person** caused in connection with the **business**
- (3) any liability arising from **damage to property** which is owned or held in trust by **you** or which is in **your** custody or control

Exclusion (3) will not apply in respect of

 - (a) personal effects including vehicles and their contents belonging to residents **employees** directors trustees partners or visitors
 - (b) premises and their contents not owned by leased or rented by **you** at which **you** are undertaking work in connection with the **business**
 - (c) premises including fixtures and fittings hired by or leased rented or borrowed by **you** but **we** shall not be liable for
 - (i) the first €350 of any **damage** other than caused by fire or explosion
 - (ii) any liability arising solely under the terms of any contract or agreement
 - (iii) any liability which arises from an agreement to maintain in force insurance against loss of or damage to the premises and their fixtures and fittings
- (4) any liability arising from ownership possession or use by **you** or on **your** behalf of
 - (a) any mechanically propelled vehicle but (except where indemnity is provided by any motor insurance policy or in circumstances where insurance or security is required under any road traffic legislation) this exclusion will not apply in respect of
 - (i) the use of plant as a tool of trade on site
 - (ii) the use of plant at **your** premises
 - (iii) the loading or unloading of any vehicle
 - (iv) the movement of any vehicle not belonging to **you** which is interfering with the execution of the **business**
 - (b) any craft designed to travel in on or through water air or space but this exclusion shall not apply to any non-mechanically propelled waterborne craft of less than 9 metres in length whilst operated on inland waterways or within 3 miles of the coast

- (5) any liability arising directly or indirectly from **pollution or contamination** unless the **pollution or contamination** is caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific moment in time and place during the **period of insurance**
For the purposes of this exclusion all **pollution or contamination** which arises out of one incident shall be deemed to have occurred at the time such incident takes place
- (6) any liability arising from advice design or specification provided for a fee or for which a fee would normally be charged
- (7) any liability arising from the sale or supply of any **products** but this exclusion shall not apply to the disposal of **contents of common parts** furniture furnishings and office equipment originally used in connection with the **business** and which is no longer required for that purpose providing that these are not to **your** knowledge to be exported to the United States of America or Canada
The total amount **we** will pay in respect of damages for all **events** happening during any period of insurance caused by the disposal of such **contents of common parts** furniture furnishings and office equipment shall not exceed the limit of indemnity shown in the schedule
- (8) the costs of remedying any defect or alleged defect in premises which **you** have disposed of
- (9) (a) fines or penalties
(b) liquidated damages
(c) any compensation awarded by a court of criminal jurisdiction
(d) multiplied aggravated exemplary or punitive damages
- (10) any liability arising from the ownership or use by **you** or on **your** behalf of any premises situated in the United States of America or Canada
- (11) any liability arising from the supervision or execution of any manual work or contract undertaken outside of the European Union the United Kingdom of Great Britain and Northern Ireland the Channel Islands or the Isle of Man
- (12) any liability arising directly or indirectly from mining processing manufacturing removing handling disposing of treatment of distributing or storing of **asbestos**
However this shall not apply where removing handling or disposing of **asbestos** does not form part of **your** usual business or any contract work undertaken and
(a) **you** have complied with any legal obligations to manage **asbestos** and
(b) any discovery of **asbestos** by **you** is unintentional and accidental and
(c) whereupon discovery of **asbestos** all work immediately stops and
(d) a HSA preferred asbestos removal contractor is employed to make safe the area in which the discovery is made as soon as is practicable and who has Employers' and Public liability insurance in force which provides limits of indemnity no less than those provided by **your** policies and which do not exclude the work to be carried out
- (13) any liability arising directly or indirectly from fears of the consequences of exposure to or inhalation of **asbestos**

Limit of liability

This insurance is provided on a 'Costs in Addition' basis

This means that (with the exception of claims which are brought within the legal jurisdiction of the United States of America or Canada) **legal costs** are payable in addition to the limit of indemnity specified below

The total amount **we** will pay in respect of damages for

- (a) any one **event**
(b) all **events** arising from **pollution or contamination** which **we** deem to have occurred during any period of insurance

shall not exceed the limit of indemnity shown in the schedule

Where **we** are liable to indemnify more than one person the total amount of indemnity to all parties including **you** in respect of damages arising from one **event** shall not exceed the limit of indemnity shown in the schedule

Public liability extensions

Each of the following is subject otherwise to the terms of this policy

1 Cross liabilities

If **you** consist of more than one party (and in the case of partnerships this shall mean each individual partner) **we** will indemnify each party in the terms of this policy against liability incurred to the other in the same manner and to the same extent as if a separate policy had been issued to each subject to the maximum amount payable in respect of damages arising out of one **event** not exceeding the limit of indemnity

2 Contingent motor liability

Notwithstanding exclusion (4) regarding vehicles **we** will indemnify **you** alone in respect of legal liability for **injury** or **damage** arising out of the use by any **employee** in the course of the **business** of any mechanically propelled vehicle which is neither owned by nor provided by **you**

We will not provide an indemnity in respect of

- (a) **damage** to such vehicle or any **property** contained or being transported within it
- (b) **injury** or **damage** arising while the vehicle is being driven by **you** or any person who to **your** knowledge does not hold a licence to drive such a vehicle (unless they have held and are not disqualified for holding or obtaining such a licence)
- (c) circumstances where **you** are entitled to indemnity under any other insurance
- (d) **injury** or **damage** arising outside the **geographical limits**

3 Data protection

Definition specific to this extension

Data protection legislation

means Regulation (EU) 2016/679 (the "General Data Protection Regulation" or the "GDPR") and the Data Protection Act 2018 (the "DPA") or any subsequent legislation which specifically replaces GDPR or the DPA

We will indemnify **you** against **your**

- (a) legal liability to pay damages and **legal costs** for material and non-material damage
- (b) defence costs and prosecution costs awarded against **you**

resulting from any breach or alleged breach of **data protection legislation** happening during the period of insurance arising out of the conduct of **your business**

We will not provide any indemnity in respect of

- (i) the payment of fines penalties punitive or exemplary damages
- (ii) the costs of replacing reinstating rectifying erasing blocking or destroying any personal data
- (iii) liability arising from or caused by a deliberate or intentional act or omission by **you**
- (iv) liability arising out of circumstances which may give rise to a claim or prosecution which have been notified to or ought to have been notified to previous insurers or which were known to **you** at the inception of this extension
- (v) legal liability where indemnity is provided by any other insurance

In the event that any policy of insurance in force immediately prior to this extension expressly provided cover for **data protection legislation** on the basis of an indemnity for claims made during the period of insurance and in the event that a claim is first made against **you** in the period of insurance in respect of **data protection legislation** then the indemnity provided by this extension is extended to indemnify **you** provided that **we** shall not be liable for

- (1) claims not insured by this extension
- (2) any claim or notice notified later than twenty-eight days after receipt of such claim or notice

The total amount **we** will pay in respect of

- (a) shall not exceed the limit of indemnity shown on the schedule
- (b) shall not exceed €100,000 any one claim and in the aggregate any one period of insurance

4 Overseas personal liability

We will indemnify **you** for personal liability for **injury** or **damage** arising other than in connection with the **business** or any business of the person claiming indemnity while such persons are temporarily outside the **geographical limits** in connection with the **business**

No indemnity will be provided by this extension

- (i) for any liability which attaches solely because of a contract
- (ii) arising out of the ownership or occupation of land or buildings
- (iii) where indemnity is provided by any other insurance
- (iv) arising from any craft designed to travel in on or through water air or space but this exclusion shall not apply to any watercraft hired or borrowed and which are less than 5 metres in length and with a maximum speed of less than 15 knots while operated on inland waterways or within 3 miles of the coast
- (v) arising from any electrically or mechanically powered vehicle other than a battery powered wheelchair or mobility scooter or a vehicle used only as domestic gardening equipment or a golf cart trolley or buggy controlled by someone on foot

The total amount **we** will pay for damages for any one **event** is the limit of indemnity as stated in the schedule or €6,500,000 whichever is the less

Liability section extensions

If in force the covers of this section are extended for the following and are subject to terms conditions and exclusions of the relevant cover

1 Compensation for court attendance

If **we** request any of the following categories of people to attend court as a witness in connection with a claim under this section of the policy **we** will provide **you** with the following rates of compensation for each day on which attendance is required

Any of **your** directors trustees or partners €650

Any **employee** €325

2 Prosecution defence costs

We will subject to the limit of indemnity indemnify **you** in respect of

- (a) legal costs and expenses incurred with **our** written consent
- (b) costs awarded against **you**

in connection with the defence of any criminal proceedings or an appeal against a conviction arising from such proceedings brought for a breach of the Safety Health and Welfare at Work Act 2005 and any similar safety legislation alleged to have been committed during the **period of insurance** in connection with the **business**

We will not provide any indemnity

- (a) where indemnity is provided by any other insurance
- (b) in circumstances where **injury** or **damage** has occurred which may be the subject of a claim under either the employers' liability or public liability covers of this section
- (c) in respect of fines or penalties of any kind
- (d) where the proceedings have resulted from any deliberate act or omission by
 - (i) **you** or any director trustee or partner of **yours**
 - (ii) any **employee** of **yours** who has specific responsibility for compliance with the above legislation which could reasonably have been expected to constitute a breach of the above legislation

The total amount **we** will pay in respect of any one claim shall not exceed €1,300,000

Memorandum

Adjustment of premium

If any part of the premium has been calculated on estimates **you** shall within 30 days from the expiry of each **period of insurance** supply to **us** such information as **we** may require

The premium for such period will be adjusted and the difference paid by or allowed to **you** subject to any minimum premium

Legal expenses

The schedule will show if this section applies and the cover in force

Note (not forming part of the policy):

To ensure an expert service the cover under this section has been arranged by us through ARAG Legal Protection Limited (ARAG).

We are responsible for paying any claims under this section but ARAG manage all claim matters and correspondence on our behalf. Claims are usually handled by an appointed representative appointed by ARAG. Claims outside the Republic of Ireland may be dealt with by ARAG offices elsewhere in Europe.

You can phone ARAG at any time for legal advice on any commercial legal problem affecting your business, subject to the laws of the Republic of Ireland, the United Kingdom, the Isle of Man and the Channel Islands.

0818 670 747

If your issue cannot be dealt with through legal advice and needs to be dealt with as a potential claim under this section, please phone ARAG on 01 670 7470 and ARAG will send you a claim form. ARAG cannot confirm cover for your claim over the phone. Please send your completed claim form or written details of your claim to:

Claims Department

ARAG Legal Protection Limited (ARAG)

Europa House

Harcourt Centre

Harcourt Street

Dublin D02 WR20

Or e-mail to claims@arag.ie

Once you have sent ARAG the details of your claim and ARAG have accepted it, ARAG will start to resolve your legal problem.

Please do not ask for help from a solicitor or accountant before ARAG have agreed. If you do we will not pay the costs involved.

Registered office

ARAG Legal Protection Limited is registered in Republic of Ireland number 639625. Registered address: Europa House, Harcourt Street, Dublin 2, D02 WR20. ARAG Legal Protection Limited is regulated by the Central Bank of Ireland.

Website: www.arag.ie

PRIVACY STATEMENT

This is a summary of how ARAG collect, use, share and store personal information. To view ARAG's full privacy statement, please see ARAG's website www.arag.ie

Collecting personal information

ARAG may be required to collect certain personal or sensitive information which may include name, address, date of birth and if appropriate medical information. ARAG will hold and process this information in accordance with all relevant data protection regulations and legislation. Should ARAG ask for personal or sensitive information, ARAG undertake that it shall only be used in accordance with ARAG's privacy statement. ARAG may also collect information for other parties such as suppliers ARAG appoint to process the handling of a claim.

Using personal or sensitive information

The reason ARAG collect personal or sensitive information is to fulfil ARAG's contractual and regulatory obligations in providing this insurance product, for example to process premium or handle a claim. To fulfil these obligations, ARAG may need to share personal or sensitive information with other organisations. ARAG will not disclose personal or sensitive information for any purpose other than the purpose for which it was collected. Please refer to ARAG's full privacy statement for full details.

Keeping personal information

ARAG shall not keep personal information for any longer than necessary.

Your rights

You have a number of rights in relation to how ARAG hold personal data including; the right to a copy of the personal data ARAG hold; the right to object to the use of personal data or the withdrawal of previously given consent; the right to have personal data deleted.

For a full list of privacy rights and when ARAG will not be able to delete personal data, please refer to ARAG's full privacy statement.

Definitions

Each time any of the following words or phrases appear in this section in bold italic type (or in capital letters in the schedule) they will take the specific meaning shown below

Where words or phrases are not highlighted in this manner the normal everyday meaning of the word or phrase will apply

Appointed representative

means the **preferred law firm** law firm accountant or other suitably qualified person appointed to act on the **insured person's** behalf

Costs and expenses

means

(1) **Legal costs**

All reasonable and necessary costs chargeable by the **appointed representative** and agreed by **us** in accordance with the **ARAG Standard Terms of Appointment**

Also the costs incurred by opponents in civil cases if an **insured person** has been ordered to pay them or pays them with **our** agreement

(2) **Accountants' costs**

The costs reasonably incurred by the **appointed representative** in accordance with **ARAG's** claims handling instructions

(3) **Attendance expenses**

In the event of the **insured person's** absence from work **attendance expenses** to perform jury service or to attend any court or Workplace Relations Adjudication at the request of the **appointed representative**

The maximum **we** will pay is the **insured person's** net salary or wages for the time that the **insured person** is absent from work less any amount **you** have paid them or any amount the court or the Workplace Relations Commission has paid or awarded them

The amount **we** will pay for is based on the following

- (a) The time the **insured person** is off work including the time it takes to travel to and from the hearing
This will be calculated to the nearest half day assuming that a whole day is eight hours
- (b) 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
- (c) If the **insured person** works part-time the salary or wages will be a proportion of the **insured person's** weekly salary or wages

Countries covered

means

For **insured event 2** - Legal defence (excluding 2(d) Formal investigations and disciplinary hearings and 2(e) Statutory notice appeals) and **insured event 6(b)** - Personal injury

The European Union the United Kingdom of Great Britain and Northern Ireland the Isle of Man the Channel Islands Albania Andorra Bosnia Herzegovina Gibraltar Iceland Liechtenstein Macedonia Monaco Montenegro Norway San Marino Serbia Switzerland and Turkey

For all other **insured events**

The Republic of Ireland

ARAG

means ARAG Legal Protection Limited

ARAG Standard Terms of Appointment

means the terms and conditions (including the amount **we** will pay to an **appointed representative**) that apply to the relevant type of claim which could include a no win no fee agreement

Where a law firm is acting as an **appointed representative** the amount is currently up to a maximum of €150 per hour

Date of occurrence

means

- (1) For civil cases (other than under **insured event 7** – Tax protection) the date of the event that leads to a claim

If there is more than one event arising at different times from the same originating cause the **date of occurrence** is the date of the first of these events (this is the date the event happened which may be before the date **you** or an **insured person** first became aware of it)

- (2) For criminal cases the date the **insured person** began or is alleged to have begun to break the law
- (3) For **insured event 3** – Statutory licence appeal the date when **you** first became aware of the notice of intention or proposal by the relevant licensing or regulatory authority to suspend alter the terms of refuse to renew or cancel **your** licence
- (4) For **insured event 7** – Tax protection
 - (a) when the **insured person** is notified in writing of the intention to carry out a **full revenue audit**
 - (b) and (c) the date when the relevant authority sends an assessment or written decision to **you** following a **single head revenue audit**
- (5) For **insured event 2** – Legal defence (e) Statutory notice appeals the date when the **insured person** is issued with the relevant notice and has the right to appeal

Full revenue audit

means an extensive examination by the Revenue Commissioner which considers all aspects of **your** tax affairs excluding those audits which are limited to one or more specific aspects of **your** self-assessment and/or corporation tax return (however described by the Revenue Commissioners) and also excluding any reviews conducted by the Revenue Commissioners as part of its review programmes

Personal Injuries Assessment Board.ie (PIAB)

means an independent statutory government body which assesses the amount of compensation due to a person who has suffered a personal injury

Insured event(s)

means the circumstances in which the insurance provided by this section will operate as described in each separate cover

Insured person

means

- (1) The **Insured** and the directors trustees partners managers officers volunteers and workers of the **Insured**
- (2) The estates heirs legal representatives or assigns of any person mentioned in (1) above in the event of such person dying
- (3) A person contracted to perform work for the **Insured** who is in other respects insured by **you** on the same basis as **your** employees and performs work under **your** supervision and direction

Limit of indemnity

means the most **we** will pay in **costs and expenses** and any compensation awards payable by **us** for all claims resulting from one or more events arising at the same time or from the same originating cause

Please refer to the policy schedule for this amount

The most **we** will pay for the total of all compensation awards in respect of employment disputes in any one **period of insurance** shall not exceed the aggregate limit as shown in the policy schedule

This aggregate limit will form part of and not be in addition to the **limit of indemnity**

Period of insurance

means the period for which **we** have agreed to cover the **Insured**

Preferred law firm

means a law firm **ARAG** choose to provide legal or other services

These legal specialists are chosen as they have the proven expertise to deal with the **insured person's** claim and must comply with **ARAG's** agreed service standard levels which **ARAG** audit regularly

They are appointed according to the **ARAG Standard Terms of Appointment**

Reasonable prospects

means

- (1) For civil cases the prospects that the **insured person** will recover losses or damages or a reduction in tax or Pay Related Social Insurance Contribution liabilities (or obtain any other legal remedy that **ARAG** has agreed to including an enforcement of judgment) or make a successful defence must be at least 51% **ARAG** or a **preferred law firm** on **ARAG's** behalf will assess whether there are **reasonable prospects**
- (2) For criminal cases there is no requirement for there to be prospects of a successful outcome
- (3) For all civil and criminal appeals the prospects of a successful outcome must be at least 51%

Single head revenue audit

means an examination by the Revenue Commissioners which considers one specific aspect of **your** self-assessment and/or corporation tax return

This includes a standalone VAT or PAYE or PRSI or USC Single Head audit

Cover

We will indemnify the **insured person** in respect of any **insured event** shown as included in the schedule arising in connection with the **business** as long as

- (a) **reasonable prospects** exist for the duration of the claim and
- (b) the **date of occurrence** of the **insured event** happens during the **period of insurance** and within the **countries covered** and
- (c) any legal proceedings will be dealt with in the **countries covered** by
 - a court or
 - any other body which **ARAG** agree to

What we will pay

We will pay an **appointed representative** on the **insured person's** behalf **costs and expenses** incurred following an **insured event** and any employment financial compensation awards that **ARAG** have agreed to provided that

- (1) the most **we** will pay for **costs and expenses** including compensation awards in respect of all claims resulting from one or more events arising at the same time or from the same originating cause is the **limit of indemnity**
- (2) the most **we** will pay in **costs and expenses** is no more than the amount **we** would have paid to a **preferred law firm**
 This will vary depending on the type of claim but the hourly amount **we** will pay a law firm will be included within the **ARAG Standard Terms of Appointment**
 These will be provided to **you** once **we** accept your claim if it is necessary to issue legal proceedings and **you** choose **your** own **appointed representative** rather than using a **preferred law firm**
 Where **costs and expenses** have not already been agreed with a **preferred law firm** for the relevant claim type **we** will pay up to a maximum of €150 per hour
- (3) in respect of an appeal or the defence of an appeal the **insured person** must tell **ARAG** within the time limits allowed that they want to appeal
 Before **we** pay the **costs and expenses** for appeals **ARAG** must agree that **reasonable prospects** exist
- (4) for an enforcement of judgment to recover money and interest due to **you** after a successful claim under this section **ARAG** must agree that **reasonable prospects** exist
- (5) where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages the most **we** will pay in **costs and expenses** is the value of the likely award
- (6) in respect of **insured event 2 – Legal defence (g) Jury service and court attendance** the maximum **we** will pay is the **insured person's** net salary or wages for the time that the **insured person** is absent from work less any amount the court or tribunal pays
- (7) in respect of **insured event 6(b) Personal injury** **we** will pay the application fee required by the **Personal Injuries Assessment Board.ie (PIAB)**

What we will not pay

In the event of a claim if the **Insured** decides not to use the services of a **preferred law firm you** will be responsible for any costs that fall outside the **ARAG Standard Terms of Appointment** and these will not be paid by **us**

Insured events

1 Employment disputes and employment financial compensation awards

(a) Employment disputes

Costs and expenses to defend the **Insured's** legal rights

- (1) prior to the issue of proceedings before a Workplace Relations Adjudicator court or tribunal following the dismissal of an employee
 or
- (2) in legal proceedings in respect of any dispute with
 - (i) an employee or ex-employee or a trade union acting on behalf of an employee or ex-employee which arises out of or relates to a contract of employment with the **Insured** or
 - (ii) an employee prospective employee or ex-employee arising from an alleged breach of their statutory rights under employment legislation

Exclusions

- (i) Employee internal disciplinary or grievance procedures
- (ii) 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 2000 or the European Communities (Protection of Employees on Transfer of Undertakings) Regulations 2003 and any amending legislation

(b) Employment financial compensation awards

Where **ARAG** have accepted a claim under *insured event* 1(a) **we** will pay up to the *limit of indemnity* for any employment financial compensatory award otherwise payable by **you**

Provided that

- (1) in cases relating to performance grievance or conduct of an employee the **Insured** has sought and followed advice from **ARAG**' legal advice service throughout
- (2) for compensation following **your** breach of statutory duty under employment legislation **you** have at all times sought and followed advice from **ARAG**' legal advice service 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 sought and followed the advice given by ARAG Claims Department prior to serving notice of redundancy
- (4) the compensation award is awarded by a Workplace Relations Adjudicator or Employment Appeals Tribunal or the Labour court under a judgment made after full argument and otherwise than by consent or default or is payable under settlement approved in writing in advance by **ARAG**

Exclusions

- (i) Any compensation award relating to the following
 - (a) Trade union activities trade union membership or non-membership industrial or labour arbitration collective bargaining agreements trade union recognition or matters concerning European Work Councils
 - (b) Health & Safety related dismissals or any other claims brought under Section 27 or alleged contravention of Section 27 of the Safety, Health and Welfare Work Act 2005
 - (c) Pregnancy or maternity rights paternity parental or adoption rights
 - (d) Civil claims against or statutory rights in relation to trustees of occupational pension schemes
 - (e) Statutory rights in relation to Sunday shop and betting work
- (ii) Non-payment of money due under the relevant contract of employment or statutory provision relating thereto
- (iii) Any award ordered because the **Insured** has failed to provide relevant records to employees under the National Minimum Wage Act 2000 or any amending legislation
- (iv) Claims under the Organisation of Working Time Act where **you** have failed to maintain adequate working time records
- (v) Any employment financial compensation award or increase in employment financial compensation award relating to failure to comply with a current or previous recommendation made by the Workplace Relations Commission or the Labour Court or a tribunal including non-compliance with a reinstatement or re-engagement order
- (vi) Any compensation award relating to personal injury brought as part of the same set of proceedings as a claim accepted under *insured event* 1(a) Employment disputes

(c) Employee civil legal defence

Costs and expenses to defend the **insured person's** (other than the **Insured's**) legal rights if an event arising from their work as an employee leads to civil action being taken against them

- (1) under legislation for unlawful discrimination or
- (2) as trustee of a pension fund set up for the benefit of the *Insured's* employees

We will only provide cover for an *insured person* (other than the *Insured*) at the *Insured's* request

(d) Service occupancy

Costs and expenses to pursue a dispute with an employee or ex-employee to recover possession of premises owned by or for which the *Insured* is responsible

Exclusion

Any claim relating to defending the *Insured's* legal rights other than defending a counter-claim

2 Legal defence

Costs and expenses to defend the *insured person's* legal rights in respect of the following

(a) Criminal pre-proceedings cover

Prior to the issue of legal proceedings when dealing with the

- Gardaí
- Health & Safety Authority and/or regional Health Boards

where it is alleged that the *insured person* has or may have committed a criminal offence

(b) Criminal prosecution defence

Following an event which leads to the *insured person* being prosecuted in a court of criminal jurisdiction

Provided that in so far as proceedings under the Safety, Health and Welfare at Work Act 2005 are concerned the *countries covered* shall be any place where the Act applies

(c) Wrongful arrest

Civil action taken against the *Insured* for wrongful arrest in respect of an accusation of theft alleged to have been carried out during the *period of insurance*

(d) Formal investigations and disciplinary hearings

Representing the *insured person* throughout a formal investigation or disciplinary hearing by any relevant authority

(e) Statutory notice appeals

Representing the *insured person* in an appeal against the imposition or terms of any Statutory Notice issued under legislation affecting the *Insured's* business other than those issued in connection with the *Insured's* licence

(f) Data protection and Data Protection Commissioner registration

- (i) If civil action is taken against the *insured person* for compensation under data protection legislation when handling personal data in their capacity as a data controller and/or a data processor by

- (a) an individual

We will also pay any compensation award up to the *limit of indemnity* in respect of such a claim

- (b) a data controller and/or data processor which arises out of or relates to a claim made by an individual for compensation against that data controller and/or data processor

We will not pay any compensation award in respect of such a claim

- (ii) Representing the business in appealing against the refusal of the Data Protection Commissioner to register the *Insured's* application for registration

Provided that

- (1) in respect of (f)(i)(a) any sum of money in settlement of a dispute is awarded by a court under a judgment made after full argument and otherwise than by consent or default or is payable under settlement approved in advance by **us**
- (2) **we** will not cover the cost of fines imposed by the Data Protection Commissioner or any other regulatory and/or criminal body

(g) Jury service and court attendance

An **insured person's** absence from work

- (i) to perform jury service
- (ii) to attend any court or tribunal at the request of the **appointed representative**

Provided that for each of the above sections of Legal defence cover the **Insured** requests cover for the **insured person**

Exclusions

- (i) For (a) Criminal pre-proceedings cover and (b) Criminal prosecution defence cover any criminal investigation or enquiry by with or on behalf of the Revenue Commissioners
- (ii) For (a) Criminal pre-proceedings cover and (b) Criminal prosecution defence cover any claim relating to the **insured person** driving without valid motor insurance
- (iii) For (a) Criminal pre-proceedings cover and (b) Criminal prosecution defence cover any claims arising from parking or obstruction offences
- (iv) Any motor related prosecution where the **Insured** owns or has use of more than 6 motor vehicles for the **business**
- (v) For (e) Statutory notice appeals a Statutory Notice issued by an **insured person's** regulatory or governing body
- (vi) For (f) Data protection and Data Protection Commissioner registration cover any claims relating to
 - (i) the loss alteration corruption or distortion of or damage to stored personal data or
 - (ii) a reduction in the functionality availability or operation of stored personal data resulting from hacking (unauthorised access) malicious or negligent transfer (electronic or otherwise) of a computer program that contains any malicious or damaging code computer virus or similar mechanism

3 Statutory licence appeal

Costs and expenses in an appeal to the relevant statutory or regulatory authority court or tribunal following a decision by a licensing or regulatory authority to suspend or alter the terms of or refuse to renew or cancel the **Insured's** licence

Exclusions

- (i) Assistance with the application process either in relation to an original application or application for renewal of a statutory licence
- (ii) Any licence appeal relating to the ownership driving or use of a motor vehicle

4 Contract disputes

Costs and expenses in a contractual dispute arising from an agreement or alleged agreement which has been entered into by or on behalf of the **Insured** for the purchase hire sale or provision of goods or of services

Provided that

- (1) the amount in dispute exceeds €300 (excluding VAT) or if the amount is payable in instalments the instalments due and payable at the time of making the claim exceed €300 (excluding VAT)
- (2) if the dispute relates to money owed to the **Insured** a claim under this section is made within 90 days of the money becoming due and payable

Exclusions

- (i) Any dispute arising from an agreement entered into prior to the inception date of the indemnity provided by this section if the **date of occurrence** is within the first 90 days of the indemnity provided by this section unless equivalent legal expenses insurance was in force immediately before
- (ii) Any claim relating to the following
 - (a) A dispute over the settlement payable under an insurance policy (**we** will cover a dispute if the **Insured's** insurer refuses the **Insured's** claim but not for a dispute over the amount)
 - (b) The
 - sale
 - purchase
 - terms of a lease
 - licence
 - tenancy
 of land or buildings other than a dispute with a professional advisor in connection with these matters
 - (c) A loan mortgage pension guarantee or any other financial product chosen in action and disputes with a professional advisor in connection with these matters
 - (d) A motor vehicle owned by or hired by or leased to the **Insured** other than agreements relating to the sale of motor vehicles where the **Insured** is engaged in the business of selling motor vehicles
- (iii) A dispute with an employee or ex-employee which arises out of or relates to a contract of employment with the **Insured**
- (iv) A dispute which arises out of
 - (a) the sale or provision of computer hardware software systems or services
 - (b) the purchase or hire of computer hardware software systems or services tailored by a supplier to the **Insured's** own specification
- (v) A dispute arising from a breach or alleged breach of professional duty by an **insured person**
- (vi) The recovery of money and interest due from another party other than disputes where the other party intimates that a defence exists
- (vii) The first €600 of **legal costs** unless the dispute is to be dealt with under the Small Claims Court Procedure

5 Debt recovery

Costs and expenses in a dispute relating to the recovery of money and interest due from the sale or provision of goods or services including enforcement of judgments

Provided that

- (1) the debt exceeds €300 (excluding VAT)
- (2) the claim is made within 90 days of the money becoming due and payable
- (3) **we** have the right to select the method of enforcement or to forego enforcing judgment if **we** are not satisfied that there are or will be sufficient assets available to satisfy judgment

Exclusions

- (i) Any debt arising from an agreement entered into prior to the inception date of the indemnity provided by this section if the debt is due within the first 90 days of the indemnity provided by this section unless equivalent legal expenses insurance was in force immediately before
- (ii) Any claim relating to the following
 - (a) The settlement payable under an insurance policy
 - (b) The
 - sale
 - purchase
 - terms of a lease

- licence
 - tenancy
- of land or buildings
- (c) A loan mortgage pension guarantee or any other financial product and choses in action
 - (d) A motor vehicle owned by or hired by or leased to the **Insured** other than agreements relating to the sale of motor vehicles where the **Insured** is engaged in the business of selling motor vehicles
- (iii) A dispute which arises out of the purchase hire sale or provision of computer hardware software systems or services
 - (iv) The recovery of money and interest due from another party where the other party intimates that a defence exists
 - (v) Any dispute which arises from debts the **Insured** has purchased from a third party

6 Property protection and personal injury

(a) Property protection

- (1) **Costs and expenses** in a civil dispute relating to material property which is owned by or the responsibility of the **Insured** provided that the **Insured** has established the legal ownership or right to the land that is the subject of the dispute following
 - (a) any event which causes physical damage to such material property
 - or
 - (b) a legal nuisance (meaning any unlawful interference with **your** use or enjoyment of **your** land or some right over or in connection with it)
 - or
 - (c) a trespass

Exclusions

Any claim relating to the following

- (i) A contract entered into by the **Insured**
- (ii) Goods in transit or goods lent or hired out
- (iii) Goods at premises other than those occupied by the **Insured** unless the goods are at such premises for the purpose of installations or use in work to be carried out by the **Insured**
- (iv) Mining subsidence
- (v) Defending the **Insured's** legal rights other than in defending a counter-claim
- (vi) A motor vehicle owned by or used by or hired by or leased to an **insured person** (other than damage to motor vehicles where the **Insured** is engaged in the business of selling motor vehicles)
- (vii) The enforcement of a covenant by or against the **Insured**

(b) Personal injury

At the **Insured's** request **we** will pay **costs and expenses** for an **insured person's** and their family members' legal rights following a specific or sudden accident that causes the death of or bodily injury to them

This includes assisting the **insured person** (and family member if applicable) through **ARAG'** claims and legal advice service to register their claim with the **Personal Injuries Assessment Board.ie (PIAB)**

Exclusions

Any claim relating to the following

- (i) Any illness or bodily injury that develops gradually
- (ii) Psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused physical bodily injury
- (iii) Defending an **insured person's** and their family members' legal rights other than in defending a counter-claim

- (iv) A motor vehicle owned by or used by or hired or leased to an **insured person** or their family members
- (v) The cost of obtaining a medical report when registering with the **Personal Injuries Assessment Board.ie (PIAB)**

7 Tax protection

Costs and expenses for an **appointed representative** to act on behalf of the **Insured** and at the request of the **Insured** the directors trustees and partners of the **Insured** in the event that one of the following enquiries is undertaken in direct connection with the activities of the **business**

(a) Revenue audits

We will pay **accountant's costs** in respect of a **full revenue audit** carried out by the Revenue Commissioners into **your** business accounts and represent **you** in any subsequent appeal proceedings following the **full revenue audit**

(b) Employer's compliance

We will represent **you** in any appeal proceedings in respect of a dispute concerning **your** compliance with Pay As You Earn or Social Insurance Contribution Regulations following a **single head revenue audit** by the Revenue Commissioners or the Department of Social Community and Family Affairs

(c) VAT disputes

We will represent **you** in any appeal proceedings following a **single head revenue audit** carried out by the Revenue Commissioners in respect of Value Added Tax due

Provided that

- (1) for all **insured events** the **Insured** has taken reasonable care to ensure that all returns are complete and correct and that such returns are submitted within the statutory time limits allowed
- (2) the **Insured** and the **appointed representative** comply with **ARAG'** claims handling instructions throughout the course of the claim

Exclusions

- (i) A **single head revenue audit** in respect of Value Added Tax or Pay As You Earn or Social Insurance Contribution Regulations or Universal Social Charge
- (ii) Any **insured event** arising from a tax avoidance scheme
- (iii) Any **insured event** caused by the failure to register for Value Added Tax
- (iv) Any **insured event** arising from any investigation or enquiry undertaken by the Revenue Commissioners into **your** alleged dishonesty or **your** alleged criminal activities
- (v) Reviews conducted by the Revenue Commissioners as part of its review programmes

Note (not forming part of the policy):

How we deal with Tax Protection claims under this section (A step by step guide to your tax claim)

Your business is required by law to submit accounts and pay tax to the Revenue Commissioners. This section will pay your accountant's costs if the Revenue Commissioners carry out a full revenue audit of your business accounts provided that these guidelines are followed.

Please note:

Single head revenue audits in respect of VAT, PAYE or Social Insurance Regulations are not covered under this policy.

Notifying us of your claim

- (1) If you receive notification from the Revenue Commissioners, you or your accountant can contact ARAG by phone on **01 670 7470**.

ARAG can send you a claim form and give you advice about how to make your claim. ARAG cannot confirm cover for your claim over the phone.

- (2) When ARAG receive the information they need to help you with your claim ARAG will appoint an accountant to act for you. If you wish ARAG to appoint your own accountant you must send ARAG the person's name and address when you send them your completed claim form. The accountant appointed by ARAG 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 costs that have been incurred for work carried out before we have accepted your claim.

Handling your claim

- (1) ARAG Tax Protection covers the cost of representing you in a full revenue audit and in any appeal proceedings in respect of a Revenue Audit.
- (2) Once ARAG have accepted your claim and have arranged for an appointed representative to deal with it ARAG 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 the right to limit the sum payable under the policy to an amount that is necessary and reasonable in the circumstances.

- (3) 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 ARAG 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 that reasonable prospects exist.
- (4) If at any time during the full revenue 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 fees to be paid under your policy.

When we cannot help

- (1) 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.
- (2) 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.
- (3) We will not pay 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.
- (4) Please note the exclusions on your policy in relation to dishonesty, and all other terms and conditions applying to the policy.

Settling your claim

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

Appeals following a single head revenue audit by the Revenue Commissioners or Department of Social Community and Family Affairs arising from Employers' compliance with PAYE or PRSI, and appeals in relation to VAT assessments following a single head revenue audit, are also covered by this section.

If you need to notify ARAG of a claim that arises from any of these circumstances please follow the instructions outlined in (1) and (2) above '**Notifying us of your claim**'. ARAG will adopt a similar approach when dealing with these claims as for Revenue Audits (refer to '**Handling your claim**' above) although the actual work carried out by the appointed representative will differ. Please note ARAG cannot cover disputes with the Revenue Commissioners that result from your failure to register your business for VAT.

Conditions

- 1 (a) On receiving a claim if representation is necessary **ARAG** will appoint a **preferred law firm** or in-house lawyer as the **Insured's appointed representative** to deal with the **Insured's** claim
They will try to settle the **Insured's** claim by negotiation without having to go to court
- (b) If the appointed **preferred law firm** or in-house lawyer cannot negotiate settlement of the **Insured's** claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest then the **Insured** may choose a law firm or tax expert to act as the **appointed representative**
ARAG will choose the **appointed representative** to represent the **Insured** in any proceedings where **we** are liable to pay a compensation award
- (c) If the **Insured** chooses a law firm as their **appointed representative** who is not a **preferred law firm**
ARAG will give the **Insured's** choice of law firm the opportunity to act on the same terms as a **preferred law firm**
However if they refuse to act on this basis the most **we** will pay is the hourly amount **we** would have paid if they had agreed to the **ARAG Standard Terms of Appointment** and in those circumstances **you** would be liable for **costs and expenses** which exceed those included within the **ARAG Standard Terms of Appointment**
These will be provided to **you** once **we** accept **your** claim if it is necessary to issue legal proceedings and **you** choose **your** own **appointed representative** rather than using a **preferred law firm**
Where **costs and expenses** have not already been agreed with a **preferred law firm** for the relevant claim type **we** will pay up to a maximum of €150 per hour
- (d) The **appointed representative** must co-operate with **ARAG** at all times and must keep **ARAG** up to date with the progress of the claim
- 2 An **insured person** must
 - (a) co-operate fully with **ARAG** and the **appointed representative**
 - (b) give the **appointed representative** any instructions that **ARAG** ask them to
- 3 (a) An **insured person** must tell **ARAG** if anyone offers to settle a claim and must not negotiate or agree to any settlement without written consent from **ARAG**
- (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 an **insured person** the reasonable value of the claim that the **insured person** is claiming or is being claimed against them instead of starting or continuing legal action
In these circumstances an **insured person** must allow **ARAG** to take over and pursue or settle a claim in their name
An **insured person** must allow **ARAG** to pursue at **our** expense and for **our** benefit any claim for compensation against any other person and an **insured person** must give **ARAG** all the information and help **ARAG** need to do so

- 4** (a) An **insured person** must instruct the **appointed representative** to have **costs and expenses** taxed assessed or audited if **ARAG** ask for this
- (b) An **insured person** must take every step to recover **costs and expenses** and court attendance and jury service expenses that **we** have to pay and must pay **us** any amounts that are recovered
- 5** If the **appointed representative** refuses to continue acting for an **insured person** with good reason or if an **insured person** dismisses the **appointed representative** without good reason the cover **we** provide will end immediately unless **ARAG** agree to appoint another **appointed representative**
- 6** (a) If an **insured person** settles a claim or withdraws their claim without **ARAG**' agreement or does not give suitable instructions to the **appointed representative we** can withdraw cover and will be entitled to reclaim any **costs and expenses we** have paid
- (b) If during the course of a claim **reasonable prospects** no longer exist the cover **we** provide will end at once
- We** will pay any **costs and expenses** and compensation awards **we** have agreed to up to the date cover was withdrawn
- 7** **ARAG** may require the **Insured** to get at the **Insured's** own expense an opinion from an expert that **ARAG** consider appropriate on the merits of the claim or proceedings or on a legal principle
- The expert must be approved in advance by **ARAG** and the cost agreed in writing between the **Insured** and **ARAG**
- Subject to this **we** will pay the cost of getting the opinion if the expert's opinion indicates that it is more likely than not that the **Insured** will recover damages (or obtain any other legal remedy that **ARAG** have agreed to) or make a successful defence
- 8** If there is a disagreement between the **Insured** and **ARAG** about the handling of a claim and it is not resolved through **ARAG**' internal complaints procedure and the **Insured** is a small business they can contact the Financial Services and Pensions Ombudsman (FSPO) for help
- Details available from www.fspo.ie
- Alternatively there is a separate arbitration process (this applies to all size of business)
- The arbitrator will be a barrister chosen jointly by the **Insured** and **ARAG**
- If there is a disagreement over the choice of arbitrator **ARAG** will ask the Chartered Institute of Arbitrators to decide
- 9** An **insured person** must
- (a) keep to the terms and conditions of this policy
- (b) take reasonable steps to avoid and prevent claims
- (c) take reasonable steps to avoid incurring unnecessary costs
- (d) send everything **ARAG** ask for in writing
- (e) give **ARAG** full and factual details of any claim and give **ARAG** any information they need and
- (f) report any claim to **ARAG** as soon as they become aware of it and within 180 days of the date they should have known about it
- 10** All Acts of the Oireachtas within the policy wording shall include any subsequent amendment or replacement legislation

Exclusions

- 1** **Costs and expenses** incurred before the written acceptance of a claim by **ARAG**
- 2** 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 **insured event** 1(b) – Employment financial compensation awards and **insured event** 2(f)(i)(a) – Data protection and Data Protection Commissioner registration
- 3** Any claim relating to patents copyrights trademarks merchandise marks registered designs intellectual property secrecy and confidentiality agreements

- 4 Any claim relating to rights under a franchise or agency agreement entered into by the **Insured**
- 5 Any **insured event** deliberately or intentionally caused by an **insured person**
- 6 A dispute with **ARAG** not otherwise dealt with under Condition 8 of this section
- 7 Any claim relating to a shareholding or partnership share in the business unless such shareholding was acquired under a scheme open to all employees of the **Insured** or a substantial number of them of a certain minimum grade other than the directors trustees or partners of the **Insured**
- 8 **Costs and expenses** arising from or relating to judicial review coroner's inquest or fatal accident inquiry or injunctions
This exclusion does not apply to **insured event** 6(b) Personal injury
- 9 Any legal action an **insured person** takes which **ARAG** or the **appointed representative** have not agreed to or where the **insured person** does anything that hinders **ARAG** or the **appointed representative**
- 10 When either at the commencement of or during the course of a claim
 - (a) the **Insured** is declared bankrupt
 - (b) the **Insured** has filed a bankruptcy petition
 - (c) the **Insured** has filed a winding-up petition
 - (d) the **Insured** has made an arrangement with the **Insured's** creditors
 - (e) the **Insured** has entered into a deed of arrangement
 - (f) the **Insured** is in liquidation
 - (g) part or all of the **Insured's** affairs or property are in the care or control of a receiver or administratorThis exclusion applies to all **insured events** other than 1(a) Employment disputes and 1(b) Employment financial compensation awards and 2 Legal defence
- 11 Any claim relating to written or verbal remarks that damage the **insured person's** reputation
- 12 Any claim where an **insured person** is not represented by a law firm barrister or tax expert

General information

Complaint handling procedures

If you are unhappy with our products or service, please contact us as soon as possible.

You can complain in writing or verbally at any time to:

For all complaints other than Legal expenses complaints, contact us at:

Ecclesiastical Insurance Office plc,
2nd Floor,
Block F2,
Eastpoint,
Dublin ,
D03 T6P8

Tel: 01 619 0300

Email: complaints@ecclesiastical.com

For Legal expenses complaints, contact:

ARAG Legal Protection Limited,
Europa House,
Harcourt Centre,
Harcourt Street,
Dublin 2,
D02 WR20

Tel: 01 670 7470

Email: customerrelations@arag.ie

Website: www.arag.ie

Our promise to you

- We will investigate your complaint and provide you with the name of your point of contact in relation to your complaint.
- We will keep you informed of the progress of your complaint with regular written updates on the progress of our investigation at intervals no greater than 20 business days.
- We shall attempt to investigate and fully resolve your complaint within 40 business days and will furnish you with the findings of our investigation into your complaint within five business days of completion of our investigation.
- We will use feedback from your complaint to improve our service.

If you're not entirely satisfied with our handling of and final response to your complaint, or if we have not completed our investigation in 40 business days, we'll inform you of your right to take your complaint to the Financial Services and Pensions Ombudsman.

The Financial Services and Pensions Ombudsman,
Lincoln House,
Lincoln Place,
Dublin 2
D02 VH29

Tel: 01 567 7000

Email: info@fspo.ie

Website: www.fspo.ie

The Financial Services and Pensions Ombudsman can investigate complaints from all customers, except limited liability companies which have a turnover of €3m and above.

This complaints handling procedure does not affect your right to take legal proceedings.

The Insurance Compensation Fund

This was established under the Insurance Act 1964 amended by the Insurance (Amendment) Act 2011. The fund is designed to facilitate payments to policyholders in relation to risks in Ireland where an Irish-authorized non-life insurer or a non-life insurer authorized in another EU Member State goes into liquidation or administration. Not all policyholder liabilities are covered by the fund. A sum due to a commercial policyholder may not be paid out of the fund unless the sum is due in respect of the liability to an individual.

For further information on the scheme you can visit the Central Bank website at www.centralbank.ie

This contract is underwritten by:
Ecclesiastical Insurance Office plc.

Our FCA register number is 113848.
Our permitted business is general insurance.

**You can check this on the
FCA's register by visiting the
FCA's website**

www.fca.org.uk/register

**or by contacting the FCA on
0044 207 066 1000**

For further information on any of our products, please speak to your insurance intermediary.

Or visit us at

www.ecclesiastical.ie

If you would like this booklet in large print, braille, on audio tape or computer disc please call us on **01 619 0300**.

You can also tell us if you would like to always receive literature in another format.



Ecclesiastical Insurance Office plc is regulated by the Central Bank of Ireland.

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