

Protection.
It's in our nature.

Your Business Complete Insurance **Policy Document**



fbd.ie

FBD Insurance plc is regulated by the Central Bank of Ireland.



FBD Insurance plc has over 50 years experience. We pride ourselves on understanding your needs and today we are one of Ireland's largest insurance companies. With FBD Insurance local offices throughout the country, as well as telephone and online service and support, quality customer service is never far away. So call, drop in or go online for a quotation today.

Useful Contact Details

FBD Insurance Customer Service

LoCall: 1890 617 617

Website: www.fbd.ie

Email: info@fbd.ie

Claims Telephone No.

LoCall: 1890 953 953

Please ensure that you notify us of any accident or damage as soon as possible and prior to effecting any repairs.

If your business is through a broker please call your broker directly.

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Operative Clause

WHEREAS the Insured described in the Schedule hereto (hereinafter called "the Insured") has applied to **FBD INSURANCE plc** (hereinafter called "the Company") by a proposal and declaration which shall be the basis of this contract and is deemed to be incorporated herein for the insurance herein contained.

NOW THIS POLICY WITNESSETH that in consideration of the Insured having paid or agreed to pay the Company the premium stated in the said Schedule as consideration for such insurance.

The Company **AGREES** to insure in the manner and to the extent hereinafter provided in the respective Sections specified in the current Schedule and appendices thereto (which with the Sections and every appendix thereto shall be deemed to be incorporated in and form part of this Policy) in respect of events occurring in the Territorial Limits during the period of insurance specified in the Schedule or any period for which the Company accepts the premium required for renewal of this Policy.

NOW THIS POLICY WITNESSETH:- That subject to the Terms Exceptions and Conditions contained herein or endorsed or otherwise expressed herein.

SIGNED on behalf of FBD INSURANCE plc

Kate Tobin
Chief Underwriting Officer

Finance Act 1990

The appropriate Stamp Duty has been or will be paid to the Revenue Commissioners in accordance with the provisions of Section 113 of the Finance Act 1990.

Insurance Act 1936

All monies which become or may become due and payable by the Company under this Policy shall be payable and paid in the Republic of Ireland.

PLEASE READ YOUR POLICY AND IF INCORRECT RETURN FOR CORRECTION

| General Definitions

The following definitions apply in all sections of this policy unless otherwise stated. Each time one of the words below is used it will have the same meaning wherever it appears in the policy. To help identify these words they will appear in **bold**.

Each section also has additional definitions and these words will have the same meaning wherever they appear in that section of the policy or in the schedule relating to that section.

The business

The business activities of the Insured as described in the schedule.

Communicable Disease

Any disease which can be transmitted by means of any substance or agent from any organism to another organism (including human beings) where:

- a) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
- b) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
- c) the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of Property.

Computer equipment

Electronic data processing and/or word processing equipment, including but not limited to all processing units, screens,

keyboards, printers, scanners, disk and tape drives, smart-phones, notebooks, personal digital assistant devices, telecommunication and networking equipment, spare components for such equipment, data carrying materials used in connection with such equipment, but excluding programs and software which are not proprietary-branded.

Damage

Accidental loss, damage or destruction.

Money

Coins, bank & currency notes, postal and money orders, bankers' drafts, cheques, giros, travellers' cheques, warrants, bills of exchange, securities, postage stamps, tax, national savings certificates, war bonds, premium bonds, prize bonds, franking-machine impressions, credit-company sales vouchers, luncheon vouchers, trading stamps, VAT invoices, travel vouchers, travel tickets, lottery tickets (for their nominal value), gift tokens, customer redemption vouchers and phone cards.

Period of insurance

The period for which cover is provided under this policy. The first period starts on the effective date shown in the schedule and continues until midnight on the expiry date shown in the schedule.

The period of insurance includes any subsequent period for which the Company may accept payment for renewal of this policy.

The premises

The buildings and land used for the **business** at locations as shown in the schedule.

| General Conditions

Observance

The observance of the terms, conditions and endorsements of this policy insofar as they relate to anything to be done or complied with by the Insured, and the truth of the statements and answers in any proposal form or application form or otherwise, shall be conditions precedent to any liability of the Company to make payment under this policy.

Policy voidable

This policy shall:

1. be void in the event of misrepresentation, misdescription or non-disclosure of any material fact;
2. be avoided if:
 - a) there is any alteration after the commencement of this insurance either in the **business** or the **premises**, or property therein, or in the occupation of any person insured under section 6: Personal Accident, or any other circumstances whereby the risk is increased;
 - b) the **business** be wound up or carried on by a liquidator or receiver, or permanently discontinued; or
 - c) the interest of the Insured ceases otherwise than by death,unless such alteration be agreed in writing by the Company.

Reasonable care and precaution

The Insured shall (at the Insured's expense):

1. maintain all buildings, furnishings, machinery, equipment and vehicles in proper repair;
2. take all reasonable precautions to prevent or reduce the risk of bodily injury, nuisance, or **damage** to property, any interruption to or interference with the business;
3. make good any fault or danger as soon as it is discovered and, in the meantime, ensure any additional precautionary action is taken to prevent **damage** and to minimise any interruption to or interference with the business;
4. take all reasonable steps to comply with all statutory laws, regulations and obligations.

Endorsements/Conditions

Every endorsement and/or condition shall, from the time that the endorsement/condition attaches, apply and continue to be in force during the **period of insurance**.

Cancellation

1. The Company may cancel this policy or any section thereof in line with our Terms of Business, by sending 7 days' written notice to the Insured at his/her last known address.
2. This policy may be cancelled by the Insured in line with the Terms of Business by giving written instruction to the Company.

3. In line with the Terms of Business, the Company will return the proportionate part of the premium for the unexpired time of the policy or section(s) provided no claims have been recorded against the policy for the **period of insurance**.
4. Any request for the cancellation of this policy may be subject to a cancellation charge as specified within the Company's Terms of Business.

Survey clause

Cover under this policy is subject to the right of the Company to have a risk survey carried out by an authorised surveyor.

The Company reserves the right to impose risk improvement requirement(s) on receipt of the survey.

The Insured shall implement the risk improvement requirement(s) specified by the Company within a period to be specified by the Company and advised in writing to the Insured.

Premium instalment condition

The terms of this condition apply where the Company has agreed to accept payment of premium for this policy (including the first premium, any renewal premium or premium charge following a change to the policy) by a premium instalment facility.

1. In the event where an instalment is rejected by the Insured's bank, the Company will issue to the Insured a written demand for the payment of some or all of the outstanding instalments. If this amount is not paid within the timeline specified in the demand, all cover under this policy will be cancelled with effect from (and including) the original date the instalment was rejected by the Insured's bank.
2. The fact that the Company has agreed to accept payment of premium under a premium instalment facility will not:
 - a) be treated as or constitute a waiver of, or otherwise affect, any rights the Company may have to avoid the insurance contract from inception or from renewal, or to terminate cover, for whatever reason howsoever arising out of or in connection with the insurance contract; or
 - b) amount to any ratification or affirmation of any insurance contract nor otherwise affect the Company's rights to rely upon the terms exceptions and conditions of the policy and any of its sections.
3. The Company retains the right to deduct any outstanding premium due under the Company's premium instalment facility up to the date of cancellation of the policy, or to deduct any premium payable by the Insured under this policy, from any sums due to the Insured in respect of any valid outstanding claim.
4. The Company's right to cancel the policy under the terms of this premium instalment condition shall not be affected by any other cancellation condition in this policy.

| Claims Conditions

Action by the Insured

- a) On the discovery of any circumstance or event which may give rise to a claim under this policy, the Insured shall do the following:
 - i Notify the Company immediately, either in writing or by telephone;
 - ii Give immediate notice to the Garda Síochána (or other policing authority in the jurisdiction where the insured **damage** occurs) in respect of **damage** caused by malicious persons or thieves, if insured by this policy;
 - iii Carry out and permit any action to be taken which may be reasonably practicable to diminish the loss, prevent further loss, destruction or **damage**, and to minimise any interruption to or interference with the business;
 - iv Within 30 days (7 days in the case of loss, destruction or **damage** caused by riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances or malicious persons, if insured by this policy) at the Insured's expense, deliver to the Company:
 - a) full information in writing of the claim;
 - b) details of any other insurance on any property or liability covered by this policy; and
 - c) all such business books, documents, proofs, information, explanation and other evidence as may be reasonably required by the Company for the purpose of investigating or verifying the claim, together with, if required, a statutory declaration of the truth of the claim and of any matter connected with the claim.
- b) Forward to the Company, immediately on receipt, every letter, claim, legal proceedings, including every writ, personal injury summons, civil bill, civil summons, or other notice in connection with any event which may give rise to liability;
- c) Forward immediately on receipt to the Company every correspondence, communication or notice from the Personal Injuries Assessment Board of Ireland (known also as InjuriesBoard.ie) in connection with any event which may give rise to liability under this policy;
- d) Give the Company written notice immediately the Insured has knowledge of any prosecution or inquest in connection with any event which may give rise to liability under this policy;
- e) No admission, offer, promise, payment or indemnity shall be made or given by or on behalf of the Insured without the written consent of the Company.

No claim under this policy shall be payable unless the terms of this claims condition are complied with fully.

Discharge of liability

All the sums insured, limits of indemnity and any other restrictions on the amount of the Company's liability, as shown in this policy, will apply as maximum limits to the Company's liability, irrespective of the number of persons entitled to indemnity under this policy.

For the purposes of the sums insured, limits of indemnity and any other restrictions on the amount of the Company's liability, the Insured and all other persons entitled to indemnity under this policy shall be treated as one party or legal entity so that there will be only a single contract of insurance between the Company as one party and the Insured and all other persons entitled to indemnity as the other party.

The Company may at any time pay the limit of indemnity or limit of liability or the sum insured (after the deduction of any sum already paid), or any lesser amount for which a claim can be settled, and shall be under no further liability except for the payment of costs and expenses incurred prior to the date of payment. The Company will then relinquish control of such claim and be under no further liability thereof.

Rights of the Company

On the happening of any **damage** in respect of which a claim is or may be made under this policy, the Company (and any person authorised by the Company) may enter the building or the **premises** where the **damage** has happened and may take possession of, or require to be delivered to them, any of the property insured under this policy.

The Company may deal with such property, including salvage, for all reasonable purposes and in any reasonable manner. The Insured shall not in any case be entitled to abandon any property to the Company, whether taken possession of by the Company or not.

Exercising such rights shall not incur any liability on behalf of the Company and shall not diminish the right of the Company to rely upon any condition of this policy.

This policy shall be proof that the Insured has given to the Company the licence and authority to exercise its rights specified in this 'Rights of the Company' text.

If the Insured (or anyone acting on behalf of the Insured) shall not comply with the requirements of the Company, or shall hinder or obstruct the Company in exercising the rights specified in this 'Rights of the Company' text, then all benefit under this policy shall be forfeited.

Reinstatement

If the Company elects or becomes bound to reinstate or replace any property, the Insured shall (at the Insured's expense) produce and give to the Company all such plans, documents, books and information the Company may reasonably require.

The Company shall not be bound to reinstate exactly or completely, but only as circumstances permit and in a reasonably sufficient manner, and shall not in any case be bound to expend in respect of any one of the items insured more than the sum insured thereon.

Subrogation

The Company shall be entitled to take over and conduct, in the name of the Insured, the defence or settlement of any claim, or to prosecute any claim in the name of the Insured for its own benefit. The Company shall have full discretion in the conduct of any

proceedings and in the settlement of any claim. The Insured shall give all such assistance as the Company may require in exercising these rights.

Any claimant under this policy shall at the request and expense of the Company take, and permit to be taken, all necessary acts for enforcing rights against any other party in the name of the Insured before or after any payment is made by the Company.

Fraud

If any claim is in any respect fraudulent, or if any fraudulent means or devices are used by the Insured (or anyone acting on behalf of the Insured) to obtain any benefit under this policy, or if any **damage** is occasioned by the wilful act or with the collusion of the Insured, all benefit under this policy shall be forfeited.

Other insurances

Paragraphs a) and b) below apply to all sections except section 1(b): Money, section 1(c): Goods in Transit and section 6: Personal Accident.

- a) If at any time of any claim there is any other insurance covering the Insured's interest in the property that is lost, destroyed or damaged, the Company's liability under this policy shall be limited to its rateable proportion of such claim;
- b) If any such insurance is subject to any condition of average, this policy (if not already subject to any condition of average) shall be subject to average in like manner;

(Paragraph c) below applies to section 3(a): Public Liability and section 3(b): Products' Liability, section 3(c): Employers' Liability).

- c) If, at the time of any occurrence, event or claim covered by this insurance, there is (or but for the existence of this policy would be) any other policy of indemnity or insurance which is in favour of, or effected by or on behalf of the Insured, and which is applicable to such occurrence, event or claim, the Company shall not be liable under this policy to indemnify the Insured in respect of such occurrence, event or claim, except as far as concerns any excess beyond the amount which would have been payable under such other insurance had this policy not been effected;

Arbitration

All disagreements arising out of this policy shall be referred to the decision of an arbitrator to be appointed by the parties or, failing agreement, by the authorised body identified in the current arbitration legislation.

Where any difference is referred to arbitration, the making of an award shall be a condition precedent to any right of action against the Company.

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

Claims conditions that apply to section 6: Personal Accident and to the Assault extension of section 1(b): Money

- a) The Insured (or the Insured's legal representative) must provide the Company with

all certificates, information and evidence the Company needs, at the Insured's own expense, and in the form specified by the Company;

- b) The insured person shall, as often as required, submit to medical examination, at the Company's expense, in connection with any claim;
- c) If an insured person dies, the Company can request a post-mortem examination before considering a claim. The Company will pay for such examination;
- d) The Company will not be affected by any trust, charge, assignment or other dealing relating to an insured person's benefit, and the receipt by the Insured or the Insured's personal representative of any compensation payable hereunder shall in all cases be an effectual discharge by the Company of all liability in respect of an insured person;
- e) If the Insured comprises more than one party having an interest in the insured person, the benefit shall represent the total amount payable in respect of that insured person for all interests covered by this insurance.
Any insured person who is injured must get and follow the advice of a qualified doctor as soon as possible. The Company will not cover any consequences arising as a result of the insured person not getting and following medical advice, or not using any appliance or medication prescribed;
- f) The Insured (or the Insured's legal representatives) must notify the Company of any injury or death within 14 days of the accident which caused it. Where notice is not provided within this period, in order for a claim to be admitted, a fair and reasonable explanation must be provided as to why the injury or death could not have been reported sooner.

| General Exceptions

Radioactivity

This policy excludes any claim of whatsoever nature which arises directly or indirectly from:

- a) ionising radiation from or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- b) the radioactive, toxic, explosive or any other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear component thereof;
- c) any weapon or device employing atomic or nuclear fission and/or fusion, other like reaction, or radioactive force or matter;
- d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter.

Sonic bangs, consequential loss

This policy excludes any claim which arises directly or indirectly from:

- a) pressure waves caused by aircraft or other devices travelling at sonic or supersonic speeds;
- b) consequential loss, unless otherwise stated.

Date recognition

This policy excludes any claim of whatsoever nature which arises directly or indirectly from, or is traceable to the failure or inability of, any:

- a) electronic circuit, microchip, integrated circuit microprocessor, embedded system hardware, software, firmware, program, computer equipment, telecommunication or systems or any similar device; or
- b) media or systems used in connection with any of the foregoing, whether the property of the Insured or not, to:
 - i) correctly recognise any date as its true calendar date;
 - ii) capture, save, retain and/or correctly manipulate, interpret or process any data, information, command or instruction as a result of treating any date otherwise than as its true calendar date;
 - iii) capture, save, retain, or correctly process any data as a result of the operation of any command which has been programmed into any computer software as a command which causes the loss of data or the inability to capture, save, retain or correctly process such data on or after any date.

This exclusion shall not apply to any subsequent damage or business interruption which may arise from any such failure where such damage and/or loss is covered under the terms of this policy.

Cyber risk

This policy excludes the following:

- a) loss of or damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure, and any business interruption losses resulting from such damage. This exclusion shall not apply to loss of, or damage to, data or software which is the direct consequence of insured physical damage to the substance of property which is covered under the terms of this policy;
- b) **damage** resulting from an impairment in the function, availability, range of use or accessibility of data, software or computer programs, and any business interference or business interruption losses resulting from such damage.

War

This policy excludes any claim of whatsoever nature which arises directly or indirectly from:

- a) war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power;
- b) actual or threatened malicious use of pathogenic or poisonous biological or chemical materials, regardless of any other cause or event contributing concurrently or in any sequence thereto.

Terrorism

This policy excludes any claim of whatsoever nature which arises directly or indirectly from:

1. any act of terrorism, regardless of any other cause or event contributing concurrently or in any other sequence to the loss;
2. (a) biological or chemical contamination; or
(b) missiles, bombs, grenades or explosives.

This policy 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.

For the purpose of this exception an “act of terrorism” means an act including (but not limited to) the use of force or violence, and/or the threat thereof, by 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, ethnic or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear.

For the purpose of 2(a) “contamination” means the contamination, poisoning or prevention and/or limitation of the use of objects due to the effects of chemical and/or biological substances.

If the Company alleges that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance, the burden of proving the contrary shall be upon the Insured.

If any portion of this condition is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

Excess

This policy excludes the first amount of certain claims for which the Insured shall be responsible known as an excess. The following excesses apply:

- The standard policy excess being the first €250 of all property damage claims under Section 1: Property Damage (Including Sections 1(a); 1(b); 1(c) and 1(d)) and Section 4: Computer Equipment. Only one excess shall apply arising from a single event at any one premises.
- The subsidence excess being the first €1,500 of all claims under Section 1(a) peril 10: Subsidence, groundheave or landslip.
- Any excess shown against an item of cover on the policy schedule.

The excess applies after application of all other policy terms and conditions.

| Section 1: Property Damage

Additional definitions that apply to:

Section 1(a): Buildings, Trade Contents, Stock

Section 1(b): Money

Section 1(c): Goods in Transit

Section 1(d): Deterioration of Stock

Each time one of the additional definitions below is used, it will have the same meaning wherever it appears in the sections referred above, or in the schedule in relation to these sections.

Insured property

This is:

1. **buildings, trade contents** and **stock** (as defined below) situate as shown in the schedule; and
2. miscellaneous property;
where such property is shown in the schedule and at the **premises**, including within open yards forming part of the **premises** (unless any relevant exclusions apply), but not:
 - a) property more specifically insured;
 - b) land (including water in or on land), railway lines, dams, reservoirs, piers, jetties, wharves, docks, canals, lakes, rigs, wells, pipelines, bridges, culverts, tunnels, excavations, mining, property underground, off-shore property, livestock and growing crops or trees, unless agreed by the Company and shown in the schedule.

Buildings

The structure of the building plus:

1. landlord's fixtures and fittings, therein and thereon;
 2. annexes, gangways and outbuildings;
 3. boundary walls, gates and fences around and belonging to the buildings;
 4. phone, gas, water and mains electricity pipes, cables and the like, and the accessories (including those underground) extending from the buildings to the perimeter of the **premises** or to the public mains;
 5. yards, car parks, roads, drives and pavements
- which are the property of the Insured, or are held in trust or on commission and for which the Insured is responsible.

Trade contents

Machinery, equipment, fixtures and fittings (but excluding landlords fixtures and fittings) and other trade equipment, tenants improvements, alterations and decorations and "all other contents" specified hereunder at the premises, which are the property of the Insured, or are held in trust or on commission and for which the Insured is responsible. The property specified as "all other contents" consists of:

1. all office machines and contents;
2. patterns, models, moulds, plans and designs;
3. documents, manuscripts and business books with a value of no more than €30,000;
4. computer systems and records with a value of no more than €13,000;
5. **money** with a value of no more than €1,300;
6. wines, spirits, cigarettes and tobacco held for entertainment purposes and with a value of no more than €500;
7. insofar as they are not otherwise insured, directors' and employees' personal belongings, including clothing, pedal cycles, tools, instruments and the like with a value of no more than €1,300 per person, but excluding loss of gold, silver or platinum jewellery, watches, furs, portable entertainment equipment, cameras, mobile phones or **money** by theft;
8. CCTV and alarm equipment.

Stock

Stock and materials in trade, work in progress and finished goods which are the property of the Insured, or are held in trust or on commission and for which the Insured is responsible.

Business hours

The usual working hours (including overtime) during which the Insured or employees entrusted with **money** are on the **premises** for the purposes of the **business**.

Normal weekly earnings

The average basic weekly wage of the injured person for the 52 weeks immediately preceding the date of injury, or over such lesser period as he/she has been employed by the Insured.

Goods

Stock and **trade contents** of the business.

In transit

In, on, being loaded onto or being unloaded from a vehicle, or temporarily stored for up to 60 days in the course of conveyance of such vehicle.

In the custody of a road haulier or the postal service from despatch by the Insured until delivered to the recipient.

Breakdown

- a) The actual breaking or burning out of any part of a machine whilst in use, arising from either mechanical or electrical defects in the machine and causing sudden stoppage of the functions thereof and necessitating repair or replacement before it can resume working;
- b) The sudden and violent rending or tearing apart of the permanent structure of a machine, by force of internal pressure whilst in the course of ordinary working, causing displacement of the structure (or any parts thereof) accompanied by the forcible ejection of its contents, excluding the failure of flanged, screwed or flat joints of any description;

- c) The fracturing of the condenser and the cylinder or water-jacketed parts of the compressor by frost, if such fracture renders the machine inoperative;
- d) The fracturing of the cylinder breech-end or the water jacket of the engine by frost when such fracture renders the engine inoperative.

Refrigerating plant

All working parts, frames and bedplates of motors, compressors and pumps and all condensers, evaporators, valves, piping, automatic controls, thermostats and wiring actually forming part of the refrigerating unit.

Section 1(a): Buildings, Trade Contents, Stock

Cover under this section is operative only where shown in the policy schedule.

Cover

The **insured property** is covered against **damage** caused by the following perils, except as otherwise shown in the schedule.

1. (a) Fire, but excluding **damage** caused by:
 - (i) explosion resulting from fire;
 - (ii) earthquake or subterranean fire;
 - (iii) the **insured property** undergoing any process involving the application of heat.
 (b) Lightning.
 (c) Earthquake and subterranean fire.

2. Aircraft or other aerial devices or articles dropped therefrom.

3. Explosion:
 - (a) of boilers used for domestic purposes only;
 - (b) of gas used for domestic purposes or used for lighting or heating the **buildings**;
 - (c) other explosion;
 but excluding **damage** caused by the bursting of any boiler, economiser or other vessel, machine or apparatus belonging to (or under the control of) the Insured, in which internal pressure is due to steam only.

4. Riot, civil commotion or persons taking part in labour disturbances, or malicious persons or vandals not acting on behalf of, or in connection with any political organisation, but excluding **damage**:
 - (a) arising from the confiscation, requisition or destruction by order of the government or any public authority;
 - (b) arising from the cessation of work;
 - (c) in the course of theft or attempted theft; or
 - (d) in respect of any building which is empty or not in use.

5. Impact with the **buildings** by any road vehicle or animal, including any forklift truck or other industrial vehicle.
6. Storm or flood, but excluding **damage**:
 - (a) by frost, subsidence, ground heave or landslide;
 - (b) to fences, yards, car parks, roads, drives, pavements, gates and moveable property in the open; or
 - (c) attributable solely to change in the water table level.
7. Escape of water from any tank, apparatus or pipe, but excluding **damage**:
 - (a) caused by water discharged or leaking from an installation of automatic sprinklers;
 - (b) in respect of any building which is empty or not in use.
8. Accidental escape of water from any automatic sprinkler system, but excluding **damage**:
 - (a) caused by freezing in any building which is empty or not in use; or
 - (b) caused by explosion, earthquake, subterranean fire or heat caused by fire.
9. Theft or attempted theft, but excluding **damage**:
 - (a) which does not involve:
 - (i) entry or exit from that part of the **buildings** which is occupied by the Insured (or occupied by a tenant of the Insured), for the purpose of the **business**, by forcible and violent means; or
 - (ii) actual or threatened assault, violence or force;
 - (b) from any part of the **buildings** not occupied by the Insured for the purpose of the **business**;
 - (c) from the open; the open includes any garden, open-sided or unroofed building, yard or compound (whether enclosed or not);
 - (d) to stained or plate glass, and any lettering or artwork thereon;
 - (e) to property in transit;
 - (f) to **money** and securities of any description;
 - (g) occasioned by or through any person lawfully in the **premises**, or directly or indirectly caused by, or through the wilful act, procurement or collusion with the Insured or any employee of the Insured.
10. Subsidence, ground heave or landslide, but excluding **damage**:
 - (a) to yards, car parks, roads, drives, pavements, footpaths, terraces, boundary walls, gates or fences, unless the **buildings** are also damaged at the same time;
 - (b) caused by or consisting of the normal settlement or bedding down of new structures;
 - (c) caused by or consisting of the settlement or movement of made up ground;
 - (d) caused by or consisting of coastal or river erosion;
 - (e) caused by or consisting of defective design or workmanship, or the use of defective materials;
 - (f) caused by the construction, demolition, structural alteration or structural repair of any property or any groundwork or excavation;
 - (g) originating prior to the inception of cover under this policy.

11. The breaking of:
- (a) fixed washbasins, toilet bowls, bidets, shower trays and baths; and
 - (b) fixed glass (all being sheet or plain glass unless specified otherwise in the schedule) in doors and windows at the premises; and
 - (c) neon and illuminated signs.

Additional cover is also provided for the following **damage** when caused by the breaking of glass covered under (a), (b) and (c) above:

- 1. **Damage** to the contents of broken display windows;
- 2. The expense of removing and then reinstating anything that would prevent the glass from being replaced;
- 3. **Damage** to window frames and door frames;
- 4. The expense of boarding up windows;
- 5. Lettering or artwork which is damaged at the same time as, and as a result of, the glass breaking.

The liability of the Company under this additional cover shall not exceed in aggregate (under items 1 to 5) €1,000.

This policy does not cover:

- i. glass breaking while a building is being built, or within 6 months of the **buildings** being built;
 - ii. glass in light fittings, vehicles, vending machines, **stock**, glasshouses or conservatories;
 - iii. glass or sanitary fittings in any building which is empty or not in use;
 - iv. glass or sanitary fittings damaged by workmen making alterations or repairs to the **premises**;
 - v. glass or sanitary fittings while being transported or lifted;
 - vi. glass being broken as a result of frames holding the glass settling, expanding or contracting; or
 - vii. glass or any sanitary fitting which was already cracked or broken at the start of the inception of cover under this policy.
12. Other accidental **damage**, but excluding the following:
- (a) **Damage** caused by any of the perils shown in paragraphs 1-11 (whether insured or not).
 - (b) **Damage** specifically excluded from the perils shown in paragraphs 1-11 (whether insured or not).
 - (c) **Damage** caused by or consisting of:
 - i. inherent vice, latent defect, frost, gradual deterioration, wear and tear, faulty or defective design or materials;
 - ii. collapse or cracking of buildings or structures, unless resulting from a peril shown in paragraphs 1-10 and not otherwise excluded;
 - iii. faulty or defective workmanship, operational error or omission in any process or maintenance activity; or
 - iv. the correction of defects in design or content of any computer records or program and any costs and expenses associated therewithbut this shall not exclude subsequent **damage** which itself results from a cause not otherwise excluded.

(d) **Damage** caused by or consisting of:

- i. corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin or insects;
- ii. change in temperature, colour, flavour, texture or finish;
- iii. the deliberate act of a supply undertaking in withholding or restricting the supply of water, gas, electricity, fuel or telecommunications services (including the provision of extranets or access to or presence on the internet, or access to applications and related services over the internet); or
- iv. joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any range of steam and feed piping in connection therewith;
- v. mechanical or electrical breakdown or derangement of the particular machine apparatus or equipment in which such breakdown or derangement originates.

Items iv. and v. shall not exclude such:

- i. **damage** which itself results from a peril shown in paragraphs 1-10 and is not otherwise excluded; or
- ii. subsequent **damage** which itself results from a cause not otherwise excluded.

(e) **Damage** caused by:

- i. acts of fraud or dishonesty;
- ii. pollution or contamination;
- iii. impact to any of the **insured property** by any waterborne vessel or craft;
- iv. disappearance, unexplained or inventory shortage, misfiling or misplacing of information or shortages due to error or omission; or
- v. erasure or distortion of information on computer systems or other records:
 - (a) whilst mounted in or on any machine or data processing apparatus; or
 - (b) due to the presence of magnetic flux;

unless caused by **damage** not otherwise excluded in respect of the machine or apparatus used by the Insured at the **premises** for the purpose of the **business**.

(f) **Damage** caused to :

- i. moveable property in the open, fences and gates caused by wind, rain, hail, sleet, snow, flood, sand, dust, freezing, theft or attempted theft;
- ii. property undergoing any process of production, packing, treatment, testing commissioning, servicing or repair;
- iii. property in transit;
- iv. vehicles licensed for road use (including accessories thereon), caravans, trailers, railway locomotives, rolling stock, watercraft, aircraft or spacecraft;
- v. land (including water in or on land), roads, pavements, railway lines, dams, reservoirs, piers, jetties, wharves, docks, canals, rigs, wells, pipelines, bridges, culverts, tunnels, excavations, mining property, underground property or off-shore property;
- vi. livestock, growing crops, trees or plants;
- vii. property or structures in the course of construction or erection, and materials or supplies in connection with all such property in the course of construction or erection;

- viii. glass, china, earthenware, marble or other fragile or brittle objects;
- ix. jewellery, precious stones, gold and silver articles, precious metals, bullion, watches, furs, curiosities, works of art or rare books, explosives, non-ferrous metals, deeds, documents, manuscripts or plans;
- x. **money**, cheques, stamps, bonds, credit cards or securities of any description;
- xi. property recoverable under any guarantee or maintenance agreement in force at the time of occurrence of the **damage**.

Basis of settlement

A Buildings and trade contents

In respect of **buildings** and **trade contents** (apart from property described as "all other contents" in the definition of **trade contents**) the Company will pay the following:

- i) If the property is destroyed, the cost of rebuilding it (in the case of **buildings**) or replacing it with similar property;
- ii) If the property is damaged, the cost of repairing and restoring the damaged portions to a condition substantially the same as, but not better or more extensive than, its condition when new;
- iii) The cost, incurred with the consent of the Company and solely by reason of the necessity, to comply with building regulations and local authority or other statutory requirements, provided that:
 - (a) the requirement to comply with the regulations or requirements is first imposed following **damage** covered under this policy; and
 - (b) the building, repair or restoration work is completed within 12 months of the **damage** happening, or within any extended timescale agreed by the Company.

However this policy does not cover.

- 1. the cost incurred in complying with any regulations or requirements in respect of undamaged portions of the property other than foundations (unless specifically excluded);
- 2. the additional cost beyond that which 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 any regulation or requirement not arisen; or
- 3. any charge, tax, duty or assessment arising from capital appreciation as a result of complying with any such regulation or requirement;
- iv) The cost, incurred with the Company's consent, in removing debris and in dismantling, demolishing, shoring up and propping portions of the property and in clearing, cleaning and/or repairing drains, gutters, sewers and the like.

However this policy does not cover.

 - 1. any costs or expenses incurred in removing debris from outside the site of the **premises** at which the **damage** has occurred, other than from the area immediately adjacent to that site; or
 - 2. any costs or expenses arising from pollution or contamination of property not insured by this section.

- v) Architects', surveyors' or consulting engineers' fees necessarily incurred by the Insured in the reinstatement of the property but not for the preparing of claims;
- vi) The cost of re-erection and fixing of machinery and plant in consequence of **damage** by any of the perils hereby insured against;

Alternative basis of settlement

The Company's liability shall be limited to the alternative basis of settlement (as described below):

- i) until the cost of reinstatement is actually incurred;
- ii) if the work of reinstatement is not carried out as quickly as reasonably practicable;
- iii) if at the time of its **damage** the property is covered by any other insurance effected by or on behalf of the Insured and such other insurance is not on the identical basis of reinstatements as specified under A above;
- iv) if the schedule states that the alternative basis of settlement applies.

Under the alternative basis of settlement the Company may pay the amount of the **damage** on an indemnity basis with due deduction being made for depreciation, wear and tear and including within such payment the cost of:

- complying with building and other regulations;
- debris removal;
- professional fees

as defined in the basis of settlement A under paragraphs iii), iv) and v) and subject to the provisions and exceptions applying therein.

In the case of **buildings**, we may hold back a percentage of the agreed claim amount until the rebuilding or repair work has been completed. The amount retained is 10% of the claim settlement amount, if the claim settlement amount is €40,000 or more. We will pay this amount once satisfied that the works have been completed according to the scope and cost agreed and a final invoice is submitted.

The Company will provide a reasonable time period for completion of the rebuilding or repair works and receipt of the final invoice. This will be outlined in writing and is usually three months. The Company will send a reminder before this time period expires. An extension of the time period will be considered in certain circumstances.

If the Company does not receive a final invoice and satisfactory confirmation that the works have been completed according to the scope and cost agreed, within the agreed time period, the claim file will be closed. The claim will then be viewed as having been settled in full.

Underinsurance

In the event of loss, the liability of the Company in respect of property to which this provision applies will not exceed the sum insured shown in the schedule for each item.

If, at the time of **damage**, the sum insured for the relevant item is less than 85% of the insurable value of the property insured, arrived at in accordance with basis of settlement described on paragraph A, items i) to vi), the amount payable by the

Company will be proportionately reduced. (For example, if the sum insured for a building is 80% of the total rebuilding cost at the time of **damage**, the Company will be liable to pay 80% of the value of any loss in respect of such building.)

Day one

Day one (non adjustable) applicable only to items of property insured in the schedule against which a declared value is shown:

1. The declared value for each item is the amount shown against the letters "DV" in the schedule;
2. Declared value means the Insured's assessment of the value of the property insured, arrived at in accordance with the basis of settlement described in paragraph A, items i) to v), at the level of costs applying at the commencement of the **period of insurance** (ignoring inflationary factors which may operate subsequently);
3. At the commencement of each **period of insurance** the Insured will notify the Company of the declared value of property insured by each item shown in the schedule, and in the absence of such declaration the last amount declared by the Insured will be taken as the declared value for the ensuing **period of insurance**;
4. In the event of loss, the liability of the Company in respect of property to which this provision applies will not exceed the sum insured shown in the schedule for each item including the provision for inflation;
5. Where property is insured on a Day one basis the underinsurance provision shall apply as follows:

If at the time of the **damage** the declared value of the property insured by each item is less than the insurable value of the property insured at the inception of the **period of insurance**, arrived at in accordance with the basis of settlement described on paragraph A, items i) to vii), then the amount otherwise payable by the Company will be proportionately reduced.

B Patterns, models, plans, moulds and designs

In respect of patterns, models, moulds, plans and designs, documents, manuscripts, business books and computer system records, the Company will pay for:

- i) the value of the material;
- ii) the cost of clerical labour expended in reproduction.

However, this policy does not cover:

1. the value to the Insured of the information thereon;
2. any expenses in connection with the production of information to be recorded therein.

Limitation of liability

In the event of loss, the liability of the Company in respect of property to which this provision applies will not exceed the policy inner limit (as described as "all other contents" in the definition of **trade contents**) or, where applicable, the sum insured shown in the schedule for each item.

C Stock and other property insured

In respect of stock and other property insured under the policy, the Company will pay:

- i) where the property is destroyed, the value of the property at the time of its destruction;
- ii) where the property is damaged, the cost of repairing or restoring the damaged portions to a condition substantially the same as, but not better or more extensive than, its condition when new;
- iii) the cost of debris removal, being the cost incurred with the Company's consent in removing debris and dismantling, demolishing, shoring up, and propping portions of the property.

However this policy does not cover:

1. any costs or expenses incurred in removing debris from outside the site of the **premises** at which the **damage** has occurred, other than from the area immediately adjacent to that site;
2. any costs or expenses arising from pollution or contamination of property not insured by this section.

Limitation of liability

In the event of loss, the liability of the Company in respect of property to which this provision applies will not exceed the sum insured shown in the schedule for each item.

In respect of the cost of removal of **stock** debris (where no sum insured is shown in the schedule against the item), the liability of the Company shall not exceed 15% of the **stock** sum insured or €33,000, whichever is the lesser.

If, at the time of the **damage**, the sum insured for the relevant item is less than the insurable value of the property insured, arrived at in accordance with the basis of settlement described in paragraph C, items i) to iii), the amount payable by the Company will be proportionately reduced.

D Rent

In respect of rent of the **buildings** insured under the policy, the Company will pay:

- i) if the loss relates to rent receivable by the Insured, the actual reduction in rent received solely in consequence of the **damage**;
- ii) if the loss relates to rent payable by the Insured, the amount of rent which continues to be payable by the Insured in respect of the **buildings**.

Until such reasonable time as the property has been reinstated in a condition suitable for occupation but in no instance more than 12 months from the date of loss.

Limitation of liability

If, at the time of **damage**, the sum insured for the relevant item is less than the insurable amount, the amount payable by the Company will be proportionately reduced.

For the purpose of this clause, insurable amount shall be the annual rent receivable or the annual rent payable at the commencement of the **period of insurance**.

E Computer equipment

In respect of **computer equipment** the Company will pay the following:

- i) if the property is lost or destroyed, the cost of its replacement by similar property in a condition equal to, but not better or more extensive than, its condition when new.

If at the time of **damage**, all parts of the **computer equipment** are not obtainable from the manufacturer or its agents at listed prices, the Company will pay for the replacement of **property** with similar property of modern manufacture obtainable at listed prices;

- ii) if the property is damaged, the cost of repairing and restoring the damaged portions to a condition substantially the same as, but not better or more extensive than, its condition when new.

If, at the time of **damage**, the necessary parts to repair the **damage** are not obtainable from the manufacturer or its agents at listed prices, the Company will pay for the cost of an equivalent repair to similar property of modern manufacture in respect of which all parts are obtainable at listed prices.

Provided that in all instances the replacement or repair or restoration work is completed without unreasonable delay.

Limitation of liability

In the event of loss, the liability of the Company in respect of property to which this provision applies will not exceed the sum insured shown in the schedule for each item.

If, at the time of **damage**, the sum insured for the relevant item is less than 85% of the insurable amount, the amount payable by the Company will be proportionately reduced.

For the purpose of this clause, insurable amount shall be the the cost which would have been incurred for replacement if the whole of the property had been lost. In the event of parts of the property being no longer available from its manufacturers or agents, the insurable amount shall be the cost of similar property of modern manufacture at the time of the **damage**.

Supplementary Clauses

Automatic reinstatement after a loss

In the absence of written notice by the Insured or the Company to the contrary, within 30 days of the occurrence of any **damage**, the liability of the Company shall not be reduced by the amount of any claim, and the Insured shall pay the appropriate additional premium for such automatic reinstatement of cover.

In the event of loss by theft (where insured), the automatic reinstatement shall apply on the first occasion only in each **period of insurance**.

Change of temperature

The cover relating to **stock** extends to cover **damage** arising from change of temperature resulting from destruction or disablement of refrigerating, electrical or conditioning plant or apparatus as a result of an insured peril described in paragraphs 1-10 of this section (where such perils are shown as insured in the schedule).

Computer equipment

If any **computer equipment** is more specifically insured, or covered under manufacturer's warranty or maintenance agreement, the cover provided by this section is limited to any amount which the Insured cannot recover elsewhere.

Contract price

In respect only of goods sold, but not delivered, for which the Insured is responsible, where the contract of sale is cancelled due to **damage** covered under this policy, the Company's liability shall be based on the contract price either wholly or to the extent of the **damage**.

Contracting purchaser's interest

If, at the time a claim arises, the Insured had entered into a contract to sell any insured building, and the purchaser has not insured the **buildings**, the contracting purchaser will be entitled to the benefit of this policy. This benefit is subject to and ceases on the completion of the contract of sale. The rights and liabilities of both the Insured and the Company under this policy are not prejudiced by the cover provided by this clause.

Designation

Where necessary, the decision of whether damaged property is to be considered **buildings, trade contents** or **stock** will be determined by the designation under which such property has been entered in the Insured's books.

Fire brigade charges

Fire brigade attendance charges levied by a Local Authority in dealing with a fire affecting the property of the Insured which results in a claim under the policy. Cover applying is as outlined in the policy schedule.

Index-linking

The Company will adjust the sum insured (and the declared value where appropriate) for each item shown in the schedule in line with suitable indices of costs and the premium for renewal will be based on the adjusted amounts.

Interest

The Company agrees to note the interest of any party, in addition to the Insured, who have notified an interest in writing in the property insured, the nature and extent of such interest to be disclosed in the event of **damage**.

Maintenance of automatic sprinkler systems

Where it is declared to the Company that all or any part of the **insured property** is protected by an automatic sprinkler installation, it is a condition of cover under this policy that the Insured will:

- a) maintain the installation in full working order;
- b) conduct a weekly test for the purpose of ascertaining that the alarm is in working order and that the stop valves controlling the water supplies of the installation are fully open, and ensure the particulars of each test are recorded and are made available to the Company for inspection;
- c) conduct quarterly and half-yearly tests for the purpose of ascertaining that each water supply is in order, and ensure the particulars of each test are recorded and are made available to the Company for inspection;
- d) ensure that any defect, whether revealed by such tests or otherwise, is remedied immediately; and
- e) notify the Company immediately should the water supplies be turned off or the sprinkler installation be rendered inoperative by any cause.

Motor vehicles

Permission is given for motor vehicles in connection with the **business** to be housed as required in any of the **buildings**.

Where motor vehicles and their contents are more specifically insured, the cover provided by this section under **trade contents** is limited to any amount which the Insured cannot recover elsewhere.

Non-invalidation

This insurance shall not be invalidated by any act, omission or alteration whereby the risk of **damage** is increased unknown to or beyond the control of the Insured, provided that immediately on becoming aware thereof they shall give notice to the Company.

The Company reserves the right to amend the cover provided under this section or apply an additional premium where the risk of **damage** is increased.

Partial damage

Where **damage** occurs only to part of the property, the Company's liability will not exceed the amount which the Company would have been liable to pay had the property been wholly destroyed.

Rebuilding on another site

All or part of a rebuilding, repair or replacement can be carried out on another site, in a manner suitable to the Insured's needs, provided that the liability of the Company under this section is not increased.

Unoccupied buildings

When any building or self-contained unit within a building (including overhead apartments) becomes unoccupied, untenanted or has not been used for a period of more than 30 consecutive days, the following will apply.

- 1) The cover provided in respect of such building/self-contained unit shall be restricted to cover against fire, aircraft and explosion (perils 1, 2 and 3).
- 2) Cover under the policy is subject to the following conditions being complied with in respect of such building/self-contained unit:
 - i) All electricity, gas and water supplies must be disconnected at the entry connection to the building/self-contained unit (other than water supplies required for automatic sprinklers and isolated electrical circuits, security lighting and alarm systems which remain in operation for security or fire protection purposes);
 - ii) All waste and obsolete combustible materials have been removed and taken away from the building/self-contained unit;
 - iii) Temporary buildings and skips not in regular use have been removed from the site;
 - iv) All heating systems and water tanks/pipes/systems (other than those connected to automatic sprinkler installations) have been fully drained;
 - v) All tanks and pressure vessels containing combustible fuels or Liquefied Petroleum Gas (LPG) have been fully drained;
 - vi) All reasonable precautions must be taken to ensure that the buildings/self-contained unit is secure against intruders. Such precautions include:
 - a) securely locking and fastening all doors and windows;
 - b) boarding up broken windows and doors as soon as they are discovered, and replacing them within 7 days;
 - c) having all security and alarm systems on and in proper working order; and
 - d) maintaining the security and integrity of any perimeter fence.
 - vii) The Insured or an authorised representative of the Insured must inspect the inside and outside of the building/self-contained unit, at least once every 7 days, to make sure that:
 - the condition or the state of repair of the buildings has not deteriorated; and
 - all physical security and alarm systems are still on and in proper working order.
 - viii) The Insured must immediately notify the Company of any arson or vandalism, irrespective of whether such incident results in a claim.
- 3) In all instances where a building/self-contained unit becomes unoccupied or untenanted after commencement of this policy, notice must be given to the Company in advance of policy renewal.

Subrogation waiver

In the event of a claim arising under this policy, the Company agrees to waive any rights, remedies or relief to which it might become entitled by subrogation against:

- i) any company standing in the relation of parent to subsidiary (subsidiary to parent) to the Insured, as defined in section 155 of the Companies Act 1963, at the time of the **damage**;
- ii) 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 section 155 of the Companies Act 1963, at the time of the **damage**.

Repair, decoration and general maintenance

Tradespersons may be employed to effect repair, decoration, general maintenance and minor alterations without affecting the cover provided by this section.

Provided that when any such work involves the application or generation of heat, whether by contractors or workmen or otherwise, the Insured shall take all reasonable steps to ensure that the appropriate precautions are taken and measures imposed to ensure a safe working environment and minimise the risk of fire or other **damage**.

Property extensions

Capital additions

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

- alterations or additions are made to any **buildings** insured; or
- **buildings or trade contents** are acquired or constructed;

at the **premises** or elsewhere within the Republic of Ireland, Northern Ireland, Great Britain, the Channel Islands or the Isle of Man, and if the new or altered property is not insured by another policy, it will be held covered under this extension from the time the Insured assumes responsibility for it until the following renewal, at which date specific insurance will be effected.

The following conditions will apply to the cover provided to renewal:

- i) The sums insured (and declared value, where applicable) shown in the schedule for each item will be deemed increased for that period only by the value of the new alteration or addition under the item, but by not more than 10% and subject to the liability of the Company not exceeding €650,000 at any one location;
- ii) The Insured must pay the appropriate proportional additional premium for the period from the date of commencement of the Company's liability to renewal;
- iii) All the terms and conditions of this insurance apply to this clause unless expressly stated otherwise.

Internal transfers

The insurance in respect of **trade contents** and **stock** applies to property transferred between any of the **premises** shown in the schedule, including transit by road, rail or inland waterway between such **premises**.

However this policy does not cover:

- a) any amount in excess of that which would have been recoverable had the loss occurred at the **premises** from which the property is transferred, but not exceeding the sum insured shown in the schedule against any specific item;
- b) any amount in excess of 10% of the sum insured for **trade contents** and **stock** in the aggregate, or €40,000 (whichever is the lesser) of any such transfers at any one time.

Property at other locations

The insurance within the limits of the respective sums insured and subject to the excess shown in the schedule extends to include the following:

- a) **Stock** at any third party storage location in the Republic of Ireland, Northern Ireland, Great Britain, the Channel Islands or the Isle of Man, but excluding:
 - i) theft unless from a locked building; and
 - ii) any amount in excess of €10,000 in total or €5,000 at any one location.

- b) **Stock and trade contents** in any building at exhibition premises at which the Insured is participating as an exhibitor, but excluding:
 - i) any amount in excess of €5,000; and
 - ii) theft from any stand or display whilst left unattended, unless the exhibition premises are closed and secure.

- c) **Trade contents** temporarily removed from the **premises** for cleaning, renovation or repair at a location in the Republic of Ireland, Northern Ireland, Great Britain, the Channel Islands or the Isle of Man, including whilst in transit thereto or therefrom, but excluding:
 - i) any amount in excess of 15% of the sum insured for **trade contents** at the **premises** or €100,000, whichever is the lesser;
 - ii) property more specifically insured.

- d) Computer records, documents, manuscripts, plans and business books as insured within **trade contents**, but excluding:
 - i) theft unless from a locked building;
 - ii) any amount in excess of 15% of the limit of liability for each insured item;
 - iii) property more specifically insured.

Replacement of locks

In the event of keys being stolen from the **premises** or from the private residence of any owner, director, manager or employee authorised to hold such keys, the Company will pay the cost necessarily and reasonably incurred for replacement of locks to the **buildings** or any safe or strongroom within the **buildings**, but excluding:

- a) the cost for the replacement of locks to a safe or strong room if the keys are left in the **premises** when it is closed for business; or
- b) any amount in excess of €1,000 in the aggregate in any one **period of insurance**.

Trace and access

In the event of **damage** resulting from escape of water or oil, where covered by this policy, the Company will pay:

- a) the cost necessarily and reasonably incurred in locating the source of such **damage** and subsequently making good the **damage** arising from the search; and
- b) the cost of repairing or replacing tanks, apparatus, pipes or appliances which have been damaged by freezing;

but excluding any amount in excess of €25,000.

Extinguishment expenses

In the event of **damage** covered by this policy, the cover provided by this section extends to include the reasonable costs incurred by the Insured in refilling fire extinguishment appliances and replacing used sprinkler heads.

Lawns and gardens

In the event of **damage** covered by this policy, the cover provided by this section extends to include the reasonable costs incurred by the Insured in repairing **damage** to lawns and gardens caused by emergency services, but excluding any amount in excess of €12,500.

Additional Exclusions that apply to section 1(a): Buildings, Trade Contents, Stock

This section does not cover the following:

Marine policies

Damage to property which at the time of the happening of the **damage** is insured, or would but for the existence of this insurance be insured, by any marine policy or policies, except in respect of any amount beyond that which would have been payable under the marine policy or policies had this insurance not been effected.

Consequential loss

Consequential loss or consequential **damage** of any kind or description, except loss of rent when such loss is included in the cover under this section.

Electrical devices

Damage arising in connection with any dynamo, motor or other electrical apparatus, or any part of an electrical installation, directly due to:

- a) short-circuiting;
- b) over-running;
- c) excessive pressure; or
- d) self-heating occurring therein;

but this will not exclude **damage** by fire which may extend beyond such dynamo, motor apparatus or such part of an electrical installation.

Building regulations and other regulations

- a) The costs incurred following the enforcement of any law or ordinance regulating the construction, repair or demolition of the **insured property**, other than as set out under the 'Basis of settlement' part of this section;
- b) The costs incurred as a result of any governmental direction or request declaring that asbestos material or other material that is present in, part of or utilised on any undamaged portion of the **insured property** can no longer be used for the purpose for which it was intended or installed and must be removed or modified.

Pollution and contamination

Damage caused by pollution or contamination, except **damage** to the **insured property** caused by:

- a) pollution or contamination which itself results from any peril insured (other than described in paragraph 12 of section 1 Property Damage and any other cover specified as excluded in the schedule);
 - b) any peril insured (other than described in paragraph 12 of section 1 Property Damage and any other cover specified as excluded in the schedule);
- which itself results from pollution or contamination

Communicable Disease

Loss, **damage**, liability, claim, cost or expense of any nature whatsoever resulting from, or directly or indirectly caused by or contributed to, or arising out of or in connection with any **communicable disease** or the fear or threat (whether actual or perceived) of a **communicable disease** or any action taken to, or in an attempt to, control, prevent or suppress in any way such **communicable disease** or the spread or transmission of same. Regardless of any other cause contributing concurrently or in any sequence to the loss, **damage**, liability, claim, cost or expense.

Covid-19

Loss, **damage**, liability, claim, cost or expense, of any nature whatsoever, howsoever or whensoever occurring, directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with:

- a) Coronavirus disease (COVID-19)
- b) Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2)
- c) Any mutation or variation of COVID-19 or SARS-CoV-2
- d) Any fear or threat of (a), (b) or (c) above (whether actual or perceived)
- e) Any action taken to, or in an attempt to, control, prevent or suppress in any way such communicable disease or the spread or transmission of same

Regardless of any other cause contributing concurrently or in any sequence to the loss, **damage**, liability, claim, cost or expense.

| Section 1(b): Money

Cover under this section is operative only where shown in the policy schedule.

Cover

The Company will indemnify the Insured against loss of **money** by any cause whatsoever (other than those specifically excluded) in the situations and circumstances (and not exceeding the monetary limits) as shown in the schedule.

Additional exclusions that apply to section 1(b): Money

This policy does not cover the following:

- a) **Damage** occasioned by or happening through fraud or dishonesty of any employee of the Insured:
 - i. not discovered within 7 working days of its occurrence; or
 - ii. more specifically insured by another policy or policies except in respect of any excess beyond the amount payable under such other insurance;
- b) **Damage** occurring outside Republic of Ireland, Northern Ireland, Great Britain, the Channel Islands and the Isle of Man;
- c) Shortages due to error or omission;
- d) Loss from an unattended vehicle.

Additional conditions that apply to section 1(b): Money

The insurance under this section shall be subject to the following additional conditions.

Custodian clause

The insurance in respect of cash in transit, within the limit shown in the schedule, is subject to the following custodian clause in respect of each and every transit.

Amount

Up to €6,500

€6,501 to €13,000

€13,001 to €20,000

Requirement

To be accompanied by at least one fully responsible adult.

To be accompanied by at least two fully responsible adults.

Transit to be by professional cash carrier.

Keys warranty

The Company shall not be liable under this section of the policy for any damage unless all keys including those relating to any part of the intruder alarm system (other than keys to safes or strongrooms) are:

- (a) removed from the **business premises**
- (b) placed within a locked safe or strong room

All keys to safes and/or strongrooms including notes of combination lock numbers to safes and / or strongrooms are removed from the premises at night and at all other times when the premises are unattended and closed.

Alarm warranty

The Company shall not be liable under this section of the policy in respect of any **damage** in any parts of the **premises** which the Company requires protected by a burglar alarm system, unless such system is:

- i) installed in accordance with a specification agreed by the Company;
- ii) regularly and efficiently maintained under a maintenance contract by a burglar alarm company approved by the Company;
- iii) maintained unaltered (including the system maintenance or monitoring arrangements), or any structural alteration to the **premises** which would affect the system is not carried out without the prior written consent of the Company;
- iv) put into full and effective operation whenever the **premises** are closed and unattended.

| Money – Assault extension

Cover

If the Insured or any director partner or employee of the Insured is injured or killed as a direct result of accidental, visible and external means which:

- a) is sustained solely and directly as a result of robbery or hold-up, or attempt thereof, while such insured person is engaged in the **business** of the Insured in the Republic of Ireland, Northern Ireland, Great Britain, the Channel Islands and the Isle of Man; and
- b) is the sole cause of death, disablement or incurring medical expenses for which the benefit is claimed;

the Company will pay the appropriate benefit to the Insured in accordance with table of benefits as shown hereunder.

Table of benefits

Benefit A	Death	€30,000	} occurring within 12 calendar months of injury
Benefit B	Total and irrecoverable loss of use of one or both eyes, one or both hands, one or both feet	€30,000	
Benefit C	Permanent total disablement from the pursuance of gainful employment of any and every kind	€30,000	
Benefit D	Temporary total disablement from engaging in or giving attention to usual business	Rate of normal weekly earnings or €200 per week, whichever is the less	
Benefit E	Proved medical expenses	€1,300 per person	

Additional conditions that apply to the Assault extension of section 1(b): Money

- a) Benefit C shall be payable only from the end of the 104th week from the date of injury.
- b) Benefit D shall not be payable for a longer period than 104 weeks in respect of any other injury, calculated from the date any person injured was first attended by a duly qualified medical practitioner.

- c) Payment shall not be made under more than one of the Benefits A to D in respect of the same injury. Should a claim be paid under Benefit C then all payments made under Benefit D shall be deducted from the sum payable under Benefit C.
- d) No further liability to make any payment shall attach to the Company after a claim under Benefits A, B or C has been admitted and becomes payable.

Additional exclusions that apply to the Assault extension of section 1(b): Money

This extension does not insure against:

- (1) any consequence of any existing physical or mental defect or infirmity, or pregnancy or childbirth;
- (2) injury to any person under 16 or over 70 years of age.

| Section 1(c): Goods in Transit

Cover under this section is operative only where shown in the policy schedule.

Cover

This section provides cover against **damage** caused to **goods** while they are **in transit** within the Republic of Ireland, Northern Ireland, Great Britain, the Channel Islands and the Isle of Man (including being transported by sea and air between these territories).

The following conditions apply to this cover:

- a) The Company can decide to settle a claim by either paying the value of the **goods**, or by paying the cost of repairing or replacing them;
- b) For any claim, the Company will not pay more than the “maximum value of any one load” shown in the schedule;
- c) If, at the time of any **damage**, the value of all the **goods** at any one location or on any one vehicle is more than the limit shown in the schedule, the Company will not be responsible for any loss above such limit.

Additional benefits that apply to section 1(c): Goods in Transit

If the vehicle the **goods** are on or in is involved in a crash, or overturns, the Company will also pay the necessary costs and expenses (within the limit shown in the schedule) of:

- transferring the **goods** to any other vehicle or transporting them to the original destination or a place they can be collected from; and
- removing debris arising from the incident from the scene.

Additional exclusions that apply to section 1(c): Goods in Transit

This section does not cover the following:

- a) Loss of or **damage** to livestock, **money**, gold or silver items, precious metals or stones, jewellery, watches, furs, wines and spirits, tobacco products, TVs, DVD players and recorders, mobile phones, set-top boxes, audio equipment, computers, electronic and portable gaming devices, cameras, camera equipment, items made of glass or china, other fragile items, camcorders, scrap metals and any metals not made of or comprising of iron, unless the Company has agreed otherwise and this is shown in the schedule;
- b) Any consequence of transporting explosives or other dangerous goods;
- c) Any consequence of the **goods** being seized, confiscated or destroyed by any relevant authority or by order of any government;
- d) Any expense or liability arising because of, or to prevent or reduce the effects of, actual or threatened pollution or contamination;
- e) The costs arising from meeting obligations under pollution laws or from the actions of any government or other authority;
- f) Theft which any employee of the insured is involved in or connected with in any way;
- g) **Damage** caused by:
 - i) any fall in value, deterioration or a change in temperature, unless this is caused by the vehicle being involved in an accident;
 - ii) mechanical or electrical breakdown of the **goods**, unless this is a direct result of the insured event;
 - iii) ordinary leakage, loss of weight or loss of volume;
 - iv) contamination or ordinary wear and tear;
 - v) inherent vice;
 - vi) built-in faults;
 - vii) vermin;
 - viii) insufficient or unsuitable packing, storage or preparation of the goods;
 - ix) wilful misconduct by the Insured;
 - x) rust, oxidation and discolouration;
 - xi) using, testing or repairing the goods.
- h) **Damage** caused by or arising from inadequate documentation, a delay in being transported or consequential loss of any kind;
 - i) **Damage** to containers, trailers or demountable vans;
 - j) Theft or attempted theft from a soft-topped, open-topped, open-sided or curtain-sided vehicle or trailer (unless the vehicle or trailer is stolen at the same time);
- k) Loss from a soft-topped, open-topped, open-sided or curtain-sided vehicle or trailer as a result of storm.

Additional clauses that apply to section 1(c): Goods in Transit

Security of unattended vehicles owned or operated by the Insured

The Company shall not be liable for theft from any motor vehicle and/or trailer owned or operated by the Insured that is unattended, unless:

- a) all doors, windows and other openings are properly fastened and securely locked, and force has been used to break into the vehicle; and
- b) all protective appliances, alarms, immobilisers and locking devices are in use and working properly, in line with the manufacturer's instructions.

If the vehicle is unattended between 9pm and 6am, it must also:

- be in a garage or building which is securely closed and locked; or
- parked in a compound secured by locked gates; or
- have a security guard guarding it.

Pairs and sets

If the **goods** consist of articles which form a pair or set, the liability of the Company will be limited to the lesser of:

- a) the actual value of the particular article which is lost or damaged, not including any extra value it has or would have as part of a pair or set; or
- b) a proportionate part of the value of the pair or set.

Basis of valuation

- a) For new property for which a sales contract has been agreed, the Company will consider the invoice price as the basis of valuation.
- b) For new property intended for sale, the Company will consider the new replacement price plus all carriage and ancillary costs as the basis of valuation.
- c) For all other property, the Company will consider the current market value at the time of such **damage** as the basis of valuation.

In all instances, the basis of valuation will include any customs duty or similar levy payable in respect of the property, but will exclude VAT where exempt or recoverable by the Insured.

Replacement parts

- a) The amount the Company will pay under this section for **damage** to any part of a machine will not be more than the cost of repairing or replacing the part, plus any charges associated with getting and fitting the part;
- b) If a claim is for **damage** to part of second-hand machinery, the amount the Company will pay under this section will not be more than the percentage of the claim that the cost of replacing the part bears to the value of a similar new machine, plus any associated charges for getting and fitting the new part;
- c) If the original part is no longer available, the amount the Company will pay for an alternative replacement part will not be more than the manufacturer's last list price for the original part in the year it was made, plus any associated charges for getting and fitting the part;
- d) Any customs duty or other relevant tax due when buying, getting and fitting replacement parts is also covered where the full amount of that duty or tax is included in the sum insured for the whole machine.

Provided that in all instances referred to above the liability of the Company in respect of a machine part(s) will never be more than the sum insured for the complete machine.

| Section 1(d): Deterioration of Stock

Cover under this section is operative only where shown in the policy schedule.

Cover

The Company will indemnify the Insured in respect of **damage** to **stock** which is contained in a chill room, cold store or adjoining holding area shown in the schedule, by deterioration, contamination or putrefaction caused by or arising from:

- a) rise or fall in temperature as a result of:
 - i) **breakdown** or inherent defect in the **refrigerating plant**;
 - ii) non-operation of the thermostatic or automatic controlling devices forming part of the plant;
 - iii) accidental failure of the public supply of electricity not occasioned by the deliberate act of any supply authority;
 - iv) accidental **damage** to the **refrigerating plant**.
- b) accidental leakage of refrigerant or refrigerant fumes from the **refrigerating plant**.

Additional benefits that apply to section 1(d): Deterioration of Stock

Costs and expenses necessarily incurred and within the sum insured shown in the schedule in:

- a) cleaning and decontaminating refrigerated units following **damage** insured by this section;
- b) disposing of **stock** which has been condemned as unfit by an appropriate public authority as a result of **damage** insured by this section.

Additional exclusions that apply to section 1(d): Deterioration of Stock

This section does not cover the following:

1. **Damage**:
 - a) resulting from gradually developing flaws or defects in the plant or the incorrect setting of thermostats and automatic controls;
 - b) caused by faulty packaging or storage;
 - c) to **stock** contained in refrigerated vehicles/trailers/semi-trailers;
 - d) resulting from **damage** insurable under another section of this policy (whether insured or not).
2. **Damage** resulting from failure or fluctuation of public electricity:
 - a) which does not exceed 60 consecutive minutes;

- b) due to any deliberate act of a public supply undertaking not performed for the sole purpose of safeguarding life;
- c) due to the inability of the supplier to maintain supply, unless resulting from accidental **damage** to the public supply undertaking's generating or supply equipment.

Additional condition that applies to the section 1(d): Deterioration of Stock

Maintenance

It is a condition that the Insured maintains and implements a planned maintenance programme for the servicing of **refrigerating plant** at regular intervals by the manufacturer or a competent refrigeration engineer, and that a record of such maintenance programme is kept. Any **refrigerating plant** which is damaged or showing signs of overheating or stress must be taken out of service and promptly repaired or replaced.

Section 2: Business Interruption

Cover under this section is operative only where shown in the policy schedule.

Additional definitions that apply to section 2: Business Interruption

Business interruption

Interruption of or interference with the **business** carried on by the Insured at the **premises** in consequence of **damage** to property used by the Insured at the **premises** for the purpose of the **business**.

Indemnity period

The period beginning on the date the **damage** happens and ending when:

- the results of the **business** cease to be affected by the **damage**; or
- the **maximum indemnity period** shown in the schedule for the relevant loss whichever is earlier.

Maximum indemnity period

Twelve months or other period as shown in the schedule.

Increased costs of working

The reasonable additional expenses necessary to avoid or minimise a reduction in **turnover** during the **indemnity period**.

Trends of the business

Trends and variations in the broad business environment which:

- affect the **business**, either before or after the **damage**; or
- would have affected the **business** if the **damage** had not happened.

Payroll

The wages bill (including National Insurance contributions, bonuses, holiday pay and other payments relating to salary packages) for all employees.

Uninsured variable costs

These are the total of:

- purchases less discounts received;
- 100% of the discounts allowed; and
- 100% of the bad debts.

Turnover

The **money** paid or due for goods sold and delivered and services provided, in the course of the **business**.

Annual turnover

The **turnover** during the financial year immediately before the date of the **damage**, adjusted for **trends of the business**.

Standard turnover

The **turnover** during that period in the 12 months immediately before the date of the **damage**, which corresponds with the **indemnity period**, adjusted for **trends of the business**.

Gross profit

This is:

- the total of the **turnover** plus the value of the closing stock; less
 - the total of the value of the opening stock plus any **uninsured variable costs**;
- where the amounts of opening stock and closing stock shall be arrived at in accordance with the Insured's normal accounting methods with due provision being made for depreciation.

Rate of gross profit

The rate which **gross profit** had borne to **turnover** during the financial year immediately before the date of the **damage**, adjusted for **trends of the business**.

Insurable amount of gross profit

The **gross profit** which, if the **damage** had not happened, the Insured would have been entitled to in the 12 months immediately after the **damage** (increased proportionately if the **maximum indemnity period** is more than 12 months), adjusted for **trends of the business**.

Estimated gross profit

The amount declared by the Insured to the Company as representing not less than the **gross profit** which it is anticipated the **business** would earn during the financial year most nearly concurrent with the **period of insurance** (increased proportionately if the **maximum indemnity period** is more than 12 months).

Gross revenue

The revenue paid or payable to the Insured in respect of services provided.

Insurable amount of gross revenue

The **gross revenue** which, if the **damage** had not happened, the Insured would have been entitled to in the 12 months immediately after the **damage** (increased proportionately if the **maximum indemnity period** is more than 12 months), adjusted for **trends of the business**.

Estimated gross revenue:

The amount declared by the Insured to the Company as representing not less than the **gross revenue** which it is anticipated the **business** would earn during the financial year most nearly concurrent with the **period of insurance** (increased proportionately if the **maximum indemnity period** is more than 12 months).

Tax relief

The statutory relief from tax, or exemption of tax from transactions, or the reduction in corporation tax, which the Insured is entitled to in connection with the **business**.

Insurable amount of tax relief

The **tax relief** which, if the **damage** had not happened, the Insured would have been entitled to in the 12 months immediately after the **damage** (increased proportionately if the **maximum indemnity period** is more than 12 months), adjusted for **trends of the business**.

Estimated tax relief

The amount of **tax relief** the Insured anticipated the **business** would receive during the whole of the financial year which accounts for the largest part of the **period of insurance** the claim arises in (increased proportionately if the **maximum indemnity period** is more than 12 months).

Rent receivable

The total of the rent, service charges and similar payments received for letting the property at the **premises**, adjusted to take account of the **trends of the business** (increased proportionately if the **maximum indemnity period** is more than 12 months).

Insurable amount of rent receivable

The **rent receivable** which, if the **damage** had not happened, the Insured would have been entitled to in the 12 months immediately after the **damage** (increased proportionately if the **maximum indemnity period** is more than 12 months), adjusted for **trends of the business**.

Standard rent receivable

The **rent receivable** during that period in the 12 months immediately before the date of the **damage**, which corresponds with the **indemnity period**, adjusted for **trends of the business** (increased proportionately if the **maximum indemnity period** is more than 12 months).

Outstanding debit balances

The total recorded debits adjusted for:

- bad debts;
- amounts debited (or invoiced but not debited) and credited (including credit notes and cash not passed through the books at the time of the **damage**) to customers' accounts in the period between the date to which said last statement relates and the date of the **damage**; and
- any abnormal condition of trade which had or could have had a material effect on the **business**;

so that the adjusted figures insofar as possible represent those which would have been obtained at the date of the **damage** had the **damage** not occurred.

Cover

The Company will indemnify the Insured for the amount of loss against each item insured shown in the schedule, in the manner and to the extent as described under 'Basis of settlement' below, following **damage** caused to property used in connection with the Insured's **business** at the **premises** by any of the perils insured against under section 1(a): Buildings, Trade Contents, Stock of this policy.

Provided that the following conditions are met:

1. Payment is made or liability admitted for the **damage** under an insurance covering the interest of the Insured in the property, or payment would have been made or liability admitted for the **damage** but for the operation of a policy excess.
2. The total liability under this section is restricted to:
 - the total sum insured shown in the schedule in respect of any item listed in the schedule; or
 - the sum insured remaining after deducting any amount the Company has already paid under this section during the same **period of insurance**, unless the Company shall have agreed to reinstate such sum insured;whichever is less.

Basis of settlement

A For loss of gross profit (or estimated gross profit)

The Company will pay as indemnity the amount lost due to (a) reduction in **turnover** and (b) **increased costs of working**, as described below, less any savings in costs or expense which cease or reduce as a result of the **damage**.

(a) **In respect of reduction in turnover:**

The sum produced by applying the **rate of gross profit** to the amount by which the **turnover** during the **indemnity period** shall in consequence of the **damage** fall short of the **standard turnover**.

(b) **In respect of increased costs of working:**

The additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in **turnover** and which, but for that expenditure, would have taken place during the **indemnity period** in consequence of the **damage**, but not exceeding the sum produced by applying the **rate of gross profit** to the amount of the reduction thereby avoided.

Provided that:

1. Where the item shown in the schedule is **gross profit**, should the amount shown against this item in the schedule be less than the **insurable amount of gross profit**, the amount payable in respect of any claim shall be proportionately reduced.
2. Where the item shown in the schedule is **estimated gross profit**, the liability of the Company will be limited to 133.33% thereof. The premium for **estimated gross profit** is provisional and subject to adjustment as described in the additional conditions specific to this section.

B For loss of gross revenue (or estimated gross revenue)

The Company will pay as indemnity the amount lost due to (a) loss of **gross revenue** and (b) **increased costs of working** as described below, less any savings in costs or expense which cease or reduce as a result of the **damage**.

(a) **In respect of loss of gross revenue:**

The amount by which the **gross revenue** during the **indemnity period** shall in consequence of the **damage** fall short of the **insurable amount of gross revenue**.

(b) **In respect of increased costs of working:**

The additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the loss of **gross revenue** and 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 **gross revenue** thereby avoided.

Provided that:

1. Where the item shown in the schedule is **gross revenue**, should the amount shown against this item in the schedule be less than **the insurable amount of gross revenue**, the amount payable in respect of any claim shall be proportionately reduced.
2. Where the item shown in the schedule is **estimated gross revenue**, the liability of the Company will be limited to 133.33% thereof. The premium for **estimated gross revenue** is provisional and subject to adjustment as described in the additional conditions specific to this section.

C For loss of tax relief (or estimated tax relief)

The Company will pay as indemnity the amount lost due to (a) reduction in **tax relief** and (b) **increased costs of working** as described below.

(a) **In respect of reduction in tax relief:**

The amount by which the **tax relief** in the financial year or years containing the **indemnity period** falls short of the **tax relief** to which the Insured would but for the **damage** have been entitled to in the said financial year or years.

(b) **In respect of increased costs of working:**

So much of the additional expenditure described in part (b) of the **gross profit** item as exceeds the amount payable thereunder, but not more than the additional amount which would have been payable in part (a) of this item had such additional expenditure not been incurred.

Provided that:

1. Where the item shown in the schedule is **tax relief**, should the amount shown against this item in the schedule be less than the **insurable amount of tax relief**, the amount payable in respect of any claim shall be proportionately reduced.
2. Where the item shown in the schedule is **estimated tax relief**, the liability of the Company will be limited to 133.33% thereof. The premium for **estimated tax relief** is provisional and subject to adjustment as described in the additional conditions specific to this section.

D For loss of rent receivable

The Company will pay as indemnity the amount of **rent receivable** lost due to (a) **loss of rent receivable** and (b) additional expenditure, as described below, less any savings in costs or expenses which cease or reduce as a result of the **damage**.

(a) **In respect of loss of rent receivable:**

The amount by which the **rent receivable** during the **indemnity period** shall in consequence of the **damage** fall short of the **insurable amount of rent receivable**.

(b) **In respect of additional expenditure:**

The additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the loss of **rent receivable** and 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** thereby avoided.

Provided that should the amount shown against this item in the schedule be less than the **insurable amount of rent receivable**, the amount payable shall be proportionately reduced.

E For increased costs of working

The Company will pay as indemnity the cost of additional expenditure necessarily and reasonably incurred by the Insured in consequence of the **damage** in order to avoid or diminish loss of **turnover** during the 12 months immediately following the **damage**.

F For additional increased costs of working

The Company will pay as indemnity the cost of additional expenditure necessarily and reasonably incurred by the Insured in consequence of the **damage**, and incurred during the 12 months immediately following the **damage**, in order to avoid or diminish loss of **turnover**.

G For outstanding debit balances

The Company will pay as indemnity the loss sustained by the Insured in respect of **outstanding debit balances** directly due to the **damage**, and the amount payable in respect of any one occurrence of **damage** shall not exceed:

- (i) the difference between:
 - (a) the outstanding debit **balances**; and
 - (b) the total of the amounts received or traced in respect thereof.
- (ii) the additional expenditure incurred with the written consent of the Company in tracing and establishing customers' debit balances after the **damage**.

Provided that the Insured meets the conditions specific to **outstanding debit balances** as described in the additional conditions specific to this section.

H For rent payable

The Company will pay to the Insured, for a period not exceeding the **maximum indemnity period**, the amount of rent which continues to be payable under contract

by the Insured for the buildings or part of the buildings whilst they are unfit for occupation in consequence of the **damage**.

Additional conditions that apply to section 2: Business Interruption

1 Renewal declaration where item insured is estimated gross profit, estimated gross revenue or estimated tax relief

Prior to each renewal, the Insured must provide the Company with the Insured's **estimated gross profit** or **estimated gross revenue** and **estimated tax relief** for the financial year most nearly concurrent with the following **period of insurance**.

2 Premium adjustment where item insured is estimated gross profit, estimated gross revenue or estimated tax relief

Within six months of each **period of insurance** ending, the Insured must provide a declaration, confirmed by the Insured's auditors, of the **gross profit** or **gross revenue** earned (including **payroll**), and the **tax relief** allowed, during the financial year most nearly concurrent with the year of insurance.

If **damage** arises in the **period of insurance** for which a **claim** is made under this section, the Company will increase the amounts provided in such declaration by the amounts by which the Insured's **gross profit** and **tax relief** were reduced during the financial year as a direct result of **damage**.

The amounts shall also be adjusted proportionately if the **maximum indemnity period** is more than 12 months.

- i) If the adjusted declared amount of **gross profit** and **tax relief** is less than the total of the respective **estimated gross profit** or **estimated gross revenue** and **estimated tax relief** for the relevant **period of insurance**, the Company will allow a proportionate refund up to 50% of the premium collected in respect of each insured item.
- ii) If the adjusted declared amount of **gross profit** and **tax relief** is more than the total of the respective **estimated gross profit** or **estimated gross revenue** and **estimated tax relief** for the relevant **period of insurance**, the Insured shall pay a proportionate additional premium in respect of each insured item.

3 Conditions applying to outstanding debit balances

It is a condition of cover that the Insured must:

- keep accounts and other business books or records which give details of customers' accounts in a fireproof safe or cabinet when they are not being used; and
- keep a separate record, showing the total amount outstanding in credit accounts at the end of each month, somewhere other than in the building in which the original records are kept and provide such records to the Company in the event of a claim.

Additional extensions that apply to section 2: Business interruption

The insurances provided by the extensions in this section shall only be applicable where gross profit or gross revenue (or estimated gross profit or estimated gross revenue) are insured.

A Engineering risks

This extension provides cover against **business interruption** resulting from **damage** caused by the following:

i) Explosion or collapse of steam pipes

Steam pipes at the **premises** exploding as a result of internal steam pressure, or collapsing (whether ruptured or not) as a result of steam, gas, air, water or liquid pressure.

ii) Explosion or collapse of vessels

Vessels at the **premises** (other than boilers and economisers) exploding as a result of internal steam pressure, or collapsing (whether ruptured or not) as a result of steam, gas, air, water or liquid pressure.

iii) Explosion or Collapse of boilers and economisers

Boilers or economisers at the **premises** exploding as a result of internal steam pressure, or collapsing (whether ruptured or not) as a result of steam, gas, air, water or liquid pressure.

iv) Overheating of boilers and economisers

Boilers or economisers at the **premises** overheating.

This extension does not cover the undernoted defects (which do not constitute explosion or collapse, even though repair or replacement may be necessary), but explosion or collapse arising from any such defect is not excluded.

- The steam pipe, vessel, boiler or economiser wearing away or becoming weakened or damaged as a result of a leak, corrosion, rust or similar action.
- Slowly developing deformation or distortion of any part of plant.
- Cracks, fractures, blisters or flaws in laminated layers or grooving.
- Failure of joints.

The amount we pay under this extension will not be more than the sum insured shown in respect of any item in the schedule.

B Prevention of access

This extension provides cover against **business interruption** resulting from **damage** to property in the vicinity of the **premises** preventing or obstructing use of, or access to, the **premises**.

This extension does not cover:

- use of the **premises** being prevented or obstructed by the electricity, gas, water, phone or other utility service to the **premises** being cut off or interrupted as a result of **damage** to the relevant utility supplier's property;
- any amount over €15,000 or the limit shown against this extension in the schedule.

C Unspecified suppliers

This extension provides cover against **business interruption** resulting from **damage** to property at the premises of any of the Insured's suppliers which provide the Insured with parts, goods or materials.

This extension does not cover:

- claims arising from the electricity, gas, water, phone or other utility service to the Insured's supplier's premises being cut off or interrupted as a result of **damage** to the relevant utility supplier's property;
- any amount over €15,000 or the limit shown against this extension in the schedule.

D Unspecified customers

This extension provides cover against **business interruption** resulting from **damage** to property at the premises of any of the Insured's customers who the Insured have a contract or trading relationship with to supply goods or services.

This extension does not cover:

- claims arising from the electricity, gas, water, phone or other utility service to the Insured's customer's premises being cut off or interrupted as a result of **damage** to the relevant utility supplier's property;
- any amount over €15,000 or the limit shown against this extension in the schedule.

E Property at other locations

This extension provides cover against **business interruption** resulting from **damage** to the Insured's property at other locations in the Republic of Ireland, Northern Ireland, Great Britain, the Channel Islands or the Isle of Man.

This extension does not cover:

- **business interruption** as a result of **damage** which is not covered under this policy; or
- any amount over €15,000 or the limit shown against this extension in the schedule.

F Goods in transit

This extension provides cover against **business interruption** resulting from **damage** to goods being transported within the Republic of Ireland, Northern Ireland, Great Britain, the Channel Islands or the Isle of Man (including by sea and air between these territories).

This extension does not cover:

- **business interruption** as a result of **damage** which is not covered under this policy; or
- any amount over €7,500 or the limit shown against this extension in the schedule.

G Deterioration of stock

This extension provides cover against **business interruption** resulting from deterioration or contamination of stock held for business purposes and stored in refrigeration plant.

This extension does not cover:

- deterioration of stock not covered under this policy; or
- any amount over €7,500 or the limit shown against this extension in the schedule.

H Murder or suicide

This extension provides cover against **business interruption** resulting from an occurrence of murder or suicide at the premises.

This extension does not cover:

- any amount over €15,000 or the limit shown against this extension in the schedule.

I Damage to public utilities

This extension provides cover against **business interruption** from any loss insured by this policy resulting from **damage** arising at:

- an electricity generating station or substation;
- gas supplier's or natural gas producer's premises; or
- waterworks or pumping station;

which the Insured gets their electricity, gas or water supply from and which is in the Republic of Ireland, Northern Ireland, Great Britain, the Channel Islands or the Isle of Man.

This extension does not cover:

- the rationing or deliberate withholding of supply; or
- any amount over €15,000 or the limit shown against this extension in the schedule.

Supplementary clauses

Automatic reinstatement after a loss

In the absence of written notice by the Insured or the Company to the contrary, the liability of the Company shall not be reduced by the amount of any **claim**, and the Insured shall pay the appropriate additional premium for such automatic reinstatement of cover.

Professional accountants

The Company will pay (within the limits of the sum insured shown in the schedule) to the Insured the reasonable charges payable by the Insured to their professional accountants for producing such particulars or details, or any other proof, information or evidence as may be required by the Company under the terms of this policy, and for certifying that such details are in accordance with the Insured's books of account or other business books or documents.

Alternative trading

If, during the **indemnity period**, goods shall be sold or services shall be rendered elsewhere than at the **premises**, for the benefit of the **business**, either by the Insured or by others on behalf of the Insured, the **money** paid or payable in respect of such sales or services shall be brought into account in arriving at the **turnover** (or **gross revenue**) and for **tax relief** during the **indemnity period**.

Salvage sale

If, following **damage** giving rise to a claim under this policy, the Insured shall hold a salvage sale during the **indemnity period**, the **gross profit** actually earned during the period of the salvage sale shall be brought into account in any claim settlement.

Accumulated stocks

In adjusting any loss, account shall be taken, and an equitable allowance made, if any shortage in **turnover** due to the **damage** is postponed by reason of the **turnover** being temporarily maintained from accumulated stocks of finished goods in warehouses or depots.

Payments on account

Payments on account may be made to the Insured where agreed by the Company and subject to any necessary adjustment being made at the end of the **indemnity period**.

New business

In the event of any **claim** arising from **damage** occurring before the completion of the first year's trading of the **business**, such loss will be ascertained in consideration of the **gross profit** earned to the amount of **turnover** (or **gross revenue**) received during the period between the commencement of the **business** and the date of the **damage**, and the **trends of the business**, and will be adjusted for the settlement proportionately for the period of interruption.

VAT (value added tax)

To the extent that the Insured is accountable to the tax authorities for value added tax, all terms in this policy shall be exclusive of such tax.

Cost accounting

For the purpose of the definitions in this section, any adjustment implemented in current cost accounting shall be disregarded.

Additional Exclusions that apply to section 2: Business Interruption

This section does not cover the following:

Communicable Disease

Loss, **damage**, liability, claim, cost or expense of any nature whatsoever resulting from, or directly or indirectly caused by or contributed to, or arising out of or in connection with any **communicable disease** or the fear or threat (whether actual or perceived) of a **communicable disease** or any action taken to, or in an attempt to, control, prevent or suppress in any way such **communicable disease** or the spread or transmission of same. Regardless of any other cause contributing concurrently or in any sequence to the loss, **damage**, liability, claim, cost or expense.

Covid-19

Loss, **damage**, liability, claim, cost or expense, of any nature whatsoever, howsoever or whensoever occurring, directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with:

- a) Coronavirus disease (COVID-19)
- b) Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2)
- c) Any mutation or variation of COVID-19 or SARS-CoV-2
- d) Any fear or threat of (a), (b) or (c) above (whether actual or perceived)
- e) Any action taken to, or in an attempt to, control, prevent or suppress in any way such communicable disease or the spread or transmission of same

Regardless of any other cause contributing concurrently or in any sequence to the loss, **damage**, liability, claim, cost or expense.

| Section 3: Liability

Additional definitions that apply to:

- **Section 3(a): Public Liability;**
- **Section 3(b): Products' Liability; and**
- **Section 3(c): Employers' Liability;**

Each time one of the additional definitions below is used, it will have the same meaning wherever it appears in the sections referred to above, or in the schedule in relation to these sections.

Business

The **business** as shown in the schedule and shall also include:

- a) the repair and/or maintenance of property owned or occupied by the Insured, but excluding any work of structural alteration, construction, reconstruction or demolition;
- b) the repair and/or maintenance of plant and machinery owned by the Insured;
- c) the provision and management of canteens, social, sports and/or welfare organisations for the benefit of the Insured's **employees** and their families;
- d) the provision of emergency first aid and medical services (other than by a qualified medical practitioner) and the provision of ambulance and fire services, security services and safety organisations; and
- e) private work carried out by an **employee** for any director, partner or senior official, provided:
 - such work is undertaken with the prior consent of the Insured;
 - is not in pursuit of any trade or business; and
 - is not an activity specifically excluded under clause a) above.

Costs and expenses

This means:

- any claimant's legal costs for which the Insured is legally liable to pay;
- all **costs and expenses** necessarily and reasonably incurred, with the Company's written consent, in the investigation and defence of a claim; and
- all legal fees, incurred with the Company's written consent, for legal representation at any Coroner's inquest or fatal accident enquiry;

in connection with any **event** which is the subject of indemnity under this insurance.

Employee

Any:

- person under a contract of service or apprenticeship with the Insured;
- person engaged under any training, educational, or work experience programme;
- labour master or labour-only contractor, or any person employed or supplied by them;
- self-employed person; or
- person hired to, or borrowed by, the Insured;

while working for the Insured in the course of the **business**.

Event

Any one occurrence, or all occurrences of a series consequent on or attributable to one source or original cause.

Bodily injury

Bodily injury including death, disease and illness.

Principal

Any person, company, firm or public, local or statutory authority for whom the Insured is carrying out work under contract or agreement.

Product

Any commodity or goods (including packaging, containers, instructions for use and labels) sold, supplied, manufactured, tested, altered, constructed, erected, installed, treated, planted, repaired, serviced, processed, stored, handled or transported by the Insured, or on the Insured's behalf, in the course of the **business**.

Additional condition that applies to:

- **Section 3(a): Public Liability;**
- **Section 3(b): Products' Liability; and**
- **Section 3(c): Employers' Liability.**

The insurance under these sections referred to above shall be subject to the following additional condition where shown as applicable on the policy schedule:

Premium adjustment

If the premium has been calculated on the basis of an estimate supplied by the Insured of wages, salaries and other earnings, or of turnover:

- a) the Insured shall maintain an accurate record of such wages, salaries and other earnings, or turnover, and the Company or its representatives may at any time examine such record;
- b) the Insured shall, within 90 days of the expiry of each **period of insurance**, supply to the Company an auditors' certificate of such wages, salaries and other earnings, or turnover, for that **period of insurance**;
 - i) if the amount of such wages, salaries and other earnings, or turnover, shall differ from the estimate on which the premium has been calculated, the difference in premium shall be paid by or allowed to the Insured, as the case may be;
 - ii) should the Insured fail to supply such auditors' certificate in accordance with this condition, then the Company will not provide any indemnity for any **bodily injury** which might otherwise be the subject of indemnity under these sections in the **period of insurance** for which the auditors' certificate remains outstanding.

| Section 3(a): Public Liability

Cover under this section is operative only where shown in the policy schedule.

Cover

- a) The Company will indemnify the Insured in respect of all sums for which the Insured shall become legally liable to pay in respect of:
 - i) accidental **bodily injury** to any person; or
 - ii) accidental loss of, or **damage** to, material property;
caused during the **period of insurance** within the Republic of Ireland, Northern Ireland, Great Britain, the Channel Islands and the Isle of Man, and arising out of and in the course of the **business**.
- b) In respect of any one event:
 - i) the total amount payable shall not exceed the limits shown in the schedule or any lesser limit shown in this section against a specific extension or exclusion; and
 - ii) where the Company is liable to indemnify more than one person, the total amount of indemnity shall not exceed the limits of indemnity shown in the schedule.
- c) The Company will indemnify the Insured in respect of all **costs and expenses** which arise or are incurred in connection with a claim for which indemnity is provided under this section. Such **costs and expenses** recoverable under this section will be paid in addition to the limit of indemnity shown in the schedule (subject to the exception contained in exclusion j) and on the extension for wrongful arrest by the Insured).

Additional extensions that apply to section 3(a): Public Liability

Indemnity to others

The Company will indemnify against legal liability, as described in the 'Cover' heading in this section, the following:

- 1) Any **principal**.
- 2) In the event of death of the Insured, the legal personal representatives of the Insured.
- 3) At the request of the Insured:
 - a) the officers, committees and members of the canteen, social, sports, first aid, medical, security or welfare organisations in their respective capacities as such, which the Insured has provided for the benefit of **employees**;
 - b) any director, partner or **employee** of the Insured whilst engaged in the **business**; or
 - c) any director, senior executive (including committee members) of the Insured in respect of private work undertaken by **employees** for any of the said persons.

Provided that:

- i) the Insured would have been entitled to indemnity under this section had the claim been made against the Insured;
- ii) the **principal** or other person is not entitled to indemnity under any other policy;
- iii) the **principal** or other person shall observe, fulfil and be subject to the terms, definitions, exclusions and conditions of this policy; and
- iv) nothing in this extension will operate to increase the liability of the Company to pay any amount exceeding the limits of indemnity, regardless of the number of persons claiming to be indemnified.

Temporary work abroad

The Company will indemnify the Insured in respect of liability, as described in the 'Cover' heading in this section, arising:

- 1) within any member country of the EU where an **employee**, partner or director of the Insured is temporarily carrying out work in the course of the **business**; or
- 2) elsewhere in the world where an **employee**, partner or director is on a temporary visit for the purpose of carrying out non-manual work in the course of the **business**.
Provided that:
 - i) such **employee**, partner or director is normally resident in the Republic of Ireland or Northern Ireland;
 - ii) the action in respect of such **event** is brought against the Insured in a court of law in the Republic of Ireland;
 - iii) such work does not exceed a period of 60 consecutive days, unless agreed in writing by the Company; and
 - iv) nothing in this extension will operate to increase the liability of the Company to pay any amount exceeding the limits of indemnity, regardless of the number of persons claiming to be indemnified.

Cross liability

If more than one party is named as the Insured in the schedule, the Company will treat each party as if the policy had been issued to each.

Nothing in this extension will operate to increase the liability of the Company to pay any amount exceeding the limits of indemnity, regardless of the number of persons claiming to be indemnified.

Weakening or removal of support

The Company will indemnify the Insured in respect of liability, as described in the 'Cover' heading in this section, caused by vibration, or by the removal or weakening of support to any land, building, structure or property (including liability arising from such **damage**).

The liability of the Company under this extension shall not exceed the Public Liability limit specified in the schedule.

Defective work

The Company will indemnify the Insured in respect of liability, as described in the 'Cover' heading in this section, arising as a consequence of defective construction, erection, installation, repair or servicing work carried out independent of a contract for sale of any

product, and away from the Insured's **premises**, by the Insured or any **employee** of the Insured in connection with the **business**.

The cover provided under this extension shall not apply or include the costs of replacing, repairing, remediating or otherwise making good such defective work.

The liability of the Company under this extension shall not exceed the Public Liability limit specified in the schedule against any one **event**; this same limit shall also apply in the aggregate any one period of insurance.

Wrongful Arrest by Insured

The Company will indemnify the Insured in respect of liability as described in the cover heading on account of the wrongful arrest committed or alleged to have been committed, by the Insured during the **period of insurance**.

The Company will also reimburse the Insured for the amount of any costs incurred by the Insured in the investigation and defence of any claims or proceedings which may be brought against the Insured for wrongful arrest, even if such claims or proceedings are groundless, false or fraudulent.

For the purposes of the cover by this extension wrongful arrest shall be deemed to mean:

- i) assault committed, or alleged to have been committed, by the Insured at the time of making or attempting to make an arrest or in resisting an overt attempt to escape by a person under arrest before such person has or could be placed in the custody of a law enforcement officer;
- ii) libel or slander, false imprisonment or malicious prosecution:
 - a) committed, or alleged to have been committed, directly in connection with an arrest by the Insured, or
 - b) arising out of the investigation of acts of shop-lifting or stealing.

The cover provided under this extension shall not apply to or include:

- i) claims or suits made or brought against the Insured by any of the Insured's directors, partners or employees;
- ii) claims arising out of any dishonest, fraudulent or criminal act by the Insured's directors, partners or employees;
- iii) claims arising out of acts, services or the performance of duties in connection with riots, civil commotion or mob actions or in the control, suppression or prevention of these;
- iv) any amount in excess of €1,300,000 in the aggregate inclusive of **costs and expenses**.

Additional condition that applies to section 3(a): Public Liability

Metal welding or cutting equipment used away from the Insured's premises:

It is a precondition of cover under this section that in respect of the use of blow lamps,

blow torches or electric, oxyacetylene or similar welding or cutting equipment, the undernoted precautions will be complied with:

1. a) The area in which work is to be carried out be adequately cleaned and combustible materials removed to a distance of not less than 6 metres away from the work.
- b) If work is to be carried out overhead, the area beneath be similarly cleaned and combustible materials removed.
- c) Combustible floors or other hazards within or near to the segregated area, such as tanks above or below ground level and containing inflammable liquids or gases, must be protected by overlapping sheets of incombustible material.
2. a) Appropriate fire extinguishing devices must be kept available for immediate use near the scene of operations.
- b) Nearby hydrants and hoses, if any, must be connected up in readiness for immediate use and tested prior to commencement of the work.
3. An **employee** of the Insured must be detailed to work alongside the operatives to see that there is no outbreak of fire.
4. Where the work involves the use of blow torches or blow lamps, such blow lamps or blow torches be:
 - a) lighted as short a time as possible before use and extinguished immediately after use; and
 - b) not left unattended.
5. A thorough examination be made in the area in which work has been undertaken half an hour after the termination of each period of work.

Additional exclusions that apply to section 3(a): Public Liability

The Company will not indemnify the Insured in respect of the following:

- a) **Bodily injury** to any **employee**.
- b) Fines, penalties, punitive damages or exemplary damages.
- c) **Bodily injury**, or loss of or **damage** to property, caused by, arising from or in connection with:
 - any steam pressure vessels (not including boiler equipment for making tea or coffee), which are the property of the Insured or for the maintenance of which the Insured is responsible, exploding or collapsing, unless the vessels have been inspected and serviced in line with any legal requirements;
 - any passenger lift, elevator or escalator, unless it is inspected in compliance with statutory requirements; or
 - a **product**, other than food or drink the Insured provides for **employees** or visitors on the **premises**.
- d) The costs of:
 - repairing, replacing, reinstating, rectifying, recalling, removing or making good a **product**;
 - refunding the price paid for a **product**; or
 - remedying any defect or alleged defect in land, buildings, structures or other premises the Insured has sold.
- e) Claims relating to:

- contracts not fulfilled properly or efficiently;
 - remedial, professional or other advice or treatment (other than medical first aid) that is given, administered or omitted on behalf of the Insured, and which a fee has or would normally be charged for; or
 - libel or slander, or infringement of plans, copyright, patents, trade names, trademarks, registered designs or any intellectual property right.
- f) Claims arising from or caused by any **product** failing, allegedly failing or being unsuitable for its intended purpose.
- g) Liability relating to any contract or agreement assumed by the Insured which would not have attached to the Insured in the absence of such contract or agreement.
- h) Claims which arise through, or are directly or indirectly contributed to by, exposure to magnetic, electric or electromagnetic fields, or radiation.
- i) Liability directly or indirectly caused by, arising from or involving asbestos, except for **bodily injury**, or **damage** caused by anything containing asbestos, if the asbestos is not in itself a direct or indirect cause of the **bodily injury** or **damage**.
- j) Liability arising out of pollution or contamination of any building, structure, water, land or air, unless caused by a sudden, identifiable, accidental and unexpected incident which takes place at one moment in time during the **period of insurance**, in which case:
- all pollution or contamination which arises out of one incident will be considered to have happened at the time the incident took place; and
 - the Company's liability for all damages and **costs and expenses** will not exceed €2,600,000.
- k) Claims arising from ownership of, possession of or use by the Insured, or by any person or **principal** entitled to indemnity under this policy, of any:
- i) mechanically propelled vehicle, except legal liability arising out of:
- the vehicle being used as a tool of trade on the Insured's **premises** or any site;
 - the vehicle being loaded or unloaded; or
 - the ownership, possession or use of a semi-trailer or trailer (whether or not it is attached to any vehicle);
- except where cover is provided by any motor insurance or is by law required to be covered under a motor insurance policy;
- ii) aircraft or other flying device; or
- iii) hovercraft, boat or other watercraft or vessel.
- l) Claims relating to **damage**:
- to property owned or held in trust by the Insured, other than any **employee's** personal property;
 - resulting from the condition or unsuitability of any berth, docking or mooring;
 - to part of any property the Insured or any **employee** is or has been working on, if the **damage** results from that work; or
 - caused by vibration, or by the removal or weakening of support to any land, building, structure or property (including liability arising from such **damage**) other than where specified as an extension to cover under this policy.
- m) Claims arising in connection with any contract work in any:
- power station or nuclear installation;
 - oil rig, oil-drilling platform, refinery or associated structures or vessels;
 - offshore installation, including accommodation or vessels travelling to, from or between them;

- aircraft, airport, airfield, airstrip, satellite, spacecraft, launch site, dock, pier, mooring or wharf;
 - tower, steeple, chimney, shaft, blast furnace, dam, canal, viaduct, bridge or tunnel; or
 - underground mine or colliery.
- n) **Damage** which is an inevitable result of repairing, treating, recovering, removing, recalling, reclaiming, withdrawing or replacing **products**.

| Section 3(b): Products' Liability

Cover under this section is operative only where shown in the policy schedule.

Cover

- a) The Company will indemnify the Insured in respect of all sums for which the Insured shall become legally liable to pay in respect of:
- i) accidental **bodily injury** to any person; or
 - ii) accidental loss of or **damage** to material property;
- caused during the **period of insurance** by **products** sold or supplied by the Insured from within the Republic of Ireland, Northern Ireland, Great Britain, the Channel Islands and the Isle of Man, and arising out of and in the course of the Insured's **business**.
- b) In respect of any one **event**:
- i) the total amount payable shall not exceed the limits shown in the schedule or any lesser limit shown in this section against a specific extension or exclusion; and
 - ii) where the Company is liable to indemnify more than one person, the total amount of indemnity shall not exceed the limits of indemnity shown in the schedule.
- c) The Company will indemnify the Insured in respect of all **costs and expenses** which arise or are incurred in connection with a claim for which indemnity is provided under this section. Such **costs and expenses** recoverable under this section will be paid in addition to the limit of indemnity shown in the schedule (subject to the exception contained in exclusion k).

Additional extension that applies to section 3(b): Products' Liability

Indemnity to others

The Company will indemnify against legal liability, as described in the 'Cover' heading in this section, the following:

- 1) Any **principal**.
- 2) In the event of death of the Insured, the legal personal representatives of the Insured.
- 3) At the request of the Insured:
 - a) the officers, committees and members of the canteen, social, sports, first aid, medical, security or welfare organisations in their respective capacities as such, which the Insured has provided for the benefit of **employees**;
 - b) any director, partner or **employee** of the Insured whilst engaged in the **business**; or
 - c) any director, senior executive (including committee members) of the Insured in respect of private work undertaken by **employees** for any of the said persons.Provided that:
 - i) the Insured would have been entitled to indemnity under this section had the **claim** been made against the Insured;
 - ii) the **principal** or other person is not entitled to indemnity under any other policy;
 - iii) the **principal** or other person shall, observe, fulfil and be subject to the terms, definitions, exclusions and conditions of this policy; and
 - iv) nothing in this extension will operate to increase the liability of the Company to pay any amount exceeding the limits of indemnity, regardless of the number of persons claiming to be indemnified.

Additional exclusions that apply to section 3(b): Products' Liability

The Company will not indemnify the Insured in respect of the following:

- a) **Bodily injury** to any **employee**.
- b) Fines, penalties, punitive damages or exemplary damages.
- c) The costs of:
 - repairing, replacing, reinstating, rectifying, recalling, removing or making good any **product** itself;
 - refunding the price paid for any **product**; or
 - remedying any defect or alleged defect in land, buildings, structures or other premises the Insured has sold.
- d) Claims relating to:
 - contracts not fulfilled properly or efficiently;
 - remedial, professional or other advice or treatment (other than medical first aid) that is given, administered or omitted on behalf of the Insured, and which a fee has or would normally be charged for; or
 - libel or slander, or infringement of plans, copyright, patents, trade names, trademarks, registered designs or any intellectual property right.
- e) Claims caused by any **product** or part thereof to fulfill the purpose for which it was intended.
- f) Liability relating to any contract or agreement assumed by the Insured which would

not have attached to the Insured in the absence of such contract or agreement.

- g) Claims which arise through, or are directly or indirectly contributed to by, exposure to magnetic, electric or electromagnetic fields, or radiation.
- h) Liability directly or indirectly caused by, arising from or involving asbestos, except for **bodily injury** or **damage** caused by anything containing asbestos, if the asbestos is not in itself a direct or indirect cause of the **bodily injury** or **damage**.
- i) Claims arising in connection with any **product** which is for use:
 - in any nuclear installation;
 - in any oil rig, oil-drilling platform, refinery or associated structures or vessels;
 - in any offshore installation, including accommodation or vessels travelling to, from or between them;
 - in any aircraft, airport, airfield, airstrip, satellite, spacecraft launch site, dock, pier, mooring or wharf;
 - as an active ingredient in any pharmaceutical product; or
 - as medical equipment or devices for inside the human body.
- j) Liability arising from any **product** which is to the Insured's knowledge exported directly or indirectly to the United States of America or Canada, unless specifically agreed by the Company in writing.
- k) Liability arising out of pollution or contamination of any building, structure, water, land or air, unless caused by a sudden, identifiable, accidental and unexpected incident which takes place at one moment in time during the **period of insurance**, in which case:
 - all pollution or contamination which arises out of one incident will be considered to have happened at the time the incident took place; and
 - the Company's liability for all damages and for **costs and expenses** will not exceed €2,600,000.
- l) Any action for damages commenced or brought against the Insured in the courts of any country outside of the European Union, or enforcement of any judgment against the Insured granted in a court of law outside of the European Union.
- m) **Damage** which is an inevitable result of repairing, treating, recovering, removing, recalling, reclaiming, withdrawing or replacing **products**.

Section 3(c): Employers' Liability

Cover under this section is operative only where shown in the policy schedule.

Cover

- a) The Company will indemnify the Insured in respect of all sums for which the Insured shall become legally liable to pay in respect of **bodily injury** to an **employee** caused during the **period of insurance** while employed in the Republic of Ireland or Northern

Ireland and arising out of and in the course of his employment by the Insured in the **business**.

- b) The Company will indemnify the Insured in respect of all **costs and expenses** which arise or are incurred in connection with a claim for which indemnity is provided under this section. Such **costs and expenses** recoverable under this section will be paid within the limit of indemnity shown in the schedule.
- c) In respect of any one **event**:
 - i) the total amount payable shall not exceed the limits shown in the schedule or any lesser limit shown in this section against a specific extension or exclusion; and
 - ii) where the Company is liable to indemnify more than one party, the total amount of indemnity shall not exceed the limits of indemnity shown in the schedule.

Additional extensions that apply to section 3(c): Employers' Liability

Indemnity to others

The Company will indemnify against legal liability as defined under the cover heading in this section the following:

- 1) Any **principal**;
- 2) In the event of death of the Insured, the legal personal representatives of the Insured;
- 3) At the request of the Insured:
 - a) the officers, committees and members of the canteen, social, sports, first aid, medical, security or welfare organisations in their respective capacities as such, which the Insured has provided for the benefit of **employees**;
 - b) any director, partner or **employee** of the Insured whilst engaged in the **business**; or
 - c) any director, senior executive (including committee members) of the Insured in respect of private work undertaken by **employees** for any of the said persons.

Provided that:

- i) the Insured would have been entitled to indemnity under this section had the claim been made against the Insured;
- ii) the **principal** or other person is not entitled to indemnity under any other policy;
- iii) the **principal** or other person shall observe, fulfil and be subject to the terms, definitions, exclusions and conditions of this policy; and
- iv) nothing in this extension will operate to increase the liability of the Company to pay any amount exceeding the limits of indemnity, regardless of the number of persons claiming to be indemnified.

Temporary work abroad

The Company will indemnify the Insured in respect of liability, as described in the 'Cover' heading in this section, arising:

- 1) within any member country of the European Union where an **employee**, partner or director of the Insured is temporarily carrying out work in the course of the **business**;
or
- 2) elsewhere in the world where an **employee**, partner or director is on a temporary visit for the purpose of carrying out non-manual work in the course of the **business**.

Provided that:

- i. such **employee**, partner or director is normally resident in the Republic of Ireland or Northern Ireland;
- ii. the action in respect of such **event** is brought against the Insured in a court of law in the Republic of Ireland;
- iii. such work does not exceed a period of 60 consecutive days, unless agreed in writing by the Company;
- iv. the Company will not indemnify the Insured in respect of any amount payable under Workmen's Compensation Social Security or Health Insurance legislation; and
- v. nothing in this extension will operate to increase the liability of the Company to pay any amount exceeding the limits of indemnity, regardless of the number of persons claiming to be indemnified.

Cross liability

If more than one party is named as the Insured in the schedule, the Company will treat each party as if the policy had been issued to each.

Nothing in this extension will operate to increase the liability of the Company to pay any amount exceeding the limits of indemnity, regardless of the number of persons claiming to be indemnified.

Additional exclusions that apply to section 3(c): Employers' Liability

The Company shall not indemnify the Insured against:

- a) any liability for **bodily injury** to an **employee** while they are working offshore, including while travelling between an offshore rig or platform and land;
- b) any liability for **bodily injury** covered under a motor insurance policy or for which the Insured is legally required to arrange motor insurance;
- c) liability relating to any contract or agreement assumed by the Insured which would not have attached to the Insured in the absence of such contract or agreement.

Section 4: Computer Equipment

Cover under this section is operative only where shown in the policy schedule.

Additional definitions that apply to section 4: Computer Equipment

Breakdown

The actual breaking, distortion, electrical, mechanical or electronic burnout or failure of any part of the **computer equipment** whilst in use, causing sudden stoppage of the functions thereof and necessitating repair or replacement before it can resume normal work.

Hacking/cracking

Unauthorised access to any **computer equipment** (or part of it), system, network or item which processes, stores or retrieves data, whether the property of the Insured or not.

Maintenance agreement

An agreement between the Insured and the manufacturers and/or suppliers of the **computer equipment**, and/or a competent independent maintenance contractor, for ongoing repairs and maintenance of the equipment, including the cost of parts and labour.

Malware

A program, code, programing 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 definition includes but is not limited to computer viruses such as Trojan horses, worms and logic bombs.

Cover

A Computer equipment

Damage or **breakdown** to **computer equipment** within the Republic of Ireland, Northern Ireland, Great Britain, the Channel Islands and the Isle of Man, but excluding:

- the excess shown in the schedule;
- laptops and similar portable computer devices, unless shown in the schedule;
- the cost of reinstating information and data on computer systems and reinstalling software; and
- extra costs and expenses of working (see cover B).

Basis of settlement

The Company will pay the following:

- i) If the property is lost or destroyed, for its replacement by similar property in a condition equal to, but not better or more extensive than, its condition when new. If, at the time of **damage**, all parts of the **computer equipment** are not obtainable

from the manufacturer or its agents at listed prices, the Company will pay for the replacement of property with similar property of modern manufacture obtainable at listed prices.

- ii) If the property is damaged, the cost of repairing and restoring the damaged portions to a condition substantially the same as, but not better or more extensive than, its condition when new.

If, at the time of **damage**, the necessary parts to repair the **damage** are not obtainable from the manufacturer or its agents at listed prices, the Company will pay for the cost of an equivalent repair to similar property of modern manufacture in respect of which all parts are obtainable at listed prices.

Provided that in all instances the replacement or repair or restoration work is completed without unreasonable delay.

Limitation of liability: underinsurance

In the event of loss, the liability of the Company in respect of property to which this provision applies will not exceed the sum insured shown in the schedule for each item.

If, at the time of **damage**, the sum insured for the relevant item is less than 85% of the insurable amount, the amount payable by the Company will be proportionately reduced.

For the purpose of this clause, insurable amount shall be the the cost which would have been incurred for replacement if the whole of the property had been lost. In the event of parts to the property being no longer available from its manufacturers or agents, the insurable amount shall be the cost of similar property of modern manufacture at the time of the **damage**.

B Increased costs of working and reinstatement of data

The reasonable increased costs of working, and the cost of replacing or reinstating information and data, and reinstalling software, when necessary to prevent or reduce interruption to or interference with the **business** over 12 months following **damage** or **breakdown** covered under this section. This cover includes the reasonable charges necessary to pay the Insured's professional accountants and auditors for producing any details or other information or evidence that may be required under the claims conditions, and certifying that the details provided are in line with the Insured's accounts or other business books or documents. This cover only applies if the claim arises from the following:

- i) The **computer equipment** being damaged or breaking down;
- ii) The public supply of electricity being interrupted or reduced at the terminal point of the supply undertaking's feed to the Insured's **premises**, as long as this is not caused by:
 - a deliberate act of the supply company, unless the supply company performed the action only for the purpose of protecting life or protecting a part of the supply system; or
 - a scheme of rationing the supply, unless this is necessary only as a result of physical **damage** to part of the supply company's system.

- iii) The electricity supply to an item of **computer equipment** failing as a result of sudden and unforeseen loss of or **damage** to the distribution equipment within the **premises** the **computer equipment** is in;
- iv) The failure of any telecommunications network used with the **computer equipment**, as long as the failure is not:
 - caused by the deliberate act of the telecommunications service provider, unless the service provider performed the action only for the purpose of protecting a part of its equipment;
 - due to industrial action by any of the telecommunications service provider's employees; or
 - caused by the Insured using machinery and equipment which is not properly installed and compatible with the network.
- v) Information, data or programs on the **computer equipment** accidentally or maliciously being deleted, distorted or corrupted resulting from an identifiable cause, but excluding the permanent or temporary loss of, or loss of use of, or lack of access to the information, data or programs as a direct result of:
 - faults that were present when this cover was taken out; or
 - programs or software being unsuitable.
- vi) **Damage** to any property at the **premises** containing such item (or in the immediate area) which prevents or hinders access to or the use of **computer equipment**.

Limitation of liability

1. The liability of the Company in respect of increased costs of working and reinstatement of data shall be the sums insured shown in the schedule against each item.
2. In the event of **breakdown** which is not covered under this section, the liability of the Company under this heading shall be limited to the costs of reinstating data, and replacing data-carrying media, incurred during the first 48 hours after the **breakdown** after the application of any excess.

Additional benefits that apply to section 4: Computer equipment

Automatic reinstatement after a loss

In the absence of written notice by the Insured or the Company to the contrary, within 30 days of the occurrence of any **damage**, the liability of the Company shall not be reduced by the amount of any claim and the Insured shall pay the appropriate additional premium for such automatic reinstatement of cover.

Capital additions – computer equipment

The cover provided by this section will extend to apply, at no extra premium, to **computer equipment** installed during the **period of insurance**, as long as:

- that **computer equipment** was in satisfactory working order when it was installed; and
- the total sum insured for **computer equipment** would not be increased by more than €32,000.

The benefit provided under this heading shall apply only until the renewal date following the commencement of the installation of such **computer equipment**.

Consulting engineers' fees

The insurance provided under cover A, computer equipment, extends to cover consultants' fees incurred with the consent of the Company, for investigating possible repairs (whether or not successful) and/or the replacement of an item of **computer equipment**. Such costs will be paid in addition to the indemnity under cover A.

Temporary repairs and expediting permanent repairs

The insurance provided under cover A, computer equipment, extends to cover the reasonable additional expenses, up to a limit of €32,500, incurred with the consent of the Company, for making a temporary repair or expediting a permanent repair to an item of **computer equipment**.

Removal of debris/protection from further damage

The insurance provided under cover A, computer equipment, extends to cover the reasonable additional expenses, up to a limit of €6,500, incurred with the consent of the Company, for :

- a) dismantling and/or demolishing and disposing of any part of an item of **computer equipment** which has sustained **damage** covered under this section; and
- b) protecting any part of an item of **computer equipment**, whether damaged or not, provided that this is necessitated by **damage** covered under this section.

Discharge of gas-flooding system

The insurance provided under cover A, computer equipment, extends to cover the cost, up to a limit of €13,000, of refilling or replacing any gas-flooding system installed to protect the **property** following the discharge of such system.

Additional rental charge

If, as a direct result of **damage** insured under this section, any lease or hire contract in force for the **computer equipment** at the time of the **damage** is cancelled and replaced by a new one with a higher rental charge, the insurance provided under this section will extend to cover the additional element of the rental charge incurred during the **period of insurance**, up to a limit of €13,000 in respect of any one incident.

Waiver of subrogation rights

The Company will waive any rights against any parent and/or subsidiary company of the Insured or authorised user of the **computer equipment** (except where used for purposes of maintenance or repair) provided that the Insured does not receive any form of compensation or otherwise from such company or user, and that such company or user observes, fulfils and is subject to the terms conditions and limitations of this policy.

Additional conditions that apply to section 4: Computer equipment

Maintenance and protection

It is a condition of the cover provided under this section in respect of **breakdown** of **computer equipment** that at all times while this policy is in force, the Insured must have a valid **maintenance agreement** for the **computer equipment** (except for any item still covered by a manufacturer's guarantee which provides similar protection).

Duplicate records

It is a condition of the cover provided under this section in respect of claims for increased costs of working and reinstatement of data that the Insured maintain a backup copy of all discs, tapes and other storage media, data, software, programs and records at a separate location, and that such backup copies are updated at least once a week.

Additional exclusions that apply to section 4: Computer Equipment

This section does not cover the following:

- a) Consequential loss or consequential **damage** of any kind or description.
- b) Any amount otherwise recoverable under a guarantee or maintenance agreement.
- c) Loss, **damage** or **breakdown** as a result of:
 - i) faulty design, material, maintenance or workmanship;
 - ii) any part of the **computer equipment** wearing away or wearing out through normal use;
 - iii) rust, corrosion, frost, mould, vermin, insects, gradual deterioration, a change in temperature, or atmospheric or weather conditions.
- d) Scratching of painted or polished surfaces.
- e) **Damage** caused by information disappearing or being misfiled or misplaced, or loss discovered during audit or whilst taking inventory.
- f) Loss of or **damage** to an insured item as a result of it undergoing any process of production, packing, treatment, testing, commissioning, servicing or repair.
- g) **Damage to computer equipment** or any costs incurred directly or indirectly as a result of or arising from **malware** or **hacking/cracking**.
- h) Increased costs of working directly or indirectly caused by temporary interference with transmissions to and from satellites due to atmospheric, weather or solar conditions.
- i) Increased costs of working directly or indirectly caused by the failure of any satellite occurring prior to it attaining its full operating function, or whilst in or beyond the final year of its design life.

Section 5: All Risks Business Equipment

Cover under this section is operative only where shown in the policy schedule.

Cover

In respect of **damage** of the insured **property** shown in the schedule under this section, the Company will indemnify the Insured in respect of the amount of loss as shown under 'Basis of settlement' below, as long as the **damage** occurred in Republic of Ireland, Northern Ireland, Great Britain, the Channel Islands or the Isle of Man (including air and sea transits between such territories).

Basis of settlement

The Company will pay the following:

1. If the property is lost or destroyed, its replacement by the Company with similar property or the cost of such replacement at the option of the Company.
2. If:
 - the property is damaged, the Company will pay the cost of repairing or restoring the damaged portions to a condition substantially the same as, but not better or more extensive than, its condition when new;
 - only part of the property is damaged, the liability of the Company will not exceed the amount which the Company would have been liable to pay had the property been wholly destroyed.

In all instances, the liability of the Company will be limited to the value of the property at the time of its loss or destruction, or the amount of the **damage**, if:

- the repair or restoration is not carried out as quickly as is reasonably practicable; and
- at the time of its **damage** the property is covered by any other insurance effected by or on behalf of the Insured, and such other insurance is not on the identical basis of reinstatement.

Limitation of liability: underinsurance

If, at the time of the **damage** the sum insured for any item of property is less than 85% of the cost of replacement, the amount otherwise payable by the Company will be proportionately reduced.

The liability of the Company in any one **period of insurance** will not exceed in whole the total sum insured, or in respect of any one item, its sum insured or any other stated limit of liability.

Additional exclusions that apply to section 5: Specified All Risks

This section does not cover the following:

1. **Damage** caused by:
 - wear, tear, deterioration, moths, insects, vermin, rust or any other gradually operating cause;

- any process of cleaning, dyeing, repairing or restoring;
 - overwinding or mechanical or electric breakdown or failure, or breakage of glass or articles of a brittle nature;
 - use contrary to manufacturer's instructions.
2. Loss due to theft from an unattended vehicle, unless the item is kept in a locked boot, concealed luggage compartment or glove compartment.

Section 6: Personal Accident

Cover under this section is operative only where shown in the policy schedule.

Cover

If an insured person named in the schedule is injured or killed as a direct result of accidental, visible and external means which happens:

- within the Island of Ireland; or
- elsewhere in the rest of the world for the purpose of travel;

the Company will pay the Insured (or the Insured's legal representatives) the benefit shown in the schedule against such insured person.

Basis of settlement

This section provides two types of benefit

- a) capital benefit; and
- b) weekly benefit;

for any of the following happening within 12 months of, and as a direct result of, an accident.

a) Capital benefit

Capital benefit is paid for the following (referred to as outcomes).

- Death;
- Total loss (rather than loss of use) of a hand, or hands, at or above the wrist;
- Total loss (rather than loss of use) of a foot, or feet, at or above the ankle;
- Total and permanent blindness in one or both eyes;
- Permanent disability that prevents the insured person from doing any kind of paid work.

If the Company pays capital benefit for the accidental death of a person who is later found to be living, the person who received the benefit must repay it to the Company.

b) Weekly benefit

Weekly benefit is paid for up to 104 weeks from the date of an injury resulting in:

- temporary total disability that prevents the insured person from doing his/her usual work; or
- temporary partial disability that prevents the insured person from doing his/her usual work.

For temporary disability that prevents an insured person from doing their usual work, the Company will also pay the insured person's medical expenses relating

to the accident. The most the Company will pay for medical expenses is 15% of the amount of the claim, unless the schedule states otherwise.

Additional conditions that apply to section 6: Personal Accident

- a) The Company will not pay benefit for more than one outcome arising from the same injury, except where a claim for capital benefit is made after a claim for weekly benefit. In this case, the Company will take the total weekly benefit paid off the capital benefit due.
- b) The liability of the Company under this section in connection with all accidents happening during the **period of insurance** is the capital benefit's sum insured for the relevant insured person.
- c) Once the Company has paid capital benefit for an insured person, that person's cover under this section will end.
- d) The Company will only pay weekly benefit if the injury needs to be treated by a duly registered medical doctor, and for the period covered by a statement of fitness to work by such doctor.
- e) The Company will not pay any weekly benefit until the end of the period where the total amount payable under the benefit can be ascertained, or the end of the 104th week after the injury, whichever comes first.
- f) The Company will not pay any capital benefit in respect of permanent total disablement until the end of the 104th week after the injury.
- g) The Company will not pay any weekly benefit for the first week of temporary disability.

Additional exclusions that apply to section 6: Personal Accident

This section does not cover death or injury arising or resulting from the following:

- a) The insured person taking part in military service operations or being at sea as an officer or member of the crew of a merchant vessel.
- b) Intentional self-injury, disease or natural causes, suicide or attempted suicide, fighting (except in self-defence) or deliberate exposure to danger (except in an attempt to save human life).
- c) Any accident happening when the insured person is:
 - mentally ill;
 - under the influence of alcohol or a drug (other than a drug prescribed by a doctor or dentist for something other than drug addiction); or
 - 70 years of age or older.
- d) Any accident happening while the insured person is involved in building, flying or working on aircraft, getting into or out of any aircraft (except when a passenger in a standard-type aircraft operated by a recognised airline, or a fully licensed standard-type aircraft operated by a recognised air charter company) or while taking part in any speed or duration tests or races of any kind.
- e) Medical or surgical treatment (except where necessary because of an injury caused by an accident insured under this section).
- f) Injury or death related to pregnancy or giving birth.

- g) The insured person playing football (of any kind), playing hurling, hunting, motorcycling (whether as a driver or passenger), mountaineering, winter sports, water sports, polo, racing of any kind (other than on foot), unless agreed otherwise in writing by the Company.
- h) Using a circular saw, unless the Company has agreed otherwise in writing.
- i) The insured person performing a job other than that shown in the schedule, unless the Company has agreed otherwise in writing.

Section 7: Commercial Legal Expenses

Cover under this section is operative only where shown in the policy schedule.

Welcome to Commercial Legal Protection. This section of the policy is provided by ARAG Legal Protection Limited who is authorised under a coverholder agreement to administer this insurance on behalf of the Insurer, ARAG Insurance Company Limited.

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

ARAG Legal Protection Limited is a coverholder of the Insurer ARAG Insurance Company Limited, a Branch of ARAG Allgemeine Versicherungs-AG. ARAG Insurance Company Limited is authorised and regulated by the Federal Financial Supervisory Authority, BaFin (firm reference number VU5455), the regulatory authority in Germany, and is regulated by the Central Bank of Ireland for Conduct of Business rules.

As part of the cover provided under this section various Helpline services are provided which are detailed at the end of this section.

No liability is accepted under this section in respect of any expense accrued prior to the notification and acceptance of a claim by the company.

To notify a claim under this section please phone 01 670 7470 or write to ARAG Legal Protection Limited, Europa House, Harcourt Centre, Harcourt Street, Dublin 2. ARAG operate a specialised claims centre to deal with claims but sometimes also use appointed lawyers.

Additional definitions that apply to:

- Section 7(a) Employment Disputes**
- Section 7(b) Legal Defence**
- Section 7(c) Statutory Licence Protection**
- Section 7(d) Property Protection**
- Section 7(e) Bodily Injury**
- Section 7(f) Tax Protection**

The underwriter

For the purposes of the insurance provided under Section 7, **the underwriter** shall mean FBD Insurance plc or ARAG Legal Protection Limited.

The insured person

The Insured and the directors, partners, managers, employees and any other individuals declared to **the underwriter** by the Insured.

Representative

The lawyer, accountant or other suitably qualified person, who has been appointed to act for an **insured person** in accordance with the terms of this section of the policy.

Date of occurrence

- (1) For civil cases (other than under section 7(f) Tax Protection) the **date of occurrence** is when the cause of action first occurred.
- (2) For criminal cases, the **date of occurrence** is when the **insured person** commenced or is alleged to have commenced to violate the criminal law in question.
- (3) For licence or registration appeals, the **date of occurrence** is when the Insured first became aware of the proposal by the relevant licensing or regulatory authority to suspend, alter the terms of, refuse to renew or cancel the Insured's licence.
- (4) For Tax Protection, the **date of occurrence** is when the relevant authority sends an assessment or written decision to the Insured following an audit.

Costs and expenses

- **Legal costs**

All reasonable and necessary costs chargeable by the **representative** on a party/ party basis. Also the costs incurred by opponents in civil cases if an **insured person** has been ordered to pay them, or pays them with the companies agreement.

- **Accountants costs**

A reasonable amount in respect of all costs reasonably incurred by the **representative** in accordance with **the underwriter** claim handling instructions.

- **Attendance expenses**

The **insured person's** salary or wages for the time that the **insured person** is off work to attend any arbitration, court or tribunal hearing at the request of the **representative** or while attending jury service. **The underwriter** will pay for each half or whole day that the court, tribunal or the **insured person's** employer will not pay for.

The amount **the underwriter** will pay is based on the following:

- the time the **insured person** is off work including the time it takes to travel to and from the hearing. This will be calculated to the nearest half day assuming that a whole day is eight hours;
- if the **insured person** works full time, the salary or wages for each whole day equals 1/250th of the insured person's yearly salary or wages;
- if the **insured person** works part-time, the salary or wages will be a proportion of the **insured person's** weekly salary of wages.

Territorial limit

For section 7(b) Legal Defence and section 7(e) bodily injury:

The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia

Herzegovina, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.

For all other sections:

The Republic of Ireland.

Additional conditions that apply to:

Section 7(a) Employment Disputes

Section 7(b) Legal Defence

Section 7(c) Statutory Licence Protection

Section 7(d) Property Protection

Section 7(e) Bodily Injury

Section 7(f) Tax Protection

The underwriter agrees to provide the insurance described in this section in accordance with the operative covers shown under the section including all subsections unless otherwise shown in the schedule provided that:

- (a) the **date of occurrence** of the insured incident happens during the period of insurance and within the **territorial limit**; and
- (b) the claim is reported to **the underwriter** as soon as the Insured becomes aware of it; and
- (c) any legal proceedings will be dealt with by a court, or other body which **the underwriter** agrees to, in the **territorial limit**; and
- (d) in civil claims it is always more likely than not that an Insured will recover damages (or obtain any other legal remedy which **the underwriter** has agreed to) or make a successful defence.
- (e) The most **the underwriter** will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is shown as the limit of indemnity in the schedule.

Please refer to the details of cover under each section and the for details of further additional conditions which apply and to policy general exclusions for details of conditions that apply to the whole policy.

Additional claims conditions that apply to:

Section 7(a) Employment Disputes

Section 7(b) Legal Defence

Section 7(c) Statutory Licence Protection

Section 7(d) Property Protection

Section 7(e) Bodily Injury

Section 7(f) Tax Protection

- 1 (a) **The underwriter** can take over and conduct in the name of an **insured person**, any claim or legal proceedings at any time.
The underwriter can negotiate any claim on behalf of an **insured person**.
- (b) The **insured person** is free to choose an appointed **representative** (by sending **the underwriter** a suitably qualified person's name and address) if:
 - (i) **The underwriter** agrees to start legal proceedings and it becomes necessary for a lawyer to represent the **insured person's** interests in those proceedings; or

- (ii) there is a conflict of interest.
 - (c) Before an **insured person** chooses a lawyer or an accountant, **the underwriter** can select an appointed **representative**.
 - (d) An appointed **representative** will be appointed by **the underwriter** and represent an **insured person** in accordance with **the underwriter's** standard terms of appointment. The appointed **representative** must co-operate fully with **the underwriter** at all times.
 - (e) **The underwriter** will have direct contact with the appointed **representative**.
 - (f) An **insured person** must co-operate fully with **the underwriter** and with the appointed **representative** and must keep **the underwriter** up-to-date with the progress of the claim.
 - (g) An **insured person** must give the appointed **representative** any instructions that **the underwriter** requires.
- 2 (a) An **insured person** must tell **the underwriter** if anyone offers to settle a claim and must not agree to any settlement without **the underwriter's** written consent.
 - (b) If an **insured person** does not accept a reasonable offer to settle a claim, **the underwriter** may refuse to pay further **costs and expenses**.
 - (c) **The underwriter** may decide to pay the **insured person** the amount of damages that the **insured person** is claiming or being claimed against them instead of starting or continuing legal proceedings.
 - 3 (a) If **the underwriter** asks, an **insured person** must tell the appointed **representative** to have **costs and expenses** taxed, assessed or audited.
 - (b) An **insured person** must take every step to recover **costs and expenses** that **the underwriter** has to pay and must pay **the underwriter** any **costs and expenses** that are recovered.
 - 4 If an appointed **representative** refuses to continue acting for an **insured person** for good reason or if an **insured person** dismisses an appointed **representative** without good reason, the cover **the underwriter** provides will end at once, unless **the underwriter** agrees to appoint another appointed **representative**.
 - 5 If an **insured person** settles a claim or withdraws their **claim** without **the underwriter's** agreement, or does not give suitable instructions to an appointed **representative**, the cover **the underwriter** provides will end at once and **the underwriter** will be entitled to re-claim any **costs and expenses** paid by **the underwriter**.
 - 6 **The underwriter** may at **the underwriter's** discretion require the Insured to obtain an opinion from counsel at the Insured's expense as to the merits of a claim or proceedings. If counsel's opinion indicates that there are reasonable grounds for the pursuit or defence of a claim or proceedings, the cost of obtaining the opinion will be paid by **the underwriter**.

Additional exclusions that apply to:

Section 7(a) Employment Disputes

Section 7(b) Legal Defence

Section 7(c) Statutory Licence Protection

Section 7(d) Property Protection

Section 7(e) Bodily Injury

Section 7(f) Tax Protection

The underwriter will not provide cover in respect of any claim relating to the following:

- 1 **Costs and expenses** incurred before the written acceptance of a claim by **the underwriter**.
- 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 incident employment financial compensation awards under Section 7(a) Employment Disputes.
- 3 Any claim relating to patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy and confidentiality agreements.
- 4 Any claim relating to franchise rights, or agency rights where the Insured has the legal capacity to alter the legal relations of another.
- 5 Any insured incident deliberately or intentionally caused by an **insured person**.
- 6 A dispute with **the underwriter** not dealt with through the arbitration process as described under the claims conditions.
- 7 Any claim relating to a shareholding or partnership share in the Insured 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 or partners of the Insured.
- 8 Judicial Review.
- 9 Legal action an **insured person** takes which **the underwriter** or the appointed **representative** have not agreed to or where the **insured person** does anything that hinders **the underwriter** or the appointed **representative**.

Please refer to the details of cover under sections 7(a) to 7(f) for details of further additional conditions which apply and refer also to policy general exclusions for details of exclusions which apply to the whole policy. Further conditions and exclusions are specified with the details of cover under sections 7(a) to 7(f) and under the general conditions and general exclusions of this policy.

Section 7(a) Employment Disputes

Cover under this section is operative only where shown in the policy schedule.

Cover:

Employment disputes

The underwriter will defend the Insured's legal rights:

- 1) prior to the issue of legal proceedings before a Rights Commissioner, court or tribunal following the dismissal of an employee; or
- 2) in legal proceeding in respect of any dispute with

- a) 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 policyholder;
- b) an employee, prospective employee or ex-employee arising from an alleged breach of their statutory rights under employment legislation.

If a **representative** is used, **the underwriter** will pay the **costs and expenses** incurred for this.

Additional extension to Section 7(a) Employment Disputes & Financial Compensation Awards

Appeals

The underwriter will provide cover for the Insured in conducting or defending an appeal as long as the Insured informs **the underwriter** within the time limits allowed that they want **the underwriter** to appeal. Before **the underwriter** pays any **costs and expenses** for appeals, **the underwriter** must agree that it is always more likely than not that the appeal will be successful.

Employment financial compensation awards

The underwriter will pay any financial compensatory award otherwise payable by the Insured in respect of a claim **the underwriter** has accepted under section 7(a) Employment Disputes.

Additional conditions to Section 7(a) Employment Disputes

The insurance referred to above shall be subject to the following additional conditions:

- 1) Throughout any contract of employment dispute the Insured must seek and follow advice from **the underwriter's** legal advice service.
- 2) For compensation following the Insured's breach of statutory duty under employment legislation the Insured must at all times seek and follow advice from **the underwriter's** legal advice service since the date when the Insured 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, the Insured must seek and follow advice from **the underwriter's** claim department prior to serving notice of redundancy.
- 4) The compensation is awarded by a Rights Commissioner or tribunal 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 **the underwriter**.
- 5) The total compensation payable by **the underwriter** shall not exceed €1,500,000 in any one period of insurance.

Additional exclusions that apply to Section 7(a) Employment Disputes

The underwriter will not provide cover in respect of any claim relating to the following:

- 1) Any claim in respect of damages for personal injury, including stress, bullying and harassment claims, or loss of or damage to property.
- 2) Employee internal disciplinary or grievance procedures.
- 3) Any claim arising from or relating to any transfer of business which falls within the scope of the European Communities (Safeguarding of Employees' Rights on Transfer of Undertakings) Regulations 1980 and 2000, European Communities (Protection of Employees on Transfer of Undertakings) Regulations 2003 and any amending legislation.
- 4) Any financial compensation relating to the following:
 - trade union activities, trade union membership or non-membership;
 - pregnancy or maternity rights;
 - statutory rights in relation to trustees of occupational pension schemes;
 - statutory rights in relation to Sunday shop and betting work.
- 5) Non-payment of money due under the relevant contract of employment or statutory provision thereto.
- 6) Any award ordered as a result of a breach of statutory rights in relation to the provision of relevant records to employees under the National Minimum Wage Act 2000 or any amending legislation.
- 7) Any financial compensation award or increase in financial compensation award ordered by the tribunal for failure to comply with a recommendation it has made, including non-compliance with a reinstatement or re-engagement order.

| Section 7(b) Legal Defence

Cover under this section is operative only where shown in the policy schedule.

Cover:

At the Insured's request:

- (1) **The underwriter** will defend the **insured person's** legal rights:
 - (a) prior to the issue of legal proceedings when dealing with the
 - Gardai, or
 - Health and Safety Authority and/or regional health boards where it is alleged that the **insured person** has or may have committed a criminal offence; or
 - (b) following an event which leads to the **insured person** being prosecuted in a court of criminal jurisdiction.
- (2) **The underwriter** will defend the Insured's legal rights following 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**.
- (3) **The underwriter** will defend the **insured person's** (other than the Insured's) legal rights if civil action is taken against them as a trustee of a pension fund set up for the benefit of the Insured's employees.
- (4) **The underwriter** will represent the **insured person** in appealing against the imposition or terms of any statutory notice issued in the Republic of Ireland under legislation affecting the Insured's business.

- (5) **The underwriter** will represent the Insured in appealing against the refusal of the Data Commissioner to register the Insured's application for registration.
- (6) **The underwriter** will pay attendance expenses of an **insured person** for jury service.

Additional extension to Section 7(b) Legal Defence

Equal Status Act 2000-2015 Protection

- (1) **The underwriter** will advise the **insured person** of their legal rights by telephone and assist them with correspondence, when communicating with the Workplace Relations Commission, following a complaint against the **insured person** under the Equal Status Act 2000-2015.
- (2) **The underwriter** will defend the **insured person** at a Workplace Relations Commissions hearing under the Equal Status Act 2000-2015.

Provided that:

- (a) The **insured person** has at all times sought and followed advice from the Company's legal advice service from the date since which the **insured person** should have known that a complaint had been made against them under the Equal Status Act 2000-2015.
- (b) Notifies **the underwriter** in writing as soon as they receive notice to attend a Workplace Relations Commission hearing.

Appeals

The underwriter will provide cover for the Insured in conducting or defending an appeal as long as the Insured informs **the underwriter** within the time limits allowed that they want **the underwriter** to appeal. Before **the underwriter** pays any **costs and expenses** for appeals, **the underwriter** must agree that it is always more likely than not that the appeal will be successful.

Additional exclusions that apply to Section 7(b) Legal Defence

The underwriter will not provide cover in respect of any claim relating to the following:

- (1) An **insured person** driving without valid motor insurance.
- (2) Any claims arising from parking or obstruction offences.
- (3) Any motor related prosecution where the Insured owns or has use of more than 6 motor vehicles used for business purposes.

| Section 7(c) Statutory Licence Protection

Cover under this section is operative only where shown in the policy schedule.

Cover

The underwriter will represent the Insured in appealing to the relevant statutory or regulatory authority, court, or tribunal following an event which results in a licensing or regulatory authority suspending, or altering the terms of, or refusing to renew, or cancelling the Insured's licence.

Additional exclusions that apply to Section 7(c) Statutory Licence Protection

The underwriter will not provide cover in respect of any claim relating to the following

- (1) An original application or application for renewal of a statutory licence.
- (2) Any licence appeal relating to the ownership, driving or use of a motor vehicle.

| Section 7(d) Property Protection

Cover under this section is operative only where shown in the policy schedule.

Cover:

The underwriter will negotiate for the Insured's legal rights in any civil action relating to material property which is owned by, or the responsibility of the Insured, following:

- (1) any event which causes physical damage to such material property; or
- (2) any nuisance or trespass.

Additional exclusions that apply to Section 7(d) Property Protection

The underwriter will not provide cover in respect of any claim relating to the following:

- (1) a contract entered into by the Insured;
- (2) goods in transit or goods lent or hired out;
- (3) 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;
- (4) mining subsidence;
- (5) defending the Insured's legal rights other than in defending a counter-claim;
- (6) a motor vehicle owned or used by, or hired or leased to an **insured person**, other than damage to motor vehicles where the Insured is engaged in the business of selling motor vehicles.

| Section 7(e) Bodily Injury

Cover under this section is operative only where shown in the policy schedule.

Cover:

At the policyholder's request, **the underwriter** will negotiate for an **insured person's** and their family members' legal rights following an event which causes the death of, or bodily injury to them.

This includes assisting the **insured person** (and family member if applicable) throughout claims and legal advice service to register their claim with the Injuriesboard.ie (IB) including the payment of the application fee required by the InjuriesBoard.ie (IB).

Additional exclusions that apply to Section 7(e) bodily injury

The underwriter will not provide cover in respect of any claim relating to the following:

- (1) Any claim relating to the following:
 - (a) any illness or bodily injury which develops gradually or is not caused by a specific or sudden accident; or
 - (b) defending an **insured person's** or their family members legal rights other than in defending a counter-claim; or
 - (c) a motor vehicle owned by or used by, or hired or leased to an **insured person** or their family members.
- (2) The cost of obtaining a medical report when registering a claim with the Injuries Board.

| Section 7(f) Tax Protection

Cover under this section is operative only where shown in the policy schedule.

Cover:

In respect of revenue audits

The underwriter will negotiate on behalf of the Insured and represent the Insured in any subsequent appeal proceedings in respect of an audit carried out by the Revenue Commissioners into the Insured's business accounts.

In respect of employer's compliance

The underwriter will represent the Insured in any appeal proceedings in respect of a dispute concerning their compliance with Pay As You Earn or Social Insurance Contribution Regulations following an audit by the Revenue Commissioners or The Department of Social Community and Family Affairs.

In respect of VAT disputes

The underwriter will represent the Insured in any appeal proceedings following an audit carried out by the Revenue Commissioners in respect of Value Added Tax due.

Additional conditions that apply to Section 7(f) Tax Protection

The insurance referred to above shall be subject to the following additional conditions:

- (a) For all insured incidents, the Insured must take reasonable care to ensure that all returns are complete and correct and that such returns are submitted within the statutory time limits allowed.
- (b) The Insured and the **representative** must comply with **the underwriter's** claims handling instructions throughout the course of the claim.
 - **The underwriter** claim handling instructions for the Insured are provided in a separate document called 'How we deal with tax protection claims under your Commercial Legal Protection Policy (A step by step guide to your claim).
 - The claims handling instructions for the **representative** are in a document called 'Procedure for Appointed Representative when dealing with Tax Protection Claims'. These documents are available on request.

Additional exclusions that apply to Section 7(f) Tax Protection

The underwriter will not provide cover in respect of any claim relating to the following:

- (1) Any insured incident arising from a tax avoidance scheme.
- (2) Any insured incident caused by the failure of the Insured to register for Value Added Tax.
- (3) Any insured incident undertaken by the Revenue Commissioners into alleged dishonesty or alleged criminal activities of the Insured.

Helpline Services Provided with Section 7

The underwriter provides these services 24 hours a day, seven days a week during the period of insurance. To help check and improve service standards all calls are recorded. Please do not use the helpline services number to report a general insurance claim.

Commercial legal advice

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

To contact the above services, phone **the underwriter** on 0818 227 047 quoting your policy number.

Business assistance

In the event of an unforeseen emergency affecting the Insured's business premises which causes damage or potential danger, **the underwriter** will contact a suitable repairer or contractor and arrange assistance on behalf of the Insured. All costs of assistance provided are the responsibility of the Insured.

To contact the above services, phone **the underwriter** on 0818 227 047 quoting your policy number.

Health and medical information service

The underwriter 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.

To contact the above service phone **the underwriter** on 1890 254 164.

Counselling

The underwriter will provide all employees (including any members of their immediate family who permanently live with them) with a confidential counselling service over the phone including, where appropriate, onward referral to relevant voluntary and/or professional services.

To contact the counselling helpline, phone **the underwriter** on 1850 670 407.

These calls are not recorded.

The underwriter will not accept responsibility if the Helpline Services fail for reasons the underwriter cannot control.

Employment Manual

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

To view it please visit the website at www.arag.ie.

From the home page click on the Employment Manual icon.

User name for Employment Manual: **7129447**

Password for Employment Manual: **cer4S6uw** (it must be used in this format)

Risk Management Conditions

Risk management conditions aim to reduce the risk of or extent of a loss.

The risk management conditions described hereunder are applicable where shown in the schedule.

Portable heating

It is a condition of cover under this policy that there will be no use or storage on the **premises** of paraffin or portable electric or gas heaters, or their fuel containers, unless specifically agreed by the Company prior to such use or storage.

Recharging battery-powered vehicles

It is a condition of cover under this policy that where fork lift trucks or other battery-powered vehicles are recharged inside the **buildings**:

- a) combustible materials are kept a minimum of three metres clear of the recharging area;
- b) no recharging of vehicles is carried out whilst the **premises** are left unattended.

Intruder and fire alarm

Where it is declared to the Company at policy inception that all or any part of the **insured property** is protected by an intruder and/or fire alarm, or where specified as required by the Company under the terms of this policy, it is a condition of cover under this policy that the Insured will:

- a) ensure the alarm system is installed in accordance with the manufacturer's specification;
- b) ensure that the intruder and/or fire alarm is in full and efficient working order at all times and regularly serviced under a manufacturer's maintenance or similar servicing contract;
- c) not effect any alteration to the system (including the system maintenance or monitoring arrangements) or any structural alteration to the **premises** which would affect the system without the prior written consent of the Company;
- d) ensure that the intruder alarm is tested and fully set whenever the alarmed portion of the **premises** is closed for business or not attended by the Insured or any competent adult authorised by the Insured as being responsible for the security of the **premises**;
- e) ensure that the fire alarm is tested at least weekly and continually set in active mode;
- f) notify the Company immediately of any disconnection or failure of the system, or any downgrading of response by any policing authority or fire brigade to the system which is likely to leave any area unprotected;
- g) ensure available keyholders are notified to all appropriate services; and
- h) ensure that any defect noticed in the system is notified to the Company and remedied as a matter of priority.

Cover provided by this policy will not be invalidated by any defect in the said systems due to circumstances beyond the control of the Insured and arising after the systems have been properly set.

Electrical preventive maintenance

Where it is declared to the Company at policy inception or renewal that the electrical installation pertaining to the **insured property** is subject to an ongoing risk assessment and preventative maintenance programme for which the Company has given a discount in premium, or where such a programme is specified as required by the Company under the terms of this policy, the following apply:

- a) Testing and certification of electrical installations, in accordance with the current Electro Technical Council of Ireland (ETCI) "National Rules for Electrical Installations", must be carried out by a competent electrician accredited to either of the professional bodies ECSSA/RECI at regular intervals deemed appropriate by the electrical engineer (but never less than three years between re-certification);
- b) Thermo graphic surveys covering electrical units such as transformers, main switches, high-voltage cable runs, main distribution panels and switches, key motors, pumps, control panels and bearings of running equipment and any portable electrical appliances must be carried out. Such surveys should be carried out at intervals

- deemed appropriate by the competent electrical engineer (generally every 6 months but never more than 12 month intervals);
- c) Any electrical equipment which is damaged or showing signs of overheating or stress must be taken out of service and promptly repaired or replaced;
 - d) The risk assessment and preventative maintenance programme must be documented and be available for inspection by a representative of the Company on request.

Hot work permit

It is a condition of cover under this policy that before the use of a naked flame or other heat source, or oxyacetylene electric arc or similar welding, cutting, grinding or spark-emitting equipment is used by any person (whether a third-party contractor, an employee or other person) at the **premises**, the Insured must ensure that:

- a) a hot work permit is completed jointly by the person responsible for carrying out the work and the Insured's safety officer (or nominated person); and
- b) the precautions and systems of work shown in the designated hot work permit are complied with.

Deep frying equipment

It is a condition of cover under this policy that the Insured maintain a documented cleaning regime which records daily, weekly and monthly cleaning routines for fryers, other cooking equipment, extraction equipment (including canopy filters) and accessible ductwork, traps and grease-removal devices.

Deep frying equipment must be serviced and deep cleaned at least once every 6 months, by the installer or other suitably qualified person recommended by the installer.

The service and deep clean must involve:

- testing the temperature controls and thermostatic cut-offs;
- checking ducts, burners, fuel and power connections and controls;
- cleaning surfaces inside the extraction ducts and fans.

All frying equipment, extraction equipment and ducts must be securely fixed and must not touch combustible materials such as composite panels (insulated wall or roof panels constructed of metal sheeting material bonded to an insulation core) or timber floors.

Paint spraying

It is a condition of cover under this policy that all spraying of paints or varnishes with a flash point below 32 degrees centigrade will be carried out in an area enclosed by non-combustible materials and provided with mechanical extraction to the open air, and:

- a) any electrical installation within this area, including that for lighting and extraction, will be of spark-proof construction;
- b) any heating within this area will be of the black-heat type and with fully enclosed elements;

- c) only one day's supply of flammables will be kept in the spraying area or in the open adjacent thereto; and
- d) all other flammables being stored will be kept in a designated enclosed steel bin or, if the stocks of same are substantial, they will be kept in a store with high and low level vents to the open air or forced flameproof extractor at floor level.

Storage of combustible materials in the open

It is a condition of cover under this policy that:

- a) no combustible materials are externally stored within 10 metres of the **buildings** outside business hours; and
- b) any trade waste consisting of paper, plastics, cardboard or other easily ignitable materials must be stored in locked steel bins or containers kept at least 10 metres from the **buildings**.

Oily rags

It is a condition of cover under this policy that all oily/greasy cleaning cloths and wipes, and cloths and wipes used with solvents or any other flammable liquid, and which remain on the **buildings** overnight, be kept in metal containers with hinged metal lids.

Composite panels

It is a condition of cover under this policy that in respect of any building containing or constructed with composite panels (a panel constructed of metal sheeting material bonded to an insulation core which is commonly highly combustible) that:

- a) there must be suitable fire extinguishers in all cooking areas;
- b) any ducting, conduits, wiring and hot flues passing through composite panels must be adequately protected within fire-resistant sleeves and inspected at least once a week to check for **damage**;
- c) any defects found must be rectified immediately, or the defective panel replaced by a panel with a non-combustible core within 7 days;
- d) repairs to composite panels must not involve using welding, grinding or cutting equipment or other obvious sources of sparks or heat;
- e) all heat sources such as cooking or refrigeration equipment must be kept at least two metres from any composite panels or the panelling must have a non-combustible core;
- f) any work which involves applying heat must only be carried out in line with an issued hot work permit;
- g) if the work is carried out by a contractor, the Insured shall ensure that the contractor has adequate public liability insurance and shall confirm same through sight of certificate of insurance.

Minimum physical security standard

It is a condition of cover under this policy that the Insured shall have implemented the following security measures within eight weeks of activation of this risk management condition, and will put them into actual operation when the **premises** are left unattended.

1. Doors

In respect of all external doors (including wicket gates) and internal doors leading to other premises or parts of the **premises** not occupied by the Insured.

Timber and steel doors

To be secured by either:

- i) a mortise deadlock conforming to BS 3621 together with a compatible boxed striking plate; or
- ii) a close-shackle padlock with minimum shackle thickness of 10mm together with the manufacturer's corresponding locking bar; or
- iii) in respect of doors other than final exit doors, two key-operated security bolts for doors, one fitted approximately 300mm from the top of the door and the other approximately 300mm from the bottom.

In addition to the appropriate locks and bolts detailed above, each outward opening door is to be fitted with security bolts at the top and bottom.

Aluminium and UPVC doors

To be secured by a cylinder operated mortise deadlock or deadlocking multi-point locking system.

Roller shutter doors

To be secured by either:

- i) two cylinder operated shutter locks with one lock fitted at each end of the shutter; or
- ii) a close shackle padlock with minimum shackle thickness of 10mm together with the manufacturer's corresponding locking bar.

Horizontal sliding or folding doors

To be secured by either:

- i) a hook bolt mortise deadlock; or
- ii) a close shackle padlock with minimum shackle thickness of 10mm together with the manufacturer's corresponding locking bar.

Double leaf doors

The final closing leaf to be secured by the appropriate locks as detailed above. The first closing leaf to be secured by flush bolts or key operated security bolts at the top and bottom throwing into the framework and sill.

Doors at designated fire exits

(The above requirements do not apply to any door officially designated as a fire exit.)
To be secured by a panic bar with a mechanism to engage a vertical bolt securely at the top and bottom of the door, and by security bolts at the top and bottom of the door.

2. Windows

Each ground floor and basement opening window or skylight, and other windows or skylights accessible from decks, roofs, balconies, canopies, fire escapes or downpipes, is to be secured by a key operated lock fitted independently of the existing fastener, unless the lock forms part of the original fastener design.

This requirement does not apply to any window or skylight which is either protected by solid steel bars, grilles, lockable gates, expanded metal or weld-mesh, or officially designated as a fire exit within the building's fire certificate or by the fire authority.

3. Keys

All keys, including those relating to safes or strong rooms, and notes of combination-lock numbers to safes or strong rooms, must be removed from the **premises** at night and at all other times when the **premises** are unattended and closed.

