

# YOUR BUSINESS COMPLETE INSURANCE POLICY BOOKLET

SUPPORT.

IT'S WHAT WE DO.



**FBD**  
INSURANCE

# Helpful notes and contact details

- Your policy is underwritten by FBD Insurance plc. Throughout this policy booklet, FBD Insurance plc is referred to as 'we', 'us' and 'our'.
- You should read this policy booklet together with your schedule. Your schedule will record your insurance cover and detail any changes or additions to the policy terms that apply to you.

<b>Claims service</b>	<p>To let us know about a claim, contact us on <b>0818 18 18 18</b>.</p> <p>Our dedicated claims service is available to help you 24 hours a day, 365 days a year.</p> <p>It is important to let us know as soon as you become aware of any event, which could lead to a claim. Do this before making any repairs (except for emergency repairs to limit damage). Our claims service will make the process as easy as possible for you and talk you through everything step by step.</p> <p>Your general obligations if a claim occurs are detailed in the Claims conditions section of this policy booklet. Please make sure you understand these conditions and if you have any questions, contact us.</p>
<b>Customer service</b>	<p>If you buy your policy from FBD Insurance, you can call us for customer support on <b>0818 18 18 18</b>.</p> <p>You can also find information by visiting our website <b>www.fbd.ie</b>.</p> <p>If you have arranged your policy through a broker, please contact your broker directly.</p>
<b>Commercial legal expenses and helpline services</b>	<p>If your policy includes cover for commercial legal expenses, we will record this in your schedule.</p> <p>Commercial legal expenses cover is provided separately by ARAG Legal Protection Limited. You will need to notify them of any event which could lead to a claim for commercial legal expenses.</p> <p>Call <b>01 670 7470</b>, or write to <b>ARAG Legal Protection Limited, Europa House, Harcourt Centre, Harcourt Street, Dublin 2</b>.</p> <p>Additional helpline services provided as part of commercial legal expenses cover include:</p> <ul style="list-style-type: none"><li>• Commercial legal advice,</li><li>• Business assistance,</li><li>• Health and medical information, and</li><li>• Counselling.</li></ul> <p>For further details on using these services, see Section 7–Commercial legal expenses, in this policy booklet.</p>

For over 50 years, FBD Insurance has been protecting its customers for the things that matter the most. FBD Insurance is uniquely positioned to provide expert advice to local business owners, as well as greater flexibility in tailoring policies to different business needs.

When it comes to your business, FBD Insurance know you want expert cover from a local Irish insurance provider you can trust. With local offices nationwide, as well as telephone and online service and support, quality customer service is never far away. So call, drop in or go online today.

# Business complete insurance policy contents

The 'cover sections' and individual covers within each section of this policy booklet, will only apply to your policy if they are recorded in your schedule. If any cover is not recorded in your schedule, no cover will apply.

## Your insurance policy

### 01 Introduction to your policy

- 01 This policy booklet
- 01 Your policy
- 01 Your duty of disclosure
- 02 Complaints

### 03 General definitions

### 12 Key information

- 12 Cover we provide
- 13 Your sums insured
- 13 Keeping your policy up to date
- 14 Excess
- 14 Territorial limits
- 14 Unoccupied buildings
- 14 Special security, safety and maintenance conditions
- 15 Uninsured losses and maintaining your property
- 15 Cyber risks
- 15 Premium adjustments
- 16 Inflation protection

### 17 General conditions of your policy

### 23 General exclusions of your policy

### 31 Claims conditions

### 35 Additional risk management conditions

## Cover sections

### 40 Section 1-Property damage

- 40 Section 1A-Buildings, trade contents and stock
- 59 Section 1B-Money
- 63 Section 1C-Goods in transit
- 66 Section 1D-Deterioration of stock

### 68 Section 2-Business interruption

### 85 Section 3-Liability

- 86 Section 3A-Public liability
- 95 Section 3B-Product liability
- 100 Section 3C-Employer's liability

### 103 Section 4-Computer equipment

### 112 Section 5-All risks business equipment

### 114 Section 6-Personal accident

### 117 Section 7-Commercial legal expenses

- 121 Section 7A-Employment disputes
- 123 Section 7B-Legal defence
- 124 Section 7C-Statutory licence protection
- 124 Section 7D-Property protection
- 125 Section 7E-Bodily injury
- 125 Section 7F-Tax protection
- 127 Helpline services

### 128 Changes to this policy booklet

# YOUR INSURANCE POLICY



# Introduction to your policy

- ! To help **you** to understand **your policy**, **we** have defined some of the common words and phrases **we** use. **We** have printed these words and phrases in bold, so **you** can identify them wherever they appear in singular or in plural throughout this **policy** booklet. **You** will find their meanings explained in the General definitions section.
- ! Throughout this **policy** booklet, FBD Insurance plc is referred to as '**we**', '**us**' and '**our**'.

## This policy booklet

At FBD Insurance plc, **we're** always striving to refine **our** products and give **you** high standards of protection. **We** may update this **policy** booklet from time to time, to make various changes and to meet different laws and regulations.

When **you** take out **your policy**, **we** will give **you** the latest version of this **policy** booklet, which will apply to **your** insurance contract. If **we** make changes to this **policy** booklet that affect **you** when **you** renew **your** insurance contract, **we** will provide **you** with the updated version alongside **your** renewal documents.

In addition, **we** will provide a summary of any changes **you** need to be aware of under the 'Changes to this **policy** booklet' heading at the end of the booklet.

## Your policy

**Your** insurance **policy** is a contract agreed between **you** and **us**. It is based on:

- the information in **your** completed insurance application documents including **your proposal form** or **statement of fact**, and
- any further **renewal applications** or applications to amend **your** insurance.

**We** detail **your** insurance cover in:

- this **policy** booklet,
- **your schedule**, and
- the **endorsements** that apply to **you**.

**You** should read these as one and keep them in a safe place.

- ! **Endorsements** are written amendments or additions to **your** insurance contract that adjust

**your policy** terms. The **endorsements** that apply to **you** are recorded in **your schedule**.

If **your policy** does not meet **your** requirements in any way, or **you** have any queries, **you** can contact **us** on 0818 18 18 18. If **you** have arranged **your policy** through a broker, please contact **your** broker directly.

**Your** insurance cover is subject to **you** having paid **us**, or having agreed to pay **us**, **your premium**. Cover will apply to **events** that occur:

- within the **territorial limits** defined in **your policy**,
- during the **period of insurance** recorded in **your schedule**.

**Your** insurance cover is subject to the full terms, conditions, exclusions and **limits of liability** recorded in this **policy** booklet, **your schedule**, and the **endorsements** that apply to **you**.

## Your duty of disclosure

**You** must make sure that all information **you** give **us** is true, accurate and complete. The questions and responses recorded in **your**:

- **proposal form** or **statement of fact**,
- **renewal applications**, and
- any further communications with **us**,

will influence **our** acceptance of **your** insurance, **your premium** and the terms and conditions **we** apply.

If there is ever any change in this information or the information recorded in **your schedule** and completed insurance application documents, **you** must tell **us** by contacting 0818 18 18 18. If **you** have arranged **your policy** through a broker, please contact **your** broker directly.

# Introduction to your policy

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If **you** are in any doubt about **our** questions and **your** responses, **you** must tell **us** by contacting 0818 18 18 18. If **you** have arranged **your policy** through a broker, please contact **your** broker directly.

## Failure to meet this duty

If **you** do not meet this duty carefully and honestly at all times, **you** may face:

- a sudden change in cover, **premium** or terms,
- an invalid or cancelled **policy**,
- no **claim** payment or reduced **claim** payment,
- difficulty buying insurance again,
- breaking the terms of any relevant loan or mortgage on **your** insured property.

Further information about **your** duty of disclosure is detailed under condition 1, 'your duty', in the General conditions of this **policy** booklet. Please make sure **you** understand this condition and if **you** have any questions, contact **us** on 0818 18 18 18. If **you** have arranged **your policy** through a broker, please contact **your** broker directly.

## Governing law

Unless **we** agree otherwise, the laws and exclusive legal jurisdiction of the Republic of Ireland will apply to **your policy**.

## Complaints

**We** would like to hear from **you** if **you** have a complaint about **our** product or service. If **you** tell **us your** concerns, **we** will try to put matters right and improve **our** service to all **our** customers. If **you** would like to make a complaint, please contact **us**:

- by phone – call 0818 18 18 18,
- in person – call into any of **our** branch offices nationwide, or
- by email – [info@fbd.ie](mailto:info@fbd.ie).

If **you** have arranged **your policy** through a broker and have a complaint about the broker service provided to **you**, please contact **your** broker directly.

If **you** are not satisfied with **our** response or how **we** have dealt with **your** complaint, **you** may refer **your** case to the:

Financial Services and Pensions Ombudsman,  
Lincoln House, Lincoln Place, Dublin 2, D02 VH29.  
Phone: + 353 1 567 7000  
Email: [info@fspoi.ie](mailto:info@fspoi.ie)  
Website: [www.fspoi.ie](http://www.fspoi.ie)

## Finance Act 1990

**We** have paid, or will pay, the appropriate Stamp Duty to the Revenue Commissioners in line with the requirements of the Finance Act 1990.

## Insurance Act 1936

**We** will pay any money due under the **policy** in the Republic of Ireland.

Signed for and on behalf of FBD Insurance plc.



**Kate Tobin**

Chief Underwriting Officer

# General definitions

- ! **We** have provided the following general definitions, in order to explain some of the common words and phrases **we** use. To help **you** identify these words and phrases, **we** have printed them in bold wherever they appear in singular or in plural throughout this **policy** booklet.
- ! Some sections of the **policy** booklet may also contain words and phrases with a special meaning, applying only in specific areas of **your policy**. **We** have explained this in the **policy** wording wherever it occurs.

## Accident, accidental, accidentally

A sudden and unforeseeable **event** or occurrence which:

- is caused unintentionally,
- is not the result of a pre-existing or a gradually operating cause,

and may give rise to a **claim** under **your policy**.

## Accidental damage

Sudden and unforeseeable **damage** which:

- is caused unintentionally, and
- is not the result of a pre-existing or a gradually operating cause.

! For the definition of **damage**, see below.

## All risks

A type of insurance cover available under **your policy**. It allows **you** to get extra protection for loss of or **accidental damage** to items **you** record in **your schedule**, even when **you** carry the items with **you**, or they are taken away from the **premises**.

These items can include, for example:

- electronics such as laptops or mobile/smart phones,
- tradespersons tools and materials of trade, or
- other gadgets and items designed to be worn or carried with **you**.

As long as the loss or **damage** is not specifically restricted or excluded under **your policy, all risks**

cover will apply up to the **limits of liability** recorded in **your schedule** and in this **policy** booklet.

! For further details about the **all risks** cover available under **your policy**, see Section 5–All risks business equipment.

## Bodily injury

**Accidental bodily injury** including death, disease or illness.

## Breakdown, broken down

- a) The actual breaking or burning out of any machine or part of a machine while it is in use, which:
  - arises from either mechanical or electrical defects in the machine,
  - causes sudden stopping of the functions of the machine, and
  - requires repair or replacement before the machine can resume working.
- b) The sudden and violent rending or tearing apart of the permanent structure of a machine:
  - by force of internal pressure while in the course of ordinary working, and
  - causing displacement of the structure, or any of its parts, accompanied by the forcible ejection of its contents.

But excluding:

The failure of flanged, screwed or flat joints of any description.

## General definitions

- c) The fracturing of a condenser and the cylinder or water-jacketed parts of a compressor by frost if the fracture makes the machine inoperative.
- d) The fracturing of the cylinder breech-end or the water jacket of an engine by frost if the fracture makes the engine inoperative.
- e) For **computer equipment, breakdown** is:
  - i) the actual breaking down or distortion of **your computer equipment**, or
  - ii) an electrical, mechanical or electronic burnout, or
  - iii) failure of any part of the **computer equipment**,

which occurs while the **computer equipment** is in use, which causes sudden stopping of normal functions, and which requires repair or replacement before the **computer equipment** can be used to perform its normal functions.

## Building

- a) The structure of the **building** at the risk address recorded in **your schedule**, which is:
  - built with brick, stone or concrete,
  - roofed with slates, tiles, asbestos, metal, concrete or asphalt, and
  - maintained in a good state of repair,unless recorded differently in **your schedule** and accepted by **us**.
- b) Landlord's fixtures and fittings in or on the **building**.
- c) All annexes, gangways and outbuildings on the same **premises**.
- d) Boundary walls, gates and fences around and belonging to the **buildings**.
- e) Phone, gas, water and mains electricity pipes, cables and the like, and accessories (including those underground) extending from the **buildings** to the perimeter of the **premises** or to the public mains.
- f) Yards, car parks, garages, roads, drives and pavements which are **your** property, or which **you** hold in trust or on commission and for which **you** are responsible.
- g) Permanently fitted service tanks, septic tanks and solar panels.

! If there is disagreement between **you** and **us** about the classification of any **damaged** property as **buildings, trade contents** or **stock**, **we** will classify the property based on how it is recorded in **your** books.

## Business

The **business** and activities declared and recorded in **your schedule** including:

- a) The repair or maintenance of property owned or occupied by **you**.

But excluding:

Any work of structural alteration, construction, reconstruction or demolition.

- b) The repair or maintenance of plant and machinery owned by **you**.
- c) The provision and management of canteens, social, sports or welfare organisations for the benefit of **your 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.
- e) Private work carried out by an **employee** for any director, partner or senior official, provided the work:
  - is undertaken with **your** prior consent,
  - is not in pursuit of any trade or **business**, and
  - is not an activity specifically excluded under a) above.

! No cover is provided for any activities which are not declared to **us** in the **business** description or **endorsements** recorded in **your schedule**.

## Claim

A **claim**, or series of **claims** arising out of, or in connection with, or occasioned by, any one cause, **peril, event** or **accident**, that is covered under **your policy**.



# General definitions

## 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 of a virus, bacterium, parasite or other organism,

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
  - transmission between organisms, and
- c) the disease, substance or agent can
- cause or threaten **damage** to human health or human welfare, or
  - cause or threaten **damage** to, deterioration of, loss of value of, marketability of, or loss of use of property.

## Computer equipment

Electronic data processing equipment and associated media or peripheral devices including, but not limited to:

- processing units, screens, keyboards, printers, scanners, disk and tape drives, smart-phones, notebooks, personal digital assistant devices,
- telecommunication and networking equipment including its spare components and data-carrying materials used in connection with the equipment.

But excluding:

Programmes and software that are not proprietary branded.

## Computer maintenance agreement

An agreement between **you** and:

- the manufacturers or suppliers of the **computer equipment**, or
- a competent independent maintenance contractor,

for ongoing repairs and maintenance of the equipment, including the cost of parts and labour.

## Cooling-off period

All **policies** are sold with a '**cooling-off period**' once **your** contract is for a period of 30 days or longer. The **cooling-off period** will apply both at new business and at renewal, and will last for 14 working days from the date **you** receive **your policy** documents. If **you** cancel **your policy** within the **cooling-off period**, **you** will be charged proportionally for the period **you** were on cover and no other charges will apply.

## Damage

**Accidental** loss, **damage** or destruction.

! This definition does not apply to the general 'Cyber risks and electronic risks exclusion' of **your policy**, where **we** have provided a more specific **damage** definition as part of the exclusion wording.

## Employee

Solely while they are working for **you** in the course of the **business**, any:

- Person under a contract of service or apprenticeship with **you**.
- Person engaged under any training, educational, or work experience programme.
- Labour master or labour-only contractor, or anyone employed or supplied by them.
- Person hired or borrowed by **you**.

# General definitions

The definition of **employee** does not include any domestic **employee**.

## Endorsement

A written amendment or addition to **your** insurance contract that adjusts **your policy** terms and has priority over the general contract terms. The **endorsements** that apply to **you** are recorded in **your schedule**.

## Environmental impairment

**Environmental impairment** means any loss, **damage** or liability arising directly or indirectly from, or caused by, or contributed to by, or as a result of, or in connection with:

- a) Any activity or actions which have a negative or damaging impact on the environment and which cause or result in, the pollution or contamination of any building, structure, water, land, soil, air or the atmosphere.
- b) Discharge, dispersal, release, escape, spillage, seepage or migration of any form of pollutant or contaminant (or by any other cause, **event** or action, whether **accidental** or not), which causes or results in, the pollution or contamination of any building, structure, water, land, soil, air or the atmosphere, including, but not limited to:
  - nuclear reaction or radioactive waste;
  - toxic waste, chemicals or poison;
  - smoke, vapours, soot or fumes;
  - acids, alkalis, liquids or gases;
  - fertiliser, slurry, slurry lagoon, manure, pesticides, insecticides, herbicides or fungicides;
  - synthetic pyrethroids, cypermethrin or organophosphates;
  - waste materials, noxious waste, irritants, impurities or toxins;
  - any other emissions, compounds or elements which have the capacity to pollute or contaminate any building, structure, water, land, soil, air or the atmosphere.

This definition will apply whether or not the pollution or contamination:

- occurs in the course of conducting normal and legitimate **business** activities, or
- occurs naturally, or is man-made, or reproduced, or resurrected, or manufactured, or synthetically developed.

## Event

An **event** or occurrence which may give rise to a **claim** under **your policy**.

## Excess

The part of a **claim** cost that **you** must pay. An **excess** applies to certain **claims** made under **your policy**. The relevant **excess** amounts are recorded in this **policy** booklet or in **your schedule**.

! For more information about **excess**, see the 'Excess' heading in the Key information section of this **policy** booklet.

## Flood

The temporary covering of land by water caused directly or indirectly by any of the following:

- storm, tempest, rain,
- flooding from the sea,
- escape of water from any natural or artificial watercourse, lake, reservoir, canal, dam, river, stream, or
- water backing up from any sewer, pipe or drain.

## Goods

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

## Heave

Upward movement of the ground beneath a **building** as a result of the soil expanding or swelling.

# General definitions

## Indemnity, indemnify

The provision of a protection or payment in the **event** of loss, **damage**, injury or liability.

## Inner limit

A more specific maximum amount that **we** will pay for a certain type of cover, **event** or **claim**, forming part of the **limits of liability** under **your policy**. For full details of all **inner limits** under **your policy**, you must read **your full policy** documents including this **policy** booklet, **your schedule** and any applicable **endorsements**.

## Insured person

Any person provided with cover under **your policy**.

## Insured property

1. The property recorded as being insured in **your schedule** and falling within the definitions of **'buildings'**, **'trade contents'** or **'stock'** situated at the risk address recorded in **your schedule**.
2. Any other property specifically recorded as being insured in **your schedule**, while it is:
  - on the **premises**, or
  - within open yards forming part of the **premises** (unless cover is otherwise excluded).

The definition of **insured property** does not include:

- Any property that has more specific insurance cover in place, or
- Any of the following, unless **we** have specifically agreed to this and recorded it in **your schedule**:  
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, **offshore** property, livestock, growing crops or growing trees.

## In the open

Any property that is not completely enclosed and secured within the confines of a fully walled and roofed **building** structure within the boundary of the **premises**. For example, if property is in a garden, yard, field, compound, open-sided **building** or unroofed **building**, **we** will deem it to be **in the open**.

## In transit

- A. Being in, on, loaded onto, or unloaded from a vehicle or trailer.
- B. Being temporarily stored for up to 60 days in the course of conveyance of a vehicle or trailer.
- C. Being in the custody of a road haulier or postal service, from the time of despatch by **you**, until time of delivery to the recipient.

## Landslip

Movement of ground down a slope.

## Limit of indemnity, limit of liability

A **limit of indemnity** or **limit of liability** is a maximum amount **we** will pay under **your policy**. **We** may apply different limits under **your policy** in different ways. For example, a **sum insured**, an **inner limit** or a standard cover limit forming part of the specific terms and conditions recorded in this **policy** booklet, **your schedule** and any applicable **endorsements**.

## Money

The definition of **money** includes:

- coins, bank and currency notes,
- postal and **money** orders,
- bankers' drafts, cheques, travellers' cheques,
- warrants, bills of exchange, securities,
- postage stamps (that are not part of a stamp collection), savings stamps, national savings certificates,

## General definitions

- 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 and customer redemption tokens, cards or vouchers, and
- phone cards.

But this definition excludes:

- Any **money** held as digital or crypto currency.

### Motorised or electric vehicle

Any mechanically propelled, motor or electric driven or assisted vehicle, including but not limited to any:

- car, van, truck, lorry, tractor, motor bike, quad bike, golf buggy,
- motorised scooter, e-scooter, hoverboard, segway, monowheel,
- other motorised or electric mobility device, or
- other vehicle requiring insurance under the Road Traffic Act.

### Offshore

**We** will consider an **employee** as being **offshore** from the time they embark onto a conveyance at the point of final departure from land, to an **offshore** site or **offshore** location. **Offshore** locations include, but are not limited to, **offshore** rigs and **offshore** platforms.

**We** will continue to consider the **employee** as being **offshore**, until they disembark from a conveyance onto land on their return from the **offshore** site or **offshore** location.

### Peril

An **event** detailed in the terms and conditions of **your policy**, which may cause loss or **damage** and give rise to a valid **claim**. For full details about the **perils** that are and are not covered under **your**

**policy**, **you** will need to read **your schedule** and any applicable **endorsements**, together with this **policy** booklet.

### Period of insurance, period of cover

The period for which **we** have accepted **your premium** and agreed to provide insurance to **you** as recorded in **your schedule**, or until **your** cover for the **period of insurance** is expired, lapsed or cancelled.

### Policy

The contract of insurance agreed between **you** and **us**. The contract is based on **your** completed insurance application including **your proposal form** or **statement of fact** and any further **renewal applications** or applications to amend **your** insurance. The **policy** includes:

- **your schedule**,
- this **policy** booklet,
- any **endorsements** that apply, as recorded in **your schedule**, and
- any other documents or communications **we** send to **you** to form part of **your policy**.

### Premises

The **buildings** and land used for the **business** at the location recorded in **your schedule**.

### Premium

The payment **you** are required to give **us** for **your** insurance **policy**.

**!** If **you** do not pay **your premium** or any **premium** instalment, even if **you** have paid one or more instalment already, **your policy** will be cancelled in line with condition 6 under the General conditions in this **policy** booklet.

# General definitions

## Principal

Any person, company, firm or public, local or statutory authority for who **you** are carrying out work under contract or agreement.

## Product

Any commodities or **goods**, including packaging, containers, instructions for use and labels, which may be:

- sold, supplied,
- manufactured, tested, altered, constructed, erected, installed, treated, planted, repaired, serviced,
- processed, stored, handled or transported,

by **you**, or on **your** behalf, in the course of the **business**.

## Proposal form, Statement of fact, Renewal application

The information provided by **you** and the declarations made by **you** at the time the insurance was arranged or renewed. **We** rely on this information when agreeing to offer **you your** contract of insurance and the terms provided under **your policy** for the **period of insurance**.

## 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.

## Schedule

The document forming part of **your policy**, which records:

- **your** details,
- the **insured property**,
- **your sums insured**,

- the covers **you** purchased,
- the **period of insurance**, and
- the **endorsements** that apply to **you**.

For full terms and conditions, **you** must read **your schedule** together with this **policy** booklet and any other **policy** documents **we** send to **you**.

## Settlement

Downward movement of the land beneath a **building** as a result of the soil being compressed by the weight of the **building**.

## Stock

**Stock** and materials in trade, work in progress and finished **goods** which are **your** property, or which **you** hold in trust or on commission and for which **you** are responsible.

! If there is disagreement between **you** and **us** about the classification of any **damaged** property as **buildings, trade contents** or **stock**, **we** will classify the property based on how it is recorded in **your** books.

## Subrogation, subrogate

A situation under law, where one person, group or entity, can be substituted by another person, group or entity, in order to pursue the cost of a **claim**.

## Subsidence

Downward movement of the land beneath a **building**, except by **settlement**, as a result of the **building's** load.

## Sum insured

A monetary amount recorded in **your schedule**, forming part of the **limits of liability** under **your policy**. In the **event** of a valid **claim**, **you** will be covered up to the **sum insured** as the maximum amount **we** will pay in the **event** of total loss, provided there is not any lower **limit of liability**,

# General definitions

**inner limit** or other limitation recorded under the specific terms and conditions of **your policy**.

**!** It is a condition of **your policy** that **you** keep any **sum insured you** give to **us** at its correct level. To read more about this and how to avoid **underinsurance**, see condition 2 in the General conditions of this **policy** booklet.

## Terms of Business

The document issued to **you** by FBD Insurance and / or FBD Insurance plc, telling **you** how business services will be provided to **you**.

If **you** buy **your policy** from a broker, **you** will need to read **our Terms of Business**, together with the separate terms provided to **you** by **your** broker.

## Territorial limits

The geographical areas or locations detailed in **your policy**, inside which **your policy** cover will apply. Outside these geographical areas or locations, **your policy** cover does not apply.

## Trade contents

- Machinery, equipment, fixtures and fittings,
- other trade equipment, tenants' improvements, alterations and decorations, and
- all other contents,

at the **premises**, which are **your** property, or which **you** hold in trust or on commission and for which **you** are responsible.

But excluding:

Landlord's fixtures and fittings.

'All other contents' means:

- a) All office machines and contents.
- b) Patterns, plans, moulds, models, designs, documents, manuscripts, **business** books and computer system records with a value of no more than €30,000.
- c) **Computer equipment** with a value of no more than €13,000.
- d) **Money** with a value of no more than €1,300.

e) Wines, spirits, cigarettes and tobacco held for entertainment purposes and with a value of no more than €500.

f) Insofar as they are not otherwise insured, directors' and **employees'** personal items, 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.

g) CCTV and alarm equipment.

**!** If there is disagreement between **you** and **us** about the classification of any **damaged** property as **buildings, trade contents** or **stock**, **we** will classify the property based on how it is recorded in **your** books.

## Underinsurance, underinsured

**You** are **underinsured** if a **sum insured you** have provided to **us** does not represent the full potential costs of the loss or **damage** that it is intended, under the terms of **your policy**, to cover.

For example, **you** would be **underinsured** if a property **sum insured you** gave to **us**, did not represent the total cost of replacing the **insured property**, if it were completely lost or destroyed.

If **you** are **underinsured**, **your policy** may not cover full **claim** costs. In addition, **you** may be subject to special **underinsurance** conditions, meaning **you** will only receive a portion of any **claim you** have.

**!** To read more about keeping **your sums insured** at their correct levels and how **you** can avoid **underinsurance**, see condition 2 in the General conditions of this **policy** booklet.

## Unoccupied

Where a **building** or self-contained unit within a **building** (including overhead apartments) becomes **unoccupied** or untenanted, or has not been used for more than 30 days in a row in any one **period of insurance**.

## General definitions

- ! **Buildings** or self-contained units that become **unoccupied**, untenanted or unused for over 30 days in a row, are restricted to cover for fire, lightning, earthquake, impact by aircraft and explosion, and subject to special **unoccupied** terms.
- ! To read more about this, see the 'Unoccupied buildings' additional condition in Section 1A- Buildings, trade contents and stock, of this **policy** booklet
- ! If any **building** or self-contained unit becomes **unoccupied** after **your policy** has started, **you** must tell **us** about this before **you** renew **your policy**.

### Water table

The area of ground beneath the **building**, below which the soil is saturated with water. The level of the **water table** alters with the climate and seasons.

### We, us, our

FBD Insurance plc.

### You, your, yours, yourself, the insured

The person or persons (including bodies corporate) named in **your schedule** to whom the insurance **policy** has been issued, including **your** legal personal representatives (for example, a person who administers the estate of a person who has died).

### Your family

- **Your** spouse or partner permanently living with **you**, and
- **Your** children including adult children, whether they live with **you** or not (unless otherwise specified in the **policy** wording).

### Your household

**You** or any person living permanently at **your** private home.



# Key information

- ! It is important to be aware of the following key information about **your policy**.
- ! If **you** have any questions about **your** cover, the requirements **your policy** places on **you** to avail of cover, or how **we** will manage **your policy** or any **claim you** have, please contact **us** on 0818 18 18 18. If **you** have arranged **your policy** through a broker, please contact **your** broker directly.

## Cover we provide

**Your** protection under **our** 'Business complete' insurance product, depends on **your business**, its activities, **your premises** and occupancy type, and the level of cover **you** purchase.

The main areas of cover **we** can provide for are outlined below. **Your schedule** will tell **you** which covers are included under **your policy**.

**You** will need to read **your schedule** together with this **policy** booklet for full terms and conditions, including all benefits, **limits of liability**, restrictions and exclusions that apply.

- **Section 1A–Buildings, trade contents and stock**  
Allows **you** to cover **your buildings, trade contents** or **stock** in case of loss or **damage** caused by specific insured **events**.
- **Section 1B–Money**  
Allows **you** to cover **money** belonging to the **business** in case of theft and other insured **events** on the **premises** or in transit to a bank.
- **Section 1C–Goods in transit**  
Allows **you** to cover **goods** of the **business** in case of **damage** while **in transit** within Ireland, Northern Ireland, Great Britain, the Isle of Man and the Channel Islands.
- **Section 1D–Deterioration of stock**  
Allows **you** to cover **stock** in a chill room, cold store or adjoining holding area, in case of deterioration caused by **breakdown** or **accidental damage** of **refrigerating plant**, or an **accidental** failure of the public electricity supply.
- **Section 2–Business interruption**  
Allows **you** to cover specific financial losses in case the **business** is interrupted by a valid **claim** for property **damage** to **buildings, trade contents** or **stock** covered under Section 1A of the **policy**.
- **Section 3A–Public liability**  
Provides cover in case **you** are found legally liable for **accidental bodily injury** to members of the public or for **accidental** loss of or **damage** to their material property.
- **Section 3B–Product liability**  
Provides cover in case **you** are found legally liable for **products** sold or supplied causing **accidental bodily injury** or **accidental** loss of or **damage** to material property.
- **Section 3C–Employer's liability**  
Provides cover in case **you** are found legally liable for **accidental bodily injury** to **employees** of **your business**.
- **Section 4–Computer equipment**  
Allows **you** to cover **computer equipment** belonging to the **business** in case of **damage** or **breakdown** and assists with specific associated **business** impact costs.
- **Section 5–All risks business equipment**  
Allows **you** to get extra protection for loss of or **damage** to items of property **you** record in **your schedule**, even when **you** carry them with **you** or they are taken away from the **premises**. These items can include, for example:
  - electronics such as laptops or mobile / smart phones,
  - tradespersons tools and materials of trade, or
  - other gadgets and items designed to be worn or carried with you.
- **Section 6–Personal accident**  
Allows **you** to get fixed benefit payments for people **you** name in **your schedule**, in case of specific insured injuries or death.
- **Section 7–Commercial legal expenses**  
A distinct area of cover providing commercial legal assistance, underwritten by ARAG Legal Protection Limited.



## Your sums insured

A **sum insured** is a maximum monetary amount **we** will pay under **your policy**, for a certain area of cover. If **you** have a valid **claim**, **you** will be covered subject to **your policy** terms and conditions, for the losses **you** incur. Cover will apply up to the **sum insured**, provided there is not any lower **limit of liability**, **inner limit** or other limitation recorded under **your policy**.

**You** must at all times keep any **sum insured you** give **us**, as recorded in **your schedule**, at a level that is in line with the full potential cost of the loss or **damage** that it is intended, under the terms of **your policy**, to cover.

**You** should check this carefully on a regular basis, including when **you** are taking out **your policy** and each time **you** renew.

- If **your sums insured** calculations are too high – **you** may be paying too much **premium** for the cover **you** require.
- If **your sums insured** calculations are too low – **you** will be **underinsured** and **your policy** may not cover full **claim** costs. In addition, **you** may be subject to special **underinsurance** conditions, meaning **you** will only receive a portion of any **claim you** have.

### ! Underinsurance conditions

Special **underinsurance** conditions are included in this **policy** booklet as part of:

- Section 1A–Buildings, trade contents and stock,
- Section 2–Business interruption, and
- Section 4–Computer equipment.

Under these conditions, if **your sums insured** at the time of loss or **damage** are not adequate, any **claim** payment **we** make may be reduced accordingly.

The level of reduction will be in proportion to **your** level of **underinsurance** and **you** will have to bear the difference. For example:

- if **you** have calculated **your full sum insured** in the **event** of total loss at €150,000,
- but the full potential cost of making good loss or **damage** in line with the terms of **your policy** is actually €200,000,
- **we** would pay only 75% of any loss or **damage**, no matter what **your claim** amount is.

Please note this an example only and it does not consider other settlement factors, such as **excess**.

To read more about how **you** can avoid **underinsurance** and **your** obligation to keep **your sums insured** at their correct levels, see condition 2 in the General conditions of this **policy** booklet.

## Keeping your policy up to date

**You** must tell **us** if there is ever any change in the information recorded in **your schedule** and completed insurance application documents, after **your policy** has started. This is to help protect **you**, and to make sure **your policy** cover and **premium** continues to be valid after a change has taken place.

It is important to be aware that once **your policy** has started, **we** will not cover any of the following changes in risk, unless **you** have told **us** about them and **we** have agreed to cover them:

- ! A change in the **business** description or **business** activities recorded in **your schedule**.
- ! A change in the address of the **premises**.
- ! A change in the **business** purposes for which the **premises** is being used.
- ! A change in the **business** activities carried out away from the **premises**.
- ! The exporting of **goods** to the USA or Canada, or any increase in turnover associated with this activity if it is recorded in **your schedule**.
- ! The **business** being wound-up, sold, carried on by a liquidator or receiver, or permanently discontinued.

For full details about the covers and information **you** must keep up to date, **you** must read and check any documents or communications **we** send to **you**, in line with condition 1 in the General conditions of this **policy** booklet.

### Excess

An **excess** is the part of a **claim** cost that **you** must pay. **You** are responsible for paying the **excess** amounts recorded under **your policy** for certain **claim** types.

**Our** standard **excess** amounts are recorded in the table below and apply to **claims** made in the following areas:

Policy section(s)	Type of claim	Excess amount
• Section 1A– Buildings, trade contents and stock	<b>Subsidence, ground heave or landslip (peril 10)</b>	€1,500
	All other <b>perils</b>	€250
• Section 1B– Money • Section 1C– Goods in transit • Section 1D– Deterioration of stock • Section 4– Computer equipment	Any valid <b>claim</b> for loss or <b>damage</b> to <b>money, goods in transit, stock or computer equipment.</b>	€250

If any alternative **excess** amount applies, or an **excess** applies to any other type of **claim**, **we** will record this in **your schedule**.

### Territorial limits

**Your policy** cover will apply in connection with the risk address recorded in **your schedule** and the specific geographical areas which are detailed for relevant covers throughout **your policy** wording.

For extra protection on items of property **you** carry with **you** or that are taken away from the risk address, **you** may wish to insure them on an **all risks** basis. **All risks** cover applies in Ireland, Northern Ireland, Great Britain, the Isle of Man, the Channel Islands and the continent of Europe, or for up to 60 days in the rest of the world. **You** can read further details about the **all risks** cover available under **your policy**, in Section 5–All risks business equipment, of this **policy** booklet.

### Unoccupied buildings

If any **building** or self-contained unit **you** have insured under Section 1A–Buildings, trade contents and stock, becomes **unoccupied**, untenanted or unused for over 30 days in a row in any one **period of insurance**, **your** cover will be automatically restricted to fire, lightning, earthquake, impact by aircraft and explosion. In addition, this restricted cover will be subject to special **unoccupied** terms.

For full details, see the ‘Unoccupied buildings’ additional condition under Section 1A–Buildings, trade contents and stock, in this **policy** booklet.

If any **building** or self-contained unit becomes **unoccupied** after **your policy** has started, **you** will need to tell **us** about this before **you** renew **your policy**. Otherwise, **your** cover will not be valid for the next **period of insurance**.

### Special security, safety and maintenance conditions

To avail of the full protection provided by **your policy**, **you** must meet the conditions **we** have detailed throughout **your policy** wording. If **you** do not, **your policy** cover may not be valid.

Some areas of cover include special security, safety and maintenance conditions, which require **you** or the **business** to perform specific dedicated tasks or upkeep. Examples included in this **policy** booklet are:

- ‘Intruder and fire alarm guidelines’ and requirements for ‘Maintenance of automatic sprinkler systems’ protecting **your insured property** under Section 1A–Buildings, trade contents and stock.
- Requirements for any ‘Repair, decoration and general maintenance’ involving the application or generation of heat under Section 1A–Buildings, trade contents and stock.
- Requirements for the ‘Maintenance of refrigerating plant’ under Section 1D–Deterioration of stock

## Key information

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- 'Money custodian requirements' and 'Keys conditions' under Section 1B–Money
- Requirements for 'Metal welding or cutting equipment used away from your premises' under Section 3A–Public liability.
- Requirements for 'Computer maintenance and protection', 'Computer and storage media backup arrangements' and 'Computer equipment in basements and cellars' under Section 4–Computer equipment.

For full details of all relevant conditions under **your policy**, you must read **your schedule** and any applicable **endorsements**, together with this **policy** booklet. If **you** have any questions about a condition applying under **your policy**, you can contact **us** on 0818 18 18 18. If **you** have arranged **your policy** through a broker, please contact **your** broker directly.

## Uninsured losses and maintaining your property

Insurance is intended to provide protection against unexpected **events** caused by an insured risk such as fire, storm or theft. It is not intended to cover losses caused by:

- the unavoidable effects of age or time passing,
- wear and tear,
- lack of maintenance,
- faulty **building** workmanship, or
- faulty or defective design or materials.

**You** must maintain **your** property to prevent loss or **damage** caused by uninsured risks.

Examples of losses that are not insured include:

- property **damage** due to age, faulty workmanship, lack of maintenance or faulty or defective design or materials,
- water **damage** caused by worn or faulty waterproofing such as seals, flashing, roof tiles or slates in need of repair,
- losses during bad weather which would not have happened if necessary repairs and maintenance were carried out.

**You** must keep **your insured property** in good condition and protect it and other people from loss or **damage**. **You** must do this in line with condition 3 in the General conditions of this **policy** booklet.

## Cyber risks

In line with the cyber risks and electronic risks exclusion under the General exclusions of this **policy** booklet, **your policy** does not provide any cover for loss, **damage**, consequential loss, economic loss, or liability, which is caused by or which results from a cyber-attack.

If **you** have concerns that **you** are, or **your business** is, susceptible to cyber-attack or hacking, or **events** or acts of this nature, **you** may need to seek professional advice about protecting **yourself** and **your business**.

**You** may also wish to enquire about cyber protection insurance cover, which is available from some specialist insurance companies. FBD insurance plc does not underwrite cyber protection insurance.

## Premium adjustments

- If cover under Section 2–Business interruption, is provided to **you** on an 'estimated gross profit', 'estimated gross revenue', or 'estimated tax relief' basis as defined under Section 2–Business interruption, or
- If **we** have recorded in **your schedule** that a **premium** adjustment applies to **your policy** under Section 3–Liability,

the **premium we** charge will be based on estimated **business** projections **you** provide to **us**. Where a **premium** adjustment applies to **your policy**, it is important to be aware that:

- **You** must keep and supply the evidence **we** require to support any **business** estimates **you** provide to **us**, and
- **We** may apply a **premium** adjustment if **you** over or underestimated the **business** figures on which **your** cover and **premium** is based.

For further information, please see the 'premium adjustment' conditions included in this **policy** booklet under Section 2–Business interruption and Section 3–Liability.

### Inflation protection

**We** may adjust one or more of the **sums insured** recorded in **your schedule** under Section 1A–Buildings, trade contents and stock, in line with suitable price indexes or market information that **we** have available to **us**. This is known as ‘indexation’ or ‘index linking’ and is to help protect **you** against inflation.

If **we** apply inflation protection to **your policy**, **we** will record this in **your renewal application** for **you** to review alongside **your sums insured**. It will work in the following way:

- When the index increases a **sum insured**, **we** will base **our** invitation to renew **your policy** on this increase. As a result, **your premium** may also be impacted.
- **You** will need to review **your sums insured** as usual, to make sure the increase is appropriate for **your policy**. If **you** would like to opt-out of the increase or amend **your sums insured** further, **you** will need to contact **us**. If **you** have arranged **your policy** through a broker, please contact **your** broker directly.
- When the index falls, **we** will not reduce the **sum insured** at renewal. Instead, **your sum insured** will remain at the same level, unless **you** adjust it.
- Apart from the **sums insured** **we** apply it to, inflation protection will not impact any other monetary or **inner limits** under **your policy**.

**!** **You** should not rely on **us** applying inflation protection to keep any of **your sums insured** at their correct levels. **We** do not always apply inflation protection. In addition, the reinstatement cost of **your buildings** or value of **your** property may be growing at a different rate. This could be, for example, due to a new extension or property **you** have acquired.

**!** It is a condition of **your policy** that **you** keep **your sums insured** at their correct levels. **You** should make sure **you** understand condition 2 in the General conditions of this **policy** booklet and if **you** have any questions, contact **us**. If **you** have arranged **your policy** through a broker, please contact **your** broker directly.



# General conditions of your policy

- ! **You** need to meet the requirements detailed in **your policy** conditions. If **you** do not, **your policy** cover may not be valid.
- ! The following conditions apply to **your** whole **policy**, in addition to any conditions **we** have detailed in specific areas of **your policy**.
- ! It is important that **you** read and understand **your policy** conditions. If **you** have any questions about a condition, **you** can contact **us** on 0818 18 18 18. If **you** have arranged **your policy** through a broker, please contact **your** broker directly.

**You** or any other person claiming under **your policy** must comply with the following general conditions to avail of the full protection provided by **your policy**. If **you** do not take reasonable care to meet these conditions, **you** may face:

- a sudden change in cover, **premium** or terms,
- no **claim** payment or reduced **claim** payment,
- an invalid or cancelled **policy**,
- difficulty buying insurance again, or
- breaking the terms of any relevant loan or mortgage on **your** insured property.

## 1. Your duty

### a) Give us full information when applying for or renewing your policy

**You** must answer all **our** questions honestly and with reasonable care. The information provided in **your** insurance application including **your proposal form** or **statement of fact** and any **renewal applications** or other communications with **us**, must be true, accurate and complete.

**Our** questions and **your** responses will influence **our** acceptance of **your** insurance, **our** calculation of **your premium** and the terms and conditions **we** apply. If **you** are ever in any doubt about **our** questions and **your** responses, **you** must tell **us**.

### b) Always keep your policy up to date

**You** must tell **us** if there is any change in the information recorded in **your schedule** and completed insurance application, after **your policy** has started. **We** will then let **you** know of any change in **your premium** or **policy** terms.

**We** will not cover any of the following changes in risk after **your policy** has started, unless **you** have told **us** about them and **we** have agreed to cover them:

- A change in the **business** description or **business** activities recorded in **your schedule**.
- A change in the address of the **premises**.
- A change in the **business** purposes for which the **premises** is being used.
- A change in the **business** activities carried out away from the **premises**.
- The exporting of **goods** to the USA or Canada, or any increase in turnover associated with this activity if it is recorded in **your schedule**.
- The **business** being wound-up, sold, carried on by a liquidator or receiver, or permanently discontinued.

For full details about the covers and information **you** must keep up to date, **you** must read and check any documents or communications **we** send to **you**.

### c) Keep to the terms of your policy

**You** or any person making a **claim** under **your policy** must take reasonable care to observe and fulfil the terms, provisions, conditions and **endorsements** of **your policy** and anything they reasonably require of **you** for cover to apply.

## 2. Keep your sums insured at their correct levels

**You** must at all times keep any **sum insured you give us**, as recorded in **your schedule**, at a level that is in line with the full potential cost of the loss or **damage** that it is intended, under the terms of **your policy**, to cover. **You** should check this carefully on a regular basis, including when **you** are taking out **your policy** and each time **you** renew:

### a) If you insure buildings under Section 1A of your policy

**Your sums insured** should be the current cost of rebuilding as new, all items described within the definition of **buildings**. It is important that **you** insure **your buildings** for their full rebuilding cost and that **you** make any necessary allowances for the possibility of inflation or price increases in the future.

**Your buildings sums insured** should also include the additional costs outlined under the 'Basis of claim settlement' applicable for **buildings** under Section 1A–Buildings, trade contents and stock, such as the cost of site clearance and removing debris after a loss, architect, surveyor and consulting engineer fees, and any additional costs necessary to meet current building, statutory or local authority regulations.

- ! Rebuilding costs are not the same as the market value of **your** property and property market values should not be used to determine **your buildings sums insured**.
- ! For useful guidance on understanding rebuilding costs, see [www.scsi.ie](http://www.scsi.ie).

### b) If you insure trade contents under Section 1A of your policy

**Your sums insured** should be the current cost of replacing or making good as new, all items described within the definition of **trade contents**. However, **you** do not need to include any item of **computer equipment**, if **you** are insuring these items separately for **damage** or **breakdown** under Section 4–Computer equipment.

It is important that **you** insure **your trade contents** for their full replacement cost and that **you** make any necessary allowances for the possibility of inflation or price increases in the future.

**Your trade contents sums insured** should also include the additional costs outlined under the specific 'Basis of claim settlement' applicable for:

- A. **Trade contents**,
- B. Patterns, plans, moulds, models, designs, documents, manuscripts, **business** books, computer systems records, or
- C. **Computer equipment**,

under Section 1A–Buildings, trade contents and stock. This includes costs such as site clearance and removing debris after a loss, surveyor and consulting engineer fees, re-erection and fixing of machinery and plant, any additional costs necessary to meet current statutory regulations, and the cost of clerical labour required for reproduction of patterns, plans, moulds, models, designs, documents, manuscripts, **business** books or computer system records.

The maximum **we** will pay for:

- ! Patterns, plans, moulds, models, designs, documents, manuscripts, **business** books and computer systems records – is €30,000.
- ! **Computer equipment** – is €13,000 (however **you** do not need to include any item of **computer equipment**, if **you** are insuring these items separately for **damage** or **breakdown** under Section 4–Computer equipment).
- ! **Money** – is €1,300.
- ! Wines, spirits, cigarettes and tobacco held for entertainment purposes – is €500.
- ! Director and **employee** personal items, including clothing, pedal cycles, tools, instruments and the like, insofar as they are not otherwise insured – is €1,300 per person. But this excludes gold, silver or platinum jewellery, watches, furs, portable entertainment equipment, cameras, mobile phones or **money** by theft.

### Keep your sums insured at their correct levels – continued

#### c) If you insure stock under Section 1A of your policy

**Your sums insured** should be the current cost of replacing or making good as new, all items described within the definition of **stock**. It is important that **you** insure **your stock** for its full replacement cost and that **you** make any necessary allowances for the possibility of inflation or price increases in the future.

**Your stock sums insured** should also include the additional costs outlined under the 'Basis of claim settlement' applicable for **stock** under Section 1A–Buildings, trade contents and stock, such as the cost of removing debris after a loss.

! A separate **sum insured** for **stock** debris removal may be recorded in **your schedule** in some cases. If this is not the case, in line with the **inner limits** of **your policy**, the maximum **we** will pay for **stock** debris removal is 15% of the **stock sum insured** or €33,000, whichever is the lower amount.

#### d) If you insure money under Section 1B of your policy

**You** should record the amounts of **money** held by the **business**, across each of the specific insured situations and circumstances recorded in **your schedule**, in line with the cover provided under Section 1B–Money.

#### e) If you insure goods in transit under Section 1C of your policy

**Your sum insured** for 'maximum value any one load', should be the current cost of replacing or making good as new, a full load of **in transit** items within the definitions of '**stock**' and '**trade contents**', in line with the 'cover' and 'basis of settlement' outlined under Section 1C–Goods in transit.

It is important that **you** insure **your goods in transit** their full replacement cost and that **you** make any necessary allowances for the

possibility of inflation or price increases in the future.

#### f) If you insure deterioration of stock under Section 1D of your policy

**Your sums insured** should be the current cost of replacing or making good as new, any items described within the definition of **stock**, which are contained in a chill room, cold store or adjoining holding area, and in line with the cover under Section 1D–Deterioration of stock, are at risk of deterioration as a result of:

- **breakdown** or **accidental damage** of **refrigerating plant**, or
- an **accidental** failure of the public electricity supply.

**Your** deterioration of **stock sum insured** should also include the additional cost outlined under Section 1D for cleaning and decontaminating refrigerated units and disposing of **stock** which has become unfit or has been condemned as unfit by an appropriate public authority in connection with a valid **claim**.

It is important that **you** insure **your stock** for its full replacement cost and that **you** make any necessary allowances for the possibility of inflation or price increases in the future.

#### g) If you insure business interruption under Section 2 of your policy

**Your sums insured** should be the specific **business** figures, costs or estimates **we** request from **you** across the **indemnity** periods recorded in **your schedule**, in line with the 'Meaning of words' and 'Basis of claim settlement' applicable under Section 2–Business interruption. It is important that **you** make any necessary allowances for **business** trends and the possibility of inflation or price increases in the future.

#### h) If you insure computer equipment under Section 4 of your policy

**Your sums insured** for **damage** or **breakdown** should be the current cost of replacing or making good as new, all items described within the definition of **computer equipment**. It is important that **you** insure **your computer equipment** for its full replacement cost and that **you** make any necessary allowances for the

### Keep your sums insured at their correct levels – continued

possibility of inflation or price increases in the future.

If **your policy** also includes 'increased cost of working' or 'reinstatement of data', **your sums insured** for these covers should be the specific **business** figures which are necessary to avoid or minimise a reduction in turnover during the **indemnity** period, in line with the cover outlined in part B 'Increased cost of working and reinstatement of data', under Section 4–Computer equipment. It is important that **you** make any necessary allowances for **business** trends and the possibility of inflation or price increases in the future.

- ! If **you** are insuring any item within the definition of **computer equipment** for **damage** or **breakdown** under Section 4–Computer equipment, **you** do not need to include these items in **your trade contents sums insured** under Section 1A–Buildings, trade contents and stock.
- ! If **your policy** includes cover for 'increased cost of working' or 'reinstatement of data', the maximum **we** will pay for accountant fees is €5,000.

#### i) If you insure all risks business equipment under Section 5 of your policy

**Your sums insured** for the items **you** record in **your schedule** should be the current cost of replacing or making good as new those items. It is important that **you** insure **all risks** items for their full replacement cost and that **you** make any necessary allowances for the possibility of inflation or price increases in the future.

! If **your sums insured** calculations are too high, **you** may be paying too much for **your** insurance. If **your sums insured** calculations are too low, **you** will be **underinsured** and **your policy** may not cover full **claim** costs. In addition, **you** may be subject to special **underinsurance** conditions, meaning **you** will only receive a portion of any **claim you** have.

**You** can read more about these conditions where they apply, in the following sections of this **policy** booklet:

- The **limit of liability** for 'A. Buildings and trade contents', under the Basis of claim settlement for Section 1A–Buildings, trade contents and stock.
- The **limit of liability** for 'C. Computer equipment' under the Basis of claim settlement for Section 1A–Buildings, trade contents and stock.
- The **limit of liability** for 'D. Stock', under the Basis of claim settlement for Section 1A–Buildings, trade contents and stock.
- The **limits of liability** under the Basis of claim settlement for Section 2–Business interruption.
- The **limit of liability** for 'A. Computer equipment' under Section 4–Computer equipment.



### 3. Take reasonable care

**You** must at **your** own expense, take all reasonable steps to:

- a) Maintain all **buildings**, furnishings, machinery, equipment and vehicles in proper repair.
- b) Prevent or reduce the risk of:
  - **bodily injury**,
  - nuisance,
  - loss or **damage** to property, or
  - any interruption to or interference with the **business**.
- c) Make good any fault or danger as soon as it is discovered and, in the meantime, make sure any additional precautionary action is taken to prevent loss, **damage**, injury or nuisance and to minimise any interruption to or interference with the **business**.
- d) Comply with all statutory laws, regulations and obligations.
- e) Make sure that the physical security of the **premises** is intact and that all locks on outside gates, doors and windows are working and in use.
- f) Make sure that any fire alarms, smoke detectors, fire prevention systems, intruder alarms or security systems are in working order, properly maintained and used correctly.

**!** Some areas of **your policy** may include more specific conditions **you** must follow to prevent loss, **damage** or injury. **We** include these conditions as part of the relevant **policy** booklet section, or by **endorsement** in **your schedule**, where relevant.

### 4. Survey and risk improvement

**Your policy** is subject to a person **we** appoint being allowed to undertake any risk surveys **we** require in connection with **your policy** cover.

Upon completing a risk survey, **we** may require **you** to undertake risk improvements designed to help protect **you**, **your business** and others against injury, loss or **damage**.

**You** must implement any risk improvements **we** require within the time **we** set out to **you** in writing, to maintain continuance of **your policy** cover.

### 5. Cancellation of the policy

- a) **We** may cancel **your policy** in line with **our Terms of Business** by sending **you** seven days' notice in writing to **your** last known address.
- b) **You** may cancel **your policy** in line with **our Terms of Business** by sending **us** cancellation instructions in writing.

**We** will return the **premium you** paid for the **period of insurance** that is left to run, if:

- **You** cancel the **policy** within the **cooling-off period**, or
- **We** cancel the **policy**.

If **you** cancel after the **cooling-off period**, as long as no **claim** has been made or is pending, **we** will return the **premium** for the **period of insurance** left to run, less any cancellation charge, in line with the **Terms of Business**.

### 6. Pay your premium and keep your payments up to date

**You** must pay all amounts due for the **period of insurance** on time and in full. If **you** do not, **you** will not be covered.

- a) Annual payments: **You** must complete payment of the **premium** amount in full and the payment must be cleared.
- b) Instalments: **You** must complete payment of all **premium** instalments on time and in full, in line with **your premium** payment plan agreement.
- c) Fees and charges: **We** will provide details in **our Terms of Business** of any additional fees and charges **we** apply.

If **you** do not pay **your premium** or any **premium** instalment, even if **you** have paid one or more instalment already, **your policy** will be cancelled in line with condition 5 in the General conditions of this **policy** booklet.

### 7. Disputes between you and us

If an issue cannot be resolved through **our** complaints process, any dispute between **you** and **us** under **your policy** must be referred to either:

- a) the Financial Services and Pensions Ombudsman (FSPO), or
- b) to 'arbitration', a process using an independent person known as an 'arbitrator' to help settle the dispute.

For the FSPO, **you** may use the contact details provided under the Complaints heading of this **policy** booklet, in the 'Introduction to your policy'.

For arbitration, the arbitrator will be appointed by agreement between **you** and **us**. If **we** cannot agree, the authorised body identified in the current arbitration legislation will appoint the arbitrator.

If **you** do not refer a disputed **claim** to arbitration with **us** within 12 months of **your claim** being turned down, **we** will treat the **claim** as if **you** have agreed not to pursue it.



# General exclusions of your policy

- ! Exclusions are **events** and **claims** that **we** will not cover under **your policy**.
- ! The following exclusions apply to **your whole policy**, in addition to any exclusions **we** have detailed in specific areas of **your policy**.
- ! It is important that **you** read and understand **your policy** exclusions. If **you** have any questions about an exclusion, **you** can contact **us** on 0818 18 18 18. If **you** have arranged **your policy** through a broker, please contact **your** broker directly.

No cover is provided under **your policy** for any of the following.

## 1. Radioactive contamination exclusion

**We** will not pay for any **claim**, loss, **damage**, cost, expense, consequential loss, financial loss, liability or injury of any kind directly or indirectly caused by, contributed to by or arising from:

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

## 2. Sonic bangs exclusion

**We** will not pay for any **claim**, loss, **damage**, cost, expense, consequential loss, financial loss, liability or injury of any kind which arises directly or indirectly from pressure waves caused by aircraft or other aerial or spatial devices travelling at sonic or supersonic speeds.

## 3. Consequential loss exclusion

**We** will not pay for any consequential loss (including, but not limited to, any loss of market, loss of profit, delay, fines or damages for breach of contract for late or non-completion of orders or any penalties of any kind or description) other than loss which is specifically insured under Section 2– Business interruption and under Section 4–Computer equipment.

## 4. Date recognition exclusion

**We** will not pay for any **claim**, loss, **damage**, cost, expense, consequential loss, financial loss, liability or injury which arises directly or indirectly from, or is traceable to, the failure or inability of any:

- electronic circuit, microchip, integrated circuit microprocessor, embedded system hardware, software, firmware, program, **computer equipment**, telecommunication or systems or any similar device; or
- media or systems used in connection with any of the foregoing, whether **your** property or not:
  - to correctly recognise any date as its true calendar date;
  - to 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;
  - to capture, save, retain, or correctly process any data as a result of the

# General exclusions

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 will not apply to any subsequent **damage** or business interruption which may arise from any such failure where the loss or **damage** is otherwise covered under the terms of this **policy**.

## 5. Cyber risks and electronic risks exclusion

- ! In line with the following cyber risks and electronic risks exclusion, **your policy** does not provide any cover for loss, **damage**, consequential loss, economic loss, or liability, which is caused by or which results from a cyber-attack.
- ! If **you** have concerns that **you** are, or **your business** is, susceptible to cyber-attack or hacking, or **events** or acts of this nature, **you** may need to seek professional advice about protecting **yourself** and **your business**.
- ! **You** may also wish to enquire about cyber protection insurance cover, which is available from some specialist insurance companies.

### 1. Meaning of words

This exclusion contains words and phrases with a special meaning. **We** have explained these meanings below. To help **you** identify these words and phrases, **we** have printed them in bold wherever they appear in singular or in plural, together with words and phrases explained under the 'General definitions' of this **policy** booklet.

- a) **Computer(s)** includes but is not limited to, any computerised or electronic: system; network; server; hardware; program; software; firmware; **data** (and any **data** storage device); record(s); information repository; microchip; integrated circuit or similar device (in **computer** equipment or non-**computer** equipment); electronic (digital or analog) device; communications device; cloud storage facility (including any other type of storage or back-up facility); microcontroller; intranet; extranet or website, whether owned by **you** or not.
- b) **Consequential loss** means any financial loss, or reduction in turnover or increased costs incurred, which is directly or indirectly caused by, contributed to by, arises from, or is occasioned by, or results from, any interruption to or interference with **your** personal or **business** activities, regardless of whether or not such loss has occurred due to loss or **damage** to any property, any **computers** or any **data**, whether owned by **you** or not.
- c) **Damage** or **damaged**, for the purpose of this cyber risks and electronic risks exclusion only, means physical loss of, or destruction of, or distortion of, or deletion of, or corruption of, or physical damage to, **computers**, or **data**, or any other type of property, regardless of whether such physical loss, destruction, distortion, deletion, corruption or physical damage, is partial or total or temporary or permanent in nature.
- d) **Data** includes but is not limited to (whether used in connection with a **business** or not):
  - i) any information, facts, records, lists, concepts, knowledge, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted, retrieved, received or stored by a **computer**; and
  - ii) any **computer** associated input or output.
- e) **Denial of service attacks** means any actions or instructions constructed or generated with the ability to **damage**, interfere with or otherwise affect the availability of **computer** or electronic networks, network services, network connectivity or information systems. **Denial of service attacks** include but are not limited to:
  - i) the generation of excess traffic into network addresses;
  - ii) the exploitation of system or network weaknesses;
  - iii) the generation of excess or non-genuine traffic between and amongst networks.
- f) **Hacking** means unauthorised access to any **computer** or other equipment or component or system or item which processes, or stores, or transmits, or retrieves or receives **data**, whether owned by **you** or not.

### Cyber risks and electronic risks exclusion – continued

- g) Liability** means any amount (including all legal costs and expenses) that **you** are held legally liable to pay:
- i)** for death, **bodily injury** (including any form or variety of mental injury, anguish, distress, nervous shock, trauma, psychological condition or disorder) or disease; or
  - ii)** for loss or **damage** to property or for any type of financial loss (including fines and penalties); or
  - iii)** for defamation, or libel or for any breach of data protection legislation, to any person, or group of people (whether employed by **you** or not), or to any institution, business organisation, firm, company or club.
- h) Malicious or damaging code** means any program code, programming instruction or any set of instructions intentionally constructed with the ability to **damage**, interfere with or otherwise adversely affect **computer** programs, **data** files or operations whether involving self-replication or not. A malicious or damaging code can include but is not limited to:
- i) computer** viruses, worms, Trojan horses, malicious **data** files or similar mechanisms; and
  - ii)** any form or variation of phishing; and
  - iii)** internet bots, spyware and adware or any such generally legitimate software when being used for malicious, or criminal, or unauthorised or illegal purposes.

#### 2. What is not insured

This **policy** does not provide any cover for any **claim**, loss, **damage**, cost, expense, **consequential loss**, or **liability** in respect of, or to, any **computer** or **data**, whether owned by **you** or not, where such loss, **damage**, cost, expense, **consequential loss** or **liability** is directly or indirectly caused by, contributed to by, arises from, or is occasioned by, or results from, any of the following:

- a)** the malicious or negligent transfer, electronic or otherwise, of a **computer** program that contains a **malicious or damaging code**;

- b) hacking or denial of service attacks**;
- c)** temporary or permanent impairment in the functionality, availability, range of use or accessibility of any **data**, any software or any **computer** programs, caused by or at the direction of any person or group of people or foreign power, government or country;
- d)** a deliberate malicious act by or at the direction of:
- i)** any person or group of people or foreign power, government or country which does not involve physical force or physical violence;
  - ii) you** or to which **you** have consented;
  - iii)** any person representing **you**, or by a service provider **you** have engaged, or by any of **your employees**.

In addition to the above and for the avoidance of doubt, this **policy** of insurance:

- e)** does not provide any cover in respect of the commercial value, goodwill value or monetary value of any **data** held on any **computer** or which is used by **you** in connection with **your** personal or **business** activities;
- f)** does not provide any cover in respect of any cost or expense incurred in:
- i)** retrieving, or restoring, or reproducing, or reconstituting, or rewriting, or replacing, any **data**;
  - ii)** re-inputting any **data** on any **computer**;
  - iii)** reinstalling or upgrading any **computer** or **data** software.

(unless such cost or expense is specifically covered under any property damage or business interruption sections of this **policy**, which are operative and for which the appropriate **premium** has been paid),

- g)** does not provide any cover for any cost or expense in respect of, or associated with, any ransom demand.

### Cyber risks and electronic risks exclusion – continued

#### 3. Exceptions to this exclusion

Subject to the terms, exceptions, exclusions, provisions, limitations and conditions of this **policy**, the provisions of this Cyber risks and electronic risks exclusion will not apply in the following instances:

##### A. Provided:

- i) there is a section under this **policy** which provides cover for physical loss of or physical **damage** to property; and
- ii) that section is operative at the time any physical loss or physical **damage** occurs; and
- iii) **your** property is insured under that section of this **policy** against physical loss or physical **damage** which is directly caused by the occurrence of any of the **perils** stated below, **we** will **indemnify you** in respect of physical loss or physical **damage** to **your** property which is directly subsequent to the occurrence of any of the events outlined in 2 a) to 2 d) above, which has been directly caused by the occurrence of any of the following **perils**:

##### 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) Impact by aircraft or other aerial devices or articles dropped therefrom.

##### d) Explosion:

- i) of boilers used for domestic purposes only;
- ii) of gas used for domestic purposes or used for lighting or heating the **buildings**;
- iii) other explosion;

but excluding **damage** caused by the bursting of any boiler, economiser or other vessel, machine or apparatus belonging to **you** (or under **your** control), in which internal pressure is due to steam only.

##### e) Storm and **flood**, but excluding **damage**:

- i) by frost, **subsidence**, ground **heave** or **landslip**;
- ii) to fences, yards, car parks, roads, drives, pavements, gates and moveable property **in the open**; or
- iii) attributable solely to change in the **water table** level.

The most that **we** will pay to **you** in respect of any one loss or **claim** or series of **claims** arising from one **event**, is the amount that the lost or **damaged** property is insured for under this **policy** or the **inner limit** that applies to such physical loss or physical **damage** or item or items of property.

##### B. Provided:

- i) there is a section under this **policy** which provides cover for business interruption; and
- ii) such section is operative at the time any subsequent physical loss or physical **damage** for which cover is provided under 3A. above occurs; and
- iii) **we** have agreed to **indemnify you** in respect of the subsequent physical loss or physical **damage** to **your** property as provided for under 3A. above;

**we** will **indemnify you** in accordance with the terms, exceptions, exclusions, provisions, limitations and conditions of the business interruption section of this **policy** in respect of any financial loss that **you** suffer which is directly due to the interruption of, or interference with any **business** which is insured by this **policy** which is directly caused by the occurrence of fire or lightning or impact by aircraft or explosion or storm or **flood** as described in 3A.

The most that **we** will pay to **you** in respect of anyone loss or **claim**, or series of **claims** arising from one **event**, is the relevant **sum insured** under the business interruption section or any applicable **inner limit** that applies under the business interruption section.

**!** In the event that any part of this exclusion is found to be invalid or unenforceable, the remainder will remain in full force and effect.

### 6. War exclusion

**We** will not pay for any **claim**, loss, **damage**, cost, expense, consequential loss, financial loss, liability or injury which is caused by or which is a direct consequence of war, invasion, act of foreign enemy, hostilities or armed conflict (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

### 7. Terrorism exclusion

**We** will not pay for any **claim**, loss, **damage**, cost, expense, consequential loss, financial loss, liability or injury directly or indirectly caused by, contributed to by or arising from:

- a) An act of terrorism, regardless of any other cause or **event** contributing to a loss, including any action taken to control, prevent or suppress, or in any way relating to an act of terrorism.

**We** define an act of terrorism as an act or threat of force or violence by any person or group, whether acting alone or on behalf of or in connection with any organisation or government, committed for political, religious, ideological, ethnic or similar purpose to influence any government or to place the public, or any section of the public, in fear.

- b) Biological or chemical contamination, missiles, bombs, grenades or explosives due to any act of terrorism.

**We** define contamination as contamination, poisoning or preventing or limiting the use of objects due to the effects of chemical or biological materials.

If **we** claim that any loss, **damage**, cost, expense, consequential loss, financial loss, liability or injury is not covered by this **policy** because of this General exclusion, **you** must prove otherwise.

**!** In the event that any part of this general exclusion is found to be invalid or unenforceable, the remainder will remain in full force and effect.

### 8. Sanctions exclusion

**We** will not provide cover and will **we** not make any payment or provide any service or benefit to **you** or any other party entitled to **indemnity** under this **policy** to the extent that such cover, payment, service, benefit and/or any **business** or activity **you** are involved in would violate any applicable trade or economic sanctions, laws, regulations, prohibitions or restrictions under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or otherwise to sanction laws or regulations to which Irish citizens or businesses are bound or required to comply with.

### 9. VAT (Value Added Tax) exclusion

To the extent that **you** are accountable to the tax authorities for value added tax, all **claims** payable under this **policy** shall be exclusive of value added tax.

### 10. Fracking exclusion

**We** will not pay for any **claim**, loss, **damage**, cost, expense, consequential loss, financial loss, liability or injury which is directly or indirectly caused by, contributed to by, arises from, or is occasioned by, or results from, fracking or any other form of hydraulic fracturing.

### 11. Government order exclusion

We will not pay for any **claim**, loss, **damage**, cost, expense, consequential loss, financial loss, liability or injury, of any kind, which is directly or indirectly caused by:

- confiscation,
- detention,
- destruction,
- nationalisation,
- requisition, or
- enforcement,

on the order of any government, or any government agency, or any public authority, or any foreign power, or any country.

### 12. Currency fluctuations exclusion

We will not pay for any **claim**, loss, **damage**, cost, expense, consequential loss, financial loss or liability of any kind which is directly or indirectly caused by, contributed to by, arises from, or is occasioned by, any fluctuations of any currency that **you** trade in or accept payment in, for **goods** or services in the conduct of **your business**.

### 13. Radon exclusion

We will not pay for any **claim**, loss, **damage**, cost, expense, consequential loss, financial loss, liability or injury which is directly or indirectly caused by, contributed to by, arises from, or is occasioned by, or results from, radon gas or any other naturally occurring gas which can **damage** or be harmful to property, or humans or animals.

### 14. Mica exclusion

We will not pay for any **claim**, loss, **damage**, cost, expense, consequential loss, financial loss, liability or injury which is directly or indirectly caused by, contributed to by, arises from, or is occasioned by, or results from mica or any other similar minerals, sulphides, contaminants or impurities which can cause defects in **buildings** and **building** materials.

### 15. Pyrite exclusion

We will not pay for any **claim**, loss, **damage**, cost, expense, consequential loss, financial loss, liability or injury which is directly or indirectly caused by, contributed to by, arises from, or is occasioned by, or results from pyrite or any other similar minerals, sulphides, contaminants or impurities which can cause defects in **buildings** and **building** materials.

### 16. Business closure or liquidation exclusion

All cover provided by this **policy** will be terminated with immediate effect if:

- a) the **business** is wound up; or
- b) a liquidator, receiver or examiner is appointed to the **business**; or
- c) the **business** is permanently discontinued; or
- d) the **business** is sold (the date of transfer of ownership).

### 17. Failure to comply with any law, legislation or regulation exclusion

We will not pay for any **claim**, loss, **damage**, cost, expense, consequential loss, financial loss, liability or injury of any kind which is directly or indirectly caused by, contributed to by, arises from, or is occasioned by, or results from **your** fraudulent or intentional or reckless breach or disregard of any law, legislation or regulation which **you** are legally required to comply with.



### 18. Illegal substances and illegal crops exclusion

**We** will not pay for any **claim**, loss, **damage**, cost, expense, consequential loss, financial loss, liability or injury of any kind which is directly or indirectly caused by, contributed to by, arises from, or is occasioned by, or results from the growing, or cultivation or storage of any illegal substances or illegal plants or crops.

### 19. Data protection regulations breaches exclusion

**We** will not pay for any **claim**, fines, penalties, punitive damages or exemplary damages which are levied or imposed on **you** under any legal authority for non-compliance with or for a breach of any data protection legislation or the infringement or breach of any person's or group's legal rights.

### 20. Virtual currencies exclusion

**We** will not pay for any **claim**, loss, **damage**, cost, expense, consequential loss, financial loss or liability that **you** incur in respect of or to any virtual currency, including but not limited to, crypto-currencies and crypto-tokens. **We** will also not pay for any loss, **damage**, cost, expense, consequential loss, financial loss or liability that **you** incur which is caused by or which results from the fluctuation in value or reduction in value of any virtual currency.

### 21. Wind turbines exclusion

**We** will not pay for any **claim**, loss, **damage**, cost, expense, consequential loss, financial loss, liability, or injury which is directly or indirectly caused by, contributed to by, arises from, or is occasioned by, or results from wind turbines or their accessories, or their services or ancillary equipment.

### 22. Genetically modified crops and organisms exclusion

**We** will not pay for any **claim**, loss, **damage**, cost, expense, consequential loss, financial loss, liability or injury which is directly or indirectly caused by, contributed to by, arises from, or is occasioned by, or results from:

- a) the research into, testing of, production or supply of any genetically modified crop or genetically modified organism, where any loss, **damage**, cost, expense, consequential loss, financial loss, liability or injury may be attributed directly or indirectly to the genetic characteristics of such crop or organism.
- b) the presence of any genetically modified crops or organisms in any animal feeds or food **products** for human consumption.

### 23. Shortage of utility supplies exclusion

**We** will not pay for any loss, **damage**, liability, **claim**, cost or expense of any nature whatsoever resulting from, or directly or indirectly caused by or contributed to by, or arising out of or in connection with:

- i) any deliberate or intentional act of a supply undertaking in withholding, cutting off, interrupting, rationing or restricting the supply of water, gas, electricity, fuel, telecommunications, or wireless network services or any other type of utility service, or
- ii) the inability of a utility supplier to continue to provide or maintain their service or supply of water, gas, electricity, fuel, telecommunications, or wireless network services or any other type of utility service,

due to any shortage or the unavailability or the interruption of, or the fear or threat (whether actual or perceived) of any shortage, unavailability or interruption (whether permanent or temporary or total or partial in nature) of any supplies, materials, fuels or services that the utility supplier requires to enable them to operate their business and supply the utility that they manufacture, or produce, or create, or supply, or provide to **you**.

### 24. Excess

An **excess** is the part of a **claim** cost that **you** must pay. **Excesses** apply to certain types of **claims**. The **excesses** that apply to **your policy** are recorded in **your schedule**. In the **event** of a valid **claim** under **your policy**, **we** will, after **we** have applied all other **policy** terms, conditions, limitations, exclusions and exceptions, reduce any amount that **we** are liable to pay in respect of the **claim** by the amount of the relevant **excess** that is applicable to **your policy**.



# Claims conditions

- ! **You** need to meet the **claims** requirements detailed in **your policy**. If **you** do not, **your claim** may not be valid.
- ! The following conditions apply to any **claim** made under **your policy**, in addition to any **claims** conditions **we** have detailed in specific areas of **your policy**.
- ! It is important that **you** read and understand **your claims** conditions. If **you** have any questions about a condition, **you** can contact **us** on 0818 18 18 18.

**You** or any other person claiming under **your policy** must comply with the following **claims** conditions to avail of the full protection provided by **your policy**.

**You** must give **us** any information or assistance **we** require in line with these conditions and must never act fraudulently in any way.

If **you** do not take reasonable care to meet these **claims** conditions, **you** may face:

- a refusal to deal with **your claim**,
- no **claim** payment or reduced **claim** payment,
- an invalid or cancelled **policy**,
- difficulty buying insurance again,
- breaking the terms of any relevant loan or mortgage on **your insured property**.

## 1. Your obligations

### a) Tell us about any event which could lead to a claim

**You** must tell **us** within 48 hours after **you** become aware of any **event** which may lead to a **claim** under **your policy**, or any possible prosecution or inquest which may give rise to liability under **your policy**. **You** must do this whether a **claim** will be made or not. Call 0818 18 18 18.

### b) Do not indicate responsibility

**You** must not admit or deny responsibility for any **claim** made against **you**, or make any offer, agreement, negotiations, or promise of payment or reimbursement, without **our** prior consent.

### c) Report to An Garda Síochána if necessary

After **you** become aware of any **event** of theft, attempted theft, vandalism, or any other malicious and deliberate act, **you** must make a report within 24 hours to:

- An Garda Síochána, or
- The relevant police authority with jurisdiction where the **event** occurs.

**You** must also let these authorities give **us** any information or help **we** may need.

### d) Protect against further loss or damage

**You** must carry out and allow any emergency action to be taken which may be reasonably practical to:

- reduce loss,
- prevent further **damage** or injury, and
- minimise any interruption to or interference with the **business**.

### e) Get our approval for repairs

**You** must not go ahead with any repairs (except for emergency repairs to limit **damage** or injury) without **our** approval. Where emergency repairs are carried out, **you** must keep any **damaged** property for **our** inspection.

### f) Forward correspondence

As soon as **you** receive it and without answering it, **you** must:

- Send **us** any letter, **claim**, legal proceedings, summons, or other notice in connection with any **event**.
- Send **us** any letter or communication from the Personal Injuries Assessment Board (PIAB).

## Your obligations – continued

### g) Give us any information we need

Within 30 days\* after an **event**, or within any further period as **we** may allow, **you** must give **us** at **your** own expense:

- Full information about the **claim** including:
  - any property or parts of it that are lost or **damaged**, and
  - the cause.

These details must be as accurate as is reasonably possible.

- An estimate of the monetary amount of loss or **damage** taking into account the reinstatement cost of any property at the time of the loss.
- Details of any other insurance covering the property or liability insured by **your policy**.
- Receipts, invoices, valuations, evidence of ownership or financial loss and any further proof of **your claim** as **we** may reasonably require.
- If requested, a declaration of the truth of the **claim** and of any matter related to it.

\*The period within which **you** must deliver this information is 7 days if **you** have a **claim** for injury, loss or **damage** caused by riot, civil commotion, strikers, locked-out workers, people taking part in labour disturbances or malicious acts.

### h) Assist us during the claims process

**You** must give **us** any further help, assistance, cooperation or information as **we** may reasonably require during the **claims** process.

## 2. Discharge of liability

If **we** have to make a payment to more than one **insured person** in the **event** of a **claim**, the maximum amount **we** will pay regardless of the number of people insured, will be the specific **limit of indemnity** recorded in this **policy** booklet or **your schedule**, including any applicable **endorsements**.

**!** A **limit of indemnity** or **limit of liability** is a maximum amount **we** will pay under **your policy**. **We** may apply different limits under **your policy** in different ways. For example, a **sum insured**, an **inner limit**, or a standard cover limit forming part of the specific terms and conditions recorded in this **policy** booklet, **your schedule** and any applicable **endorsements**.

### Single contract

For the purposes of **your sums insured**, the **limits of indemnity** and any other restrictions on the amount of **our** liability, **we** will treat **you** and all other persons with the right to cover under **your policy** as one party or legal entity. This means there will be only a single contract of insurance, that is, a contract between:

- **us** as one party, and
- **you** and all other persons with the right to **indemnity** as the other party.

### Costs and expenses

**We** may at any time pay the **limit of indemnity** or the **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. If costs and expenses are payable in addition to the **limit of indemnity**, **we** will be liable only for costs and expenses incurred before the date **we** pay the settlement amount. **We** will then treat the **claim** as closed and have no further liability.

If there is a **claim** for which **you** are entitled to **indemnity** under Section 3A–Public liability or Section 3B–Product liability of this **policy**, and it results in any person or persons being entitled to recover an amount from **you** that is greater than the **limit of indemnity**, **we** will be liable only for associated costs and expenses limited to the proportion that the **limit of indemnity** bears to the amount the person or persons are entitled to recover from **you**.

## 3. Our rights in the event of a claim or recovery

### A. To salvage

We will be entitled to:

- Enter or take possession of the **buildings** where the loss or **damage** occurred, and
- Access or take possession of any **insured property**,

at any time during the course of a **claim**.

This condition will not make **us** responsible for **your** property or impact on any other condition under the **policy** that applies to **you** or **us**.

**You** may not abandon any property to **us** for **us** to deal with.

### B. To defend or settle legal action

**We** can take over and manage legal proceedings in **your** name, or in the name of any other **insured person**. This may be to defend, settle or prosecute any **claim** for insurance cover or damages.

### C. To take legal action to recover payment

**We** can take proceedings in **your** name, or in the name of any other **insured person** to recover any payment **we** have made under **your policy**, at **our** own expense.

### D. To your cooperation

**We** can decide how any proceedings or **claim** settlements are handled. **You**, or any other **insured person**, must give **us** all the information and help **we** require.

### E. Reinstatement

If **we** choose or become obliged to reinstate or replace any property, **you** must at **your** own expense, produce and give to **us** all such plans, documents, books and information as **we** may reasonably require.

**We** will not be obliged to reinstate exactly or completely, but only as circumstances allow and in a reasonable manner. **We** will not in any case be bound to spend more than the **sums insured** or **limits of indemnity** on any insured item.

## 4. Fraud

**You** must not act in a fraudulent way. No cover will apply:

- if **you** or any person entitled to cover under **your policy** makes a **claim** knowing it to be false or fraudulent in any way, or
- if **damage** is caused by any deliberate act or with **your** consent or involvement or the involvement of anyone acting on **your** behalf.

**We** may keep **your** full **premium** if **your policy** is cancelled due to fraud.

## 5. Compensation fund

If at the time any **claim** arises under **your policy**, there is a compensation fund in place covering the same liability, loss or **damage**, **we** will not be liable to make any payment under **your policy**.

## 6. Other insurance or contribution

! Paragraphs **a)** and **b)** below apply to all sections of **your policy** except Section 1B–Money and Section 6–Personal accident.

If at the time of any insured **event**, there is any other insurance covering **your** interest in the lost or **damaged** property the following conditions will apply:

- a)** We will only pay **our** share of any loss, **damage**, cost or expense.
- b)** **Your policy** cover, if not already subject to any conditions applying in the event of **underinsurance**, will be subject to any **underinsurance** conditions applying under the other insurance, in the same way.

! Paragraph **c)** below applies to: Section 3A–Public liability; Section 3B–Product liability; and Section 3C–Employer’s liability.

- c)** If at the time of any **event** or **claim**, there is any other policy of **indemnity** or insurance in place to cover the same **event** or **claim**, we will treat **your policy** with **us** as if it does not exist, except for the purpose of **you** recovering amounts in excess of what the other policy of **indemnity** or insurance is intended to cover.

## 7. Subrogation waiver

In the **event** of a **claim** arising under **your policy**, we agree to waive any rights, remedies or relief which **we** may become entitled to, by **subrogation** against:

- a)** any company standing in relation of parent to subsidiary (or subsidiary to parent) to **you**, or
- b)** any company which is a subsidiary of a parent company, of which **you** are also a subsidiary,

in each case as defined by current law at the time of the **event** or **damage**.

## 8. VAT (Value Added Tax) exclusion

To the extent that **you** are accountable to the tax authorities for value added tax, all **claims** payable under this **policy** shall be exclusive of value added tax.

## 9. Additional claims conditions

The additional **claims** conditions set out in

- Section 1B–Money–Assault extension, and
- Section 6–Personal accident,

will also apply to any **claim** under those sections.



# Additional risk management conditions

- ! **You** need to meet the requirements detailed in **your policy** conditions. If **you** do not, **your policy** cover may not be valid.
- ! Each of the following additional risk management conditions, will only apply to **your policy** if **we** have specifically recorded the condition by **endorsement** in **your schedule**.
- ! It is important that **you** read and understand **your policy** conditions. If **you** have any questions about a condition, **you** can contact **us** on 0818 18 18 18. If **you** have arranged **your policy** through a broker, please contact **your** broker directly.

## Portable heating conditions

If **we** have recorded 'Portable heating conditions' by **endorsement** in **your schedule**, the following additional risk management conditions will apply to **your policy**.

**You** must not use or store on **your premises**, any:

- paraffin heaters or their fuel containers,
- portable gas heaters or their fuel containers, or
- portable electric heaters,

unless **we** have specifically agreed to this prior to their use or storage.

## Recharging battery vehicle guidelines

If **we** have recorded 'Recharging battery vehicle guidelines' by **endorsement** in **your schedule**, the following additional risk management conditions will apply to **your policy**.

Where any forklift trucks or other battery-powered vehicles are recharged inside the **buildings**:

- **You** must keep any combustible materials at a minimum of three metres from the recharging area.
- **You** must not carry out recharging of any vehicle while the **premises** is left unattended.

## Electrical prevention maintenance

If **we** have recorded 'Electrical prevention maintenance' by **endorsement** in **your schedule**, the following additional risk management conditions will apply to **your policy**.

**Your insured property** is subject to an ongoing electrical risk assessment and preventative maintenance programme. To meet the requirements of this programme under **your policy**, **you** must:

- a) Make sure that testing and certification of **your** electrical installations is carried out:
  - in accordance with the current Electro Technical Council of Ireland (ETCI) 'National Rules for Electrical Installations',
  - by a competent electrician accredited to either the ECSSA or RECI, and
  - at regular intervals determined by the accredited electrician, but obtaining re-certification at a minimum of every three years.
- b) Make sure that thermo graphic surveys are carried out:
  - by a competent electrician accredited to either the ECSSA or RECI,
  - covering all electrical units including but not limited to transformers, main switches, high-voltage cable runs, main distribution panels and switches, key motors, pumps, control panels and bearings of running equipment and portable electrical appliances, and
  - at regular intervals determined by the accredited electrician, but at a minimum of every 6 to twelve months.

## Electrical prevention maintenance – continued

- c) Make sure that any electrical equipment which is **damaged** or showing signs of overheating or stress is taken out of service upon discovery and repaired or replaced without delay.
- d) Make sure **your** assessment and preventative maintenance programme is documented and available to **us** for inspection at **our** request.

## Hot work permit

If **we** have recorded 'Hot work permit' by **endorsement** in **your schedule**, the following additional risk management conditions will apply to **your policy**.

Before any naked flame or other heat source, or oxyacetylene electric arc or similar welding, cutting, grinding or spark-emitting equipment is used at the **premises** by:

- **you**,
- any **employee**,
- any third-party contractor, or
- any other person,

**You** must:

- Make sure that a hot work permit is completed jointly by the person responsible for carrying out the work and **your** safety officer or nominated person.
- Make sure the precautions and systems of work shown in the designated hot work permit are complied with.

## Deep frying equipment

If **we** have recorded 'Deep frying equipment' by **endorsement** in **your schedule**, the following additional risk management conditions will apply to **your policy**.

**You** must

- a) 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.

- b) Make sure Deep frying equipment is serviced and deep cleaned at least once every 6 months, either by the installer, or by another 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, and
  - cleaning surfaces inside the extraction ducts and fans.
- c) Make sure that all frying equipment, extraction equipment and ducts are securely fixed and are not touching any combustible materials such as timber floors or composite panels (insulated wall or roof panels constructed of metal sheeting material bonded to an insulation core).

## Paint spraying

If **we** have recorded 'Paint spraying' by **endorsement** in **your schedule**, the following additional risk management conditions will apply to **your policy**.

**You** must:

- a) Make sure any spraying of paints or varnishes with a flash point below 32 degrees centigrade is carried out in a designated paint spraying area which is enclosed by non-combustible materials and which has mechanical extraction to the open air.
- b) Make sure any electrical installations within the designated paint spraying area, including those for lighting and extraction, are of spark-proof construction.
- c) Make sure any heating within the designated paint spraying area is of the black-heat type with fully enclosed elements.
- d) Make sure only one day's supply of flammables are kept in the designated paint spraying area or adjacent to the designated paint spraying area.
- e) Make sure any other flammables being stored are kept in a designated enclosed steel bin or, if the stocks are substantial, are kept in a store with high and low level vents to the open air or a forced flameproof extractor at floor level.



### Storing combustible materials in the open

If **we** have recorded 'Storing combustible materials in the open' by **endorsement** in **your schedule**, the following additional risk management conditions will apply to **your policy**.

**You** must:

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

### Oily rags

If **we** have recorded 'Oily rags' by **endorsement** in **your schedule**, the following additional risk management conditions will apply to **your policy**.

**You** must make sure, where kept in the **buildings** overnight, any:

- oily or greasy cleaning cloths or wipes, or
- cloths or wipes used with solvents or any other flammable liquid,

are stored in metal containers with hinged metal lids.

### Composite panels

If **we** have recorded 'Composite panels' by **endorsement** in **your schedule**, the following additional risk management conditions will apply to **your policy**.

Where any **building** contains or is constructed with composite panels (a panel constructed of metal sheeting material bonded to an insulation core which is commonly highly combustible), **you** must:

- a) Make sure suitable fire extinguishers are kept in all cooking areas.
- b) Make sure any ducting, conduits, wiring or hot flues passing through composite panels are adequately protected within fire-resistant

sleeves and inspected at least once a week to check for **damage**.

- c) Make sure that any defect found in a composite panel is rectified without delay, or that the defective panel is replaced within 7 days by a panel with a non-combustible core.
- d) Make sure any repairs to composite panels do not involve the use of welding, grinding or cutting equipment or other obvious sources of sparks or heat.
- e) Make sure that all heat sources such as cooking or refrigeration equipment are kept at least two metres away from any composite panels, or that the panelling has a non-combustible core.
- f) Make sure that any work which involves applying heat is only carried out in line with a hot work permit which has been issued for the work.
- g) Make sure that any contractor carrying out work has adequate public liability insurance and has given **you** sight of their policy of insurance.

### Minimum physical security standards

If **we** have recorded 'Minimum physical security standards' by **endorsement** in **your schedule**, the following additional risk management conditions will apply to **your policy**.

**You** must implement the following security measures within 8 weeks after the activation of this risk management condition on **your policy** and make sure all measures are in operation whenever the **premises** is left unattended.

#### 1. Doors

The following conditions apply for:

- all external doors (including wicket gates), and
- all internal doors leading to
  - any parts of the **premises you** do not occupy, or
  - any other premises **you** do not occupy.

#### Timber or steel doors

**You** must make sure any timber or steel doors are secured by either:

## Minimum physical security standards – continued

- 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. for doors other than final exit doors, two key-operated security bolts, one fitted approximately 300mm from the top of the door and the other approximately 300mm from the bottom of the door.

In addition to the above, **you** must make sure each outward opening door is fitted with security bolts at the top of the door and at the bottom of the door.

### Aluminium or UPVC doors

**You** must make sure any aluminium or UPVC doors are secured by a cylinder operated mortise deadlock or a deadlocking multi-point locking system.

### Roller shutter doors

**You** must make sure any roller shutter doors are 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

**You** must make sure any horizontal sliding or folding doors are 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

**You** must for any double leaf doors:

- Make sure the final closing leaf is secured by the appropriate locks detailed above.
- Make sure the first closing leaf is secured by flush bolts or key-operated security bolts at the top and at the bottom, throwing into the framework and sill.

### Doors at designated fire exits

In place of the above requirements, **you** must make sure any door designated as a fire exit is secured by a panic bar, with a mechanism to engage a vertical bolt securely at the top and at the bottom of the door.

## 2. Windows

**You** must make sure that:

- any ground floor or basement opening window or skylight, or
- any other window or skylight accessible from a deck, roof, balcony, canopy, fire escape or downpipe,

is 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

**You** must make sure that:

- all keys to doors, safes and strong rooms, and
- all notes of combination-lock numbers to safes and strong rooms,

are removed from the **premises** at night and at all other times when the **premises** is unattended and closed.

# COVER SECTIONS



## Section 1–Property damage

### i What is property damage cover?

The purpose of this section is to protect **your insured property**, in case of loss or **damage** caused by specific insured **events**. Cover can be provided for:

- Section 1A–Buildings, trade contents and stock,
- Section 1B–Money,
- Section 1C –Goods in transit,
- Section 1D –Deterioration of stock.

**Your schedule** will confirm which covers are included under **your policy** and further details of the insurance provided in each area, are outlined below.



### Section 1A–Buildings, trade contents and stock

- ! The cover outlined in this section will only apply to **your policy** if it is recorded in **your schedule**. If it is not recorded in **your schedule**, no cover will apply.
- ! Cover is subject to the **limits of liability**, conditions and exclusions recorded in **your schedule** and in this **policy** booklet.
- ! **You** must keep any **sum insured you** give us at its correct level, in line with general condition 2 of **your policy**. If **you** do not do this, **you** will be **underinsured**.

### i What is buildings, trade contents and stock cover?

The purpose of this section is to cover **your buildings, trade contents or stock** in the **event** of loss or **damage** caused by specific insured **perils**. A **peril** is an **event** detailed in the terms and conditions of **your policy**, which may cause loss or **damage** and give rise to a valid **claim**.

For full details about the **perils** that are and are not covered under **your policy**, **you** will need to read **your schedule** and any applicable **endorsements**, together with this **policy** booklet.

Further details of the cover provided by Section 1A–Buildings, trade contents and stock, if it is insured under **your policy**, are outlined below.

### Cover

**We** will cover **your insured property** in the **event** of loss or **damage** caused by any of the following **perils** (1 to 12), unless cover for the **peril** is specifically

excluded under **your policy**. If **we** exclude a **peril** from **your policy**, **we** will record this in **your schedule**.

Unless **we** have recorded otherwise in **your schedule**, an **excess** of €1,500 will apply to any valid **claim** for **subsidence**, ground **heave** or **landslip** (**peril** 10). An **excess** of €250 will apply to valid **claims** for all other **perils**.

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#### Perils:

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#### 1. a) Fire

But excluding **damage** caused by:

- i) Explosion resulting from fire.
- ii) The **insured property** undergoing any process involving the application of heat.

#### b) Lightning

#### c) Earthquake and subterranean fire

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## Cover

2. Impact by aircraft, drones, or other aerial devices or articles dropped from them

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 **you** (or under **your** control), in which internal pressure is due to steam only.

! If there is a steam boiler, economiser or other vessel, machine or apparatus on **your premises, you** may wish to purchase engineering insurance to cover **damage** from explosion of this boiler.

4. Riot, civil commotion or people taking part in labour disturbances, or malicious people or vandals not acting on behalf of, or in connection with, any political organisation

But excluding:

- a) **Damage** arising from confiscation, requisition or destruction by order of the government or any public authority.
- b) **Damage** arising from the cessation of work.
- c) **Damage** occurring in the course of theft or attempted theft.
- d) **Damage** in connection with any **building** that is **unoccupied**.

5. Impact with the **buildings** by any road vehicle or animal, including any forklift truck or other industrial vehicle

6. Storm and **flood**

But excluding:

- a) **Damage** by frost, **subsidence**, ground **heave** or **landslip**.
- b) **Damage** to fences, yards, car parks, roads, drives, pavements, gates and moveable property **in the open**.
- c) **Damage** attributable solely to a change in the **water table** level.

7. a) Escape of water from any tank, apparatus or pipe

But excluding:

- i) **Damage** caused by water discharged or leaking from an installation of automatic sprinklers.
- ii) **Damage** in connection with any **building** that is **unoccupied**.

- b) Escape of oil from any fixed oil-fired heating installation

But excluding:

- i) Loss of or **damage** to any part or appliance from which the oil leaked, caused by wear, tear or gradual deterioration.
- ii) Loss or **damage** occurring in any **building** that is **unoccupied**.

! If **you** hire an environmental remediation expert or contractor without **our** prior agreement, **we** will not cover any loss or **damage** caused by leaking of oil or pollution. **We** have the right at all times to appoint a suitable expert or contractor of **our** own choice.

- 8. Accidental** escape of water from any automatic sprinkler system

But excluding:

- a) **Damage** caused by freezing in any **unoccupied building**.
- b) **Damage** caused by explosion, earthquake, subterranean fire or heat caused by fire.

- 9.** Theft or attempted theft

But excluding:

- a) Theft or **damage** which does not involve:
  - i) entry or exit using force and violence, from any part of the **buildings**, or
  - ii) actual or threatened assault or violence.
- b) Theft from or **damage** to any part of the **buildings** not occupied by **you** for the purpose of the **business**.
- c) Theft from or **damage** to property **in the open**.
- d) **Damage** to stained or plate glass, and any lettering or artwork on the glass.
- e) Theft of or **damage** to property in transit.
- f) Theft of or **damage** to **money** and securities of any description.
- g) Theft or **damage** brought about by or through:
  - i) any person lawfully in or on the **premises**, or
  - ii) any deliberate act by, or act with the consent or involvement of:
    - **you**
    - an **employee**, or
    - a member of **your household** who lives permanently at the **premises** as their sole or main residence.

- 10. Subsidence, ground heave or landslip**

But excluding:

- a) **Damage** 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) **Damage** caused by or consisting of the normal **settlement** or bedding down of new structures.
- c) **Damage** caused by or consisting of the **settlement** or movement of made-up ground.
- d) **Damage** caused by or consisting of coastal or river erosion.
- e) **Damage** caused by or consisting of defective design or workmanship, or the use of defective materials.
- f) **Damage** caused by the construction, demolition, structural alteration or structural repair of any property or any groundwork or excavation.
- g) **Damage** originating before the start date of cover under **your policy**.

- 11.** The breaking of:

- a) Fixed washbasins, toilet bowls, bidets, shower trays and baths.
- b) Fixed glass (all being sheet or plain glass) in doors and windows at the **premises**.
- c) Neon and illuminated signs.

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

- i) **Damage** to the contents of broken display windows.
- ii) The expense of removing and reinstating anything that would prevent the glass from being replaced.

## Cover

- iii) **Damage** to window frames and door frames.
- iv) The expense of boarding up windows.
- v) Lettering or artwork which is **damaged** at the same time as, and as a result of, the glass breaking.

**Our** liability under this additional cover for items i) to v) above will not exceed €1,300 in total in the **period of insurance**.

The following are excluded:

- i) Glass breaking while a **building** is being built.
- ii) Glass in light fittings, vehicles, vending machines, **stock**, glasshouses or greenhouses.
- iii) Glass or sanitary fittings in any **building** which is **unoccupied**.
- 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.
- vii) Glass or any sanitary fitting which was already cracked or broken at the start date of cover under **your policy**.
- viii) Failure of seals in any glass panel.

### 12. Other **accidental damage**.

But excluding:

- a) **Damage** caused by any of the above **perils** (1 to 11), whether insured under **your policy** or not.
- b) **Damage** specifically excluded from the above **perils** (1 to 12), whether insured under **your policy** 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 the above **perils** (1 to 11) and not otherwise excluded.
- iii) Faulty or defective workmanship, operational error or omission in any process or maintenance activity.
- iv) The correction of defects in design or content of any computer records or program and any costs and expenses.

This exclusion will not apply to any subsequent **damage** which may arise where the loss or **damage** is covered under the terms of **your policy**.

- d) **Damage** which is directly or indirectly caused by or contributed to by, arises from, or is occasioned by, or results from, or consisting of:
  - iii) Corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin or insects.
  - iv) Change in temperature, colour, flavour, texture or finish.
  - v) A deliberate or intentional act of a supply undertaking in withholding, cutting off, interrupting, rationing or restricting the supply of water, gas, electricity, fuel, telecommunications, or wireless network 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 any other utility service.
  - vi) The inability of a utility supplier to continue to provide or maintain their service or supply of water, gas, electricity, fuel, telecommunications, or wireless network 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 any other utility service.

- vii) Joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any associated steam and feed piping.
- viii) Mechanical or electrical **breakdown** or derangement of the particular machine apparatus or equipment in which the **breakdown** or derangement originates.

Items v) and vi) will not exclude:

- **damage** that itself results from any of the above **perils** 1 to 11) and that is not otherwise excluded; or
- subsequent **damage** that 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 shortage or inventory shortage, misfiling or misplacing of information or shortages due to error or omission.
- v) Erasure or distortion of information on computer systems or other records:
  - while mounted in or on any machine or data-processing apparatus, or
  - due to the presence of magnetic flux,

unless caused by **damage** that is not otherwise excluded in respect of the machine or apparatus used by **you** 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 or commissioning, servicing or repair.
- iii) Property in transit.
- iv) Vehicles licensed for road use (including their accessories), 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 **offshore** 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 the 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 the **damage**.



## Basis of claim settlement

### Basis of claim settlement

We will apply a specific basis of **claim** settlement in the **event** of any valid **claim** under Section 1A—Buildings, trade contents and stock, for:

- A. Buildings and trade contents.
- B. Patterns, plans, moulds, models, designs, documents, manuscripts, business books, computer systems records.
- C. Computer equipment.
- D. Stock.
- E. Property not specifically provided for.
- F. Rent.

#### A. Buildings and trade contents

We will pay the following for **buildings** and items of **trade contents**.

But excluding:

- Patterns, plans, moulds, models, designs, documents, manuscripts, **business** books, computer system records, and
- **Computer equipment**,

for which a more specific basis of **claim** settlement has been provided.

1. If the property is destroyed, the cost of rebuilding it (in the case of **buildings**) or replacing it with similar property.
2. 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, their condition when new.
3. With **our** consent, costs solely and necessarily incurred in order 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 after the **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 other extended timescale **we** have agree to.

However, no cover will be provided for:

- i) The cost of complying with any regulations or requirements or

undamaged portions of the property, other than foundations.

- ii) The additional cost of complying with any regulations or requirements, beyond making good the lost or **damaged** property to the same condition it was when new, as if the need to comply with any regulation or requirement had not arisen.
- iii) Any charge, tax, duty or assessment arising from capital appreciation as a result of complying with any such regulation or requirement.

4. The reasonable necessary cost, incurred with **our** consent, of removing debris and in dismantling, demolishing, shoring up and propping portions of the property and in clearing, cleaning or repairing drains, gutters, sewers and the like.

However, no cover will be provided for:

- i) Any costs or expenses incurred in removing debris from outside the site of the **premises** at which the **damage** has occurred, except from the area immediately beside that site.
- ii) Any costs or expenses arising from pollution or contamination of property not insured by this section.

5. Architect, surveyor or consulting engineer-fees **you** incur by necessity to reinstate the property. However this does not include costs or fees **you** incur in preparing any **claim** under **your policy**.
6. The cost of re-erection and fixing of machinery and plant resulting from **damage** caused by any of the insured **perils** (1 to 12) under the 'Cover' heading of Section 1A—Buildings, trade contents and stock.

#### Alternative basis of claim settlement

In specific circumstances, **we** may pay for the amount of **damage** on an **indemnity** basis. This means that **we** will make a deduction for depreciation, wear and tear. **We** will include within any payment on this basis, the cost of:

## Basis of claim settlement

### A. Buildings and trade contents – continued

- complying with **building** and other regulations,
- debris removal, and
- professional fees,

as detailed in the above items 3, 4 and 5 of this Basis of **claim** settlement for A. Buildings and trade contents, and subject to the provisions and exclusions of these items.

**Our** liability is limited to this alternative basis of **claim** settlement in the following circumstances:

- Until the cost of reinstatement is actually incurred.
- If the work of reinstatement is not carried out as quickly as is practical.
- If at the time it is **damaged** the property is covered by any other insurance that **you** purchase, or someone else purchases for **you**, and that other insurance does not have the same basis of **claim** settlement as set out under A. Buildings and trade contents above.
- If **your schedule** states that the alternative basis of **claim** settlement applies.

#### Day one

If a 'declared value' is recorded in **your schedule** against any item of **insured property**, day one cover will apply. This means that:

1. **We** will treat the 'declared value' as **your** assessment of the value of the **insured property** at the start of the **period of insurance** in line with paragraphs 1 to 6 of this basis of **claim** settlement for A. Buildings and trade contents, ignoring subsequent inflationary factors during the **period of insurance**.
2. Separately, **we** will include within the **sum insured** recorded in **your schedule**, an uplift determined by **you** for any inflation which may occur during the **period of insurance**.
3. **We** will base **our** assessment of any **claim** settlement for loss or **damage** on **your** declared value at the start of the **period of insurance**, up to a maximum of the **sum insured** recorded in **your schedule**.
4. **You** must update any declared values recorded in **your schedule** each time **you** renew **your policy** with **us**. If **you** do not, **we** will take **your** last declaration as the declared value for the next **period of insurance**.

#### Retention

In the case of **buildings**, **we** may hold back a percentage of the agreed **claim** amount until the rebuilding or repair work is complete.

- i) If the **claim** settlement amount is less than €40,000, the amount retained is 5% of the **claim** settlement amount.
- ii) If the **claim** settlement amount is €40,000 or more, the amount retained is 10% of the **claim** settlement amount.

**We** will pay this amount once **we** are satisfied that the works have been completed according to the scope and cost agreed and a final invoice is submitted.

**We** will give a reasonable time period for completion of the rebuilding or repair works and receipt of the final invoice. **We** will outline this time period in writing and it is usually three months. **We** will send **you** a reminder before this time period expires. **We** may consider an extension of this time period in certain circumstances.

If **we** do 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, **we** will close the **claim** file. **We** will then view the **claim** as having been settled in full.

#### Limit of liability

The most **we** will pay for loss or **damage**, under this Basis of claim settlement for A. Buildings and trade contents, is the **sum insured** recorded in **your schedule** for each item, or any lower or **inner limit** recorded in the specific terms and conditions of **your policy**.

If any **sum insured you** give **us**, as recorded in **your schedule**, is not at its correct level in line with general condition 2 of this **policy** booklet, or if any 'declared value' as recorded in **your schedule** is less than the full potential **claim** cost at the start of the **period of insurance**, the following **underinsurance** condition applies.

#### Underinsurance condition

If as arrived at in line with the above items 1 to 6 of this Basis of claim settlement for A. Buildings and trade contents:

## Basis of claim settlement

- any of **your sums insured** for **buildings** or **trade contents** at the time of loss or **damage** do not include a 'declared value' and are less than 85% of the full potential cost to make good the property for which they are recorded, or
- any of **your** 'declared values' for **buildings** or **trade contents** are at the start of the **period of insurance**, less than the full potential cost to make good the property for which they are recorded,

any **claim** payment **we** make will be reduced accordingly.

The level of reduction will be in proportion to **your** level of **underinsurance** and **you** will have to bear the difference. For example:

- If **you** have calculated **your sum insured** or **your** declared value in the **event** of total loss at €150,000,
- but the full potential cost of making good the property in line with the terms of **your policy** is actually €200,000,
- **we** would pay only 75% of any loss or **damage**, no matter what **your claim** amount is.

Please note this is only an example and it does not consider other settlement factors, such as **excess**.

To read more about how **you** can avoid **underinsurance** and **your** obligation to keep **your sums insured** at their correct levels, see condition 2 in the General conditions of this **policy** booklet.

### B. Patterns, plans, moulds, models, designs, documents, manuscripts, business books, computer system records

**We** will pay the following for patterns, plans, moulds, models and designs, documents, manuscripts, **business** books and computer system records:

1. The value of the material.
2. The cost of clerical labour required for reproduction.

However, no cover will be provided for:

- the value to **you** of the information in the material, or
- any expenses in connection with the production of information to be recorded in the material.

### C. Computer equipment

**We** will pay the following for **computer equipment** that is covered under Section 1A–Buildings, trade contents and stock, provided any replacement, repair or restoration work is completed without unreasonable delay:

1. If the property is lost or destroyed, **we** will pay the cost of replacing it with 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** cannot be obtained from the manufacturer or its agents at listed prices, **we** will pay for their replacement with similar parts of modern manufacture that can be obtained at listed prices.
2. If the property is **damaged**, **we** will pay the cost of repairing and restoring the **damaged** portions to a condition substantially the same as, but not better or more extensive than, the condition they were in when new. If, at the time of the **damage**, the necessary parts to repair the **damage** cannot be obtained from the manufacturer or its agents at listed prices, **we** will pay the cost of an equivalent repair to similar property of modern manufacture, for which all parts are obtainable at listed prices.

## Basis of claim settlement

### Limit of liability

The most **we** will pay for loss or **damage**, under this Basis of claim settlement for C. Computer equipment, is the **sum insured** recorded in **your schedule** for each item.

If any **computer equipment** has more specific insurance cover in place, or is covered under a manufacturer warranty, or a maintenance agreement, the cover **we** provide under Section 1A–Buildings, trade contents and stock, will be limited to any amount which **you** cannot recover elsewhere.

If any **sum insured you** give **us**, as recorded in **your schedule**, is not at its correct level in line with general condition 2 of this **policy** booklet, the following **underinsurance** condition applies.

#### **!** Underinsurance condition

If any of **your sums insured** for **computer equipment** at the time of loss or **damage**, are less than 85% of the full potential cost to make good the property for which they are recorded (as arrived at in line with the above items 1 and 2 of this Basis of claim settlement for C. Computer equipment), any **claim** payment **we** make will be reduced accordingly.

The level of reduction will be in proportion to **your** level of **underinsurance** and **you** will have to bear the difference. For example:

- If **you** have calculated **your sum insured** in the **event** of total loss at €150,000,
- but the full potential cost of making good the property is actually €200,000,
- **we** would pay only 75% of any loss or **damage**, no matter what **your claim** amount is.

Please note this is only an example and it does not consider other settlement factors, such as **excess**.

To read more about how **you** can avoid **underinsurance** and **your** obligation to keep **your sums insured** at their correct levels, see condition 2 in the General conditions of this **policy** booklet.

### D. Stock

**We** will pay the following for **stock** that is covered under Section 1A–Buildings, trade contents and stock:

1. If the property is destroyed, **we** will pay the value of the property at the time of its destruction, less a deduction for wear and tear or loss in value.
2. If the property is **damaged**, **we** 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, the condition of the property when it was new.
3. **We** will pay the reasonable necessary cost incurred with **our** consent in removing debris and dismantling, demolishing, shoring-up or propping portions of the property.

However, no cover will be provided for:

- i) Any costs or expenses incurred in removing debris from outside the site of the **premises** at which the **damage** occurred, other than from the area immediately beside that site.
- ii) Any costs or expenses arising from pollution or contamination of property not insured by this section.

### Limit of liability

The most **we** will pay for loss or **damage**, under this Basis of claim settlement for D. Stock, is the **sum insured** recorded in **your schedule** for each item.

If no specific **sum insured** is recorded in **your schedule** for removal of **stock** debris, the maximum **we** will pay for removal of **stock** debris will be limited to:

- 15% of **your stock sum insured**, or
- €33,000,

whichever is the lower amount.

If any **sum insured you** give **us**, as recorded in **your schedule**, is not at its correct level in line with general condition 2 of this **policy** booklet, the following **underinsurance** condition applies.

#### **!** Underinsurance condition

If any of **your sums insured** for **stock** at the time of loss or **damage**, are less than the full potential cost

## Basis of claim settlement

to make good the property for which they are recorded (as arrived at in line with the above items 1 to 3 of this Basis of claim settlement for D. Stock), any **claim** payment **we** make will be reduced accordingly.

The level of reduction will be in proportion to **your** level of **underinsurance** and **you** will have to bear the difference. For example:

- if **you** have calculated **your sum insured** in the **event** of total loss at €150,000,
- but the full potential cost of making good the property in line with the terms of **your policy** is actually €200,000,
- **we** would pay only 75% of any loss or **damage**, no matter what **your claim** amount is.

Please note this is only an example and it does not consider other settlement factors, such as **excess**.

To read more about how **you** can avoid **underinsurance** and **your** obligation to keep **your sums insured** at their correct levels, see condition 2 in the General conditions of this **policy** booklet.

### E. Property not specifically provided for

If **we** have agreed to insure any items which fall outside the definitions of '**buildings**', '**trade contents**' or '**stock**' and **we** have recorded these items in **your schedule**, the basis of settlement outlined under 'D. Stock' will apply.

### F. Rent

If **we** have agreed to insure any rent receivable or rent payable for the **buildings** under Section 1A–Buildings, trade contents and stock and **we** have recorded this in **your schedule**, **we** will pay the following:

1. If the loss relates to rent **you** receive, **we** will cover the actual reduction in rent received solely in consequence of the **damaged buildings**.
2. If the loss relates to rent **you** pay, **we** will cover the amount of rent **you** are required to continue paying for the **buildings**.

Cover will apply only from the date the **damage** happens and ending:

- when the **buildings** have been reinstated in a condition suitable for occupation, or
- 12 months after the date of the **damage**,

whichever is earlier.

### Limit of liability

If any **sum insured you** give **us**, as recorded in **your schedule**, is not at its correct level in line with general condition 2 of this **policy** booklet, the following **underinsurance** condition applies.

#### Underinsurance condition

If any of **your sums insured** for rent receivable or rent payable at the time of loss or **damage**, are less than the full potential cost of the annual rent receivable or annual rent payable at the start of the **period of insurance**, any **claim** payment **we** make will be reduced accordingly.

The level of reduction will be in proportion to **your** level of **underinsurance** and **you** will have to bear the difference. For example:

- if **you** have calculated **your sum insured** in the **event** of total loss at €150,000,
- but the full potential cost of making good the property in line with the terms of **your policy** is actually €200,000,
- **we** would pay only 75% of any loss or **damage**, no matter what **your claim** amount is.

Please note this is only an example and it does not consider other settlement factors, such as **excess**.

To read more about how **you** can avoid **underinsurance** and **your** obligation to keep **your sums insured** at their correct levels, see condition 2 in the General conditions of this **policy** booklet.

## Additional conditions

### ! Additional conditions

The following additional conditions apply to Section 1A–Buildings, trade contents and stock

#### 1. Intruder and fire alarms guidelines

If all or any part of **your insured property** is protected by:

- a security or intruder alarm, or
- a fire alarm,

and if **we** have recorded under the terms of **your policy** that an alarm is required, **you** must meet the following conditions.

If **you** do not meet these conditions, **we** may not be in a position to accept any **claim you** have under Section 1A–Buildings, trade contents and stock:

- for an **event** or attempt of theft or malicious **damage** – if security or intruder alarm conditions are not met, or
- for a fire – if fire alarm conditions are not met.

**You** must:

- Make sure the alarm is tested at least weekly and:
  - always set in active mode in the case of a fire alarm, or
  - in the case of an intruder or security alarm, make sure that it is turned on and fully set in active mode whenever the alarmed portion of the **premises** is closed for **business**, or is not attended by **you** or by a person **you** have made responsible for the security of the **premises**.
- Make sure the alarm system is installed by a registered installer in line with the manufacturer specifications, or any other specification **we** have required or agreed to.
- Make sure the alarm:
  - is in full and efficient working order at all times, and
  - is regularly serviced by a registered alarm technician under a manufacturer, maintenance or similar servicing contract, or any other maintenance contract **we** have required or agreed to.
- Make sure no alterations take place without **our** prior agreement in writing:
  - to the alarm system or to system maintenance or monitoring arrangements, or

- to the structure of the **premises** if it impacts on the alarm system.
- Make sure all available keyholders are notified to all appropriate services.
- Make sure any defect noticed in the alarm system is remedied as a matter of priority.
- Make sure **we** are notified within a reasonable time of any:
  - disconnection or failure of the alarm system, or
  - downgrading of response to the alarm system by any policing authority or fire brigade which is likely to leave any area unprotected.

The cover provided by **your policy** will not be invalidated by any defect in security or intruder alarm systems due to circumstances beyond **your** control and arising after the systems have been properly set.

#### 2. Unoccupied buildings

! **Buildings** or self-contained units that become **unoccupied**, untenanted or unused for over 30 days in a row in any one **period of insurance**, are restricted to cover for fire, lightning, earthquake, impact by aircraft and explosion, and subject to the following **unoccupied** terms.

! If any **building** or self-contained unit becomes **unoccupied** after **your policy** has started, **you** must tell **us** about this before **you** renew **your policy**.

- a) The cover under Section 1A–Buildings, trade contents and stock for any **building** or self-contained unit that becomes **unoccupied**, is restricted to **damage** resulting from **perils** 1 to 3 detailed under the ‘Cover’ heading of Section 1A–Buildings, trade contents and stock:
1. Fire, lightning, earthquake and subterranean fire.
  2. Impact by aircraft, drones, or other aerial devices or articles dropped from them.
  3. Explosion.
- b) **You** must meet the following conditions applying to any **unoccupied building** or self-contained unit for the cover to apply:

## Additional conditions

### Unoccupied buildings – continued

- i) All electricity, gas and water supplies must be disconnected at the entry connection to the **building** or self-contained unit. The only exceptions to this are water supplies required for automatic sprinklers and isolated electrical circuits required to maintain security lighting, security alarms, fire alarms, or fire protection systems.
- ii) All waste and obsolete combustible materials must be removed and taken away from the **building** or self-contained unit.
- iii) Temporary **buildings** and skips not in regular use must be removed from the site.
- iv) All heating systems and water tanks, water pipes or water systems, except those connected to automatic sprinkler installations, must be fully drained.
- v) All tanks and pressure vessels containing combustible fuels or Liquefied Petroleum Gas (LPG) must be fully drained.
- vi) The **building** or self-contained unit must be secured against intruders. In particular, **you** must make sure that:
  - All doors and windows are securely locked and fastened.
  - Any broken windows or doors are boarded-up as soon as they are discovered and replaced within 7 days of loss or **damage**.
  - All security, fire and alarm protection systems are working, properly maintained and switched on when the **building** or self-contained unit is left unattended.
  - The security and integrity of any perimeter fence is maintained.
- vii) **You** or **your** authorised representative must inspect the inside and outside of the **building** or self-contained unit, at least once every 7 days, to make sure that:
  - The **buildings** are maintained in a good state of repair and their condition has not deteriorated.
  - The physical security of the **buildings** is intact and all security, fire and alarm

protection systems are still on and in proper working order.

- viii) **You** must notify **us** within a reasonable timeframe after **you** become aware that the **buildings** are connected to any attempt of arson or vandalism, whether the incident results in a **claim** or not.
- c) If any **building** or self-contained unit becomes **unoccupied**, untenanted or unused after **your policy** has started, **you** must tell **us** about this before **you** renew **your policy**.

### 3. Repair, decoration and general maintenance

**You** may employ tradespeople to carry out repair, decoration, general maintenance and minor alterations, without affecting the cover provided by Section 1A–Buildings, trade contents and stock.

If this work involves the application or generation of heat, whether by contractors or workmen or otherwise, **you** must:

- make sure that the appropriate precautions are taken,
- impose measures ensuring a safe working environment, and
- minimise the risk of fire or other **damage**.

If **you** do not meet these conditions with reasonable care, **we** may not be in a position to accept any **claim you** have in connection with repair, decoration, general maintenance and minor alterations involving the application or generation of heat.

## Additional conditions

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### 4. Maintenance of automatic sprinkler systems

- ! If all or any part of **your insured property** is protected by an automatic sprinkler system, **you** must meet the following conditions.
- ! If **you** do not meet these conditions, **we** may not be in a position to accept any **claim you** have under Section 1A–Buildings, trade contents and stock, for fire or escape of water from any automatic sprinkler system.

**You** must:

- Maintain the automatic sprinkler system in full working order.
- Conduct a weekly test for the purpose of verifying
  - that the system is in working order, and
  - that the stop valves controlling the water supplies of the system are fully open.
- Conduct quarterly and half-yearly tests for the purpose of verifying that each water supply is in order.
- Make sure the details of each weekly, quarterly and half-yearly test are recorded and available to **us** for inspection.
- Make sure any defect noticed in the system is remedied as a matter of priority.
- Make sure **we** are notified within a reasonable time of any disconnection or failure of water supply to the system, or any other issue or cause which would prevent the system from operating.



## Supplementary clauses

### Supplementary clauses

The following supplementary clauses apply to Section 1A–Buildings, trade contents and stock.

#### 1. Reinstatement of cover after a claim

**We** will not reduce **your sums insured** or **our limits of liability** by the amount of loss or **damage** involved in any **claim** under Section 1A–Buildings, trade contents and stock, as long as:

- **You** continue to pay any additional **premium** **we** require, and
- Neither **you** nor **we** give notice to the contrary.

As a result, if these conditions are met, **your** cover under Section 1A–Buildings, trade contents and stock, will be automatically reinstated after a **claim**.

In the case of a **claim** for theft or attempted theft, this automatic reinstatement of cover will apply to the first **event** only, in each **period of insurance**.

#### 2. Stock change of temperature

**We** will extend any cover **you** have for loss of or **damage** to **stock** under Section 1A–Buildings, trade contents and stock, to include **damage** arising from a change of temperature, provided:

- the change of temperature is due to destruction or disablement of refrigerating, electrical or conditioning plant or apparatus, and
- the destruction or disablement of the refrigerating, electrical or conditioning plant or apparatus is caused by an insured **peril** (1 to 12) under the 'Cover' heading of Section 1A–Buildings, trade contents and stock.

If the destruction or disablement of refrigerating, electrical or conditioning plant is due to an **event** that is not insured under Section 1A–Buildings, trade contents and stock, no cover will apply.

#### 3. Purchaser's interest

If **you** are selling any insured **building**, the buyer or contracting purchaser will, with **your** permission, have the benefit of any valid **building claim** under Section 1A–Buildings, trade contents and stock.

This benefit will only apply:

- subject to **you** having entered into a contract to sell the **building**,
- up to the date of the completion of the sale, and

- provided the buyer has not already insured the **buildings** or there is no other insurance cover in place.

#### 4. Inflation protection

**We** may adjust any of the **sums insured** recorded in **your schedule** under Section 1A–Buildings, trade contents and stock, in line with suitable price indexes or market information that **we** have available to **us**. This is known as 'indexation' or 'index linking' and is to help protect **you** against inflation.

If **we** apply inflation protection to **your policy**, **we** will record this in **your renewal application** for **you** to review alongside **your sums insured**. It will work in the following way:

- When the index increases a **sum insured**, **we** will base **our** invitation to renew **your policy** on this increase. As a result, **your premium** may also be impacted.
- **You** will need to review **your sums insured** as usual, to make sure the increase is appropriate for **your policy**. If **you** would like to opt-out of the increase or amend **your sums insured** further, **you** will need to contact **us**. If **you** have arranged **your policy** through a broker, please contact **your** broker directly.
- When the index falls, **we** will not reduce the **sum insured** at renewal. Instead, **your sum insured** will remain at the same level, unless **you** adjust it.
- Apart from the **sums insured** **we** apply it to, inflation protection will not impact any other monetary or **inner limits** under **your policy**.

! **You** should not rely on **us** applying inflation protection to keep any of **your sums insured** at their correct levels. **We** do not always apply inflation protection. In addition, the reinstatement cost of **your buildings** or value of **your** property may be growing at a different rate. This could be, for example, due to a new extension or property **you** have acquired.

! It is a condition of **your policy** that **you** keep **your sums insured** at their correct levels. **You** should make sure **you** understand condition 2 of the General conditions of this **policy** booklet and if **you** have any questions, contact **us**. If **you** have arranged **your policy** through a broker, please contact **your** broker directly.

## Supplementary clauses

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### 5. Non-invalidating

The cover under Section 1A–Buildings, trade contents and stock, will not be affected by any act, omission or alteration resulting in an increased risk of loss or **damage**, provided:

- **You** are not aware of any increased risk or it is beyond **your** control,
- **You** tell **us** as soon as **you** become aware, and
- **You** accept any change in cover or additional **premium we** may then require.

### 6. Partial damage

If **you** have a valid **claim** under Section 1A–Buildings, trade contents and stock, and **damage** occurs to only part of the property, **our** liability will not exceed the amount which **we** would have been liable to pay had the property been wholly destroyed.

### 7. Rebuilding on another site

If **you** have a valid **claim** under Section 1A–Buildings, trade contents and stock, all or part of a rebuilding, repair or replacement may be carried out on another site, in a manner suitable to **your** needs, provided that **our** liability is not increased.

### 8. Contract price

If **you** are responsible for **goods** sold but not delivered and the contract of sale is cancelled due to **damage** covered under **your policy**, **we** will cover any valid **claim** for loss or **damage** based on the contract price, up to the **limits of liability** under **your policy**.

## Property cover extensions

### Property cover extensions

! **We will provide you with following property cover extensions under Section 1A–Buildings, trade contents and stock, separately to your sums insured.**

! Cover will apply within the **limits of liability** outlined under each extension in this **policy** booklet, or any modified **limit of indemnity we** have specifically recorded in **your schedule**.

#### 1. Stock seasonal increase

If **your business** is a retail or hospitality outlet and this is recorded in **your schedule**, **we** will increase **your stock sums insured** by 100%:

1. During Christmas – for the period from 1 December to 7 January inclusive each year.
2. During local festivals – from **your** opening time seven days before the date of the local festival, to **your** closing time on date that the local festival ends.

But excluding:

Any **stock** held in connection with any wholesale or distribution activities.

This benefit will only apply to dates occurring during the **period of insurance** and will not require **you** to pay an additional **premium**.

#### 2. Capital additions

**We** will extend any cover **you** have for loss of or **damage** to **buildings** or **trade contents** under Section 1A–Buildings, trade contents and stock, to:

- a) alterations or additions **you** make to any insured **buildings**,
- b) new **buildings you** have had constructed, or
- c) new **trade contents you** have acquired,

if these alterations or additions occur during the **period of insurance**, either at the **premises**, or elsewhere within the Republic of Ireland.

This extension of cover will apply only:

- from the time **you** assume responsibility for the new or altered property, until the next renewal date of **your policy**, and
- provided there is no other insurance or **indemnity** for the property in place.

Cover during the **period of insurance** for the new or altered property, is subject to the following conditions:

- i) **We** will deem the **sums insured** or any declared values recorded in **your schedule** for **buildings** or **trade contents**, to be increased by the value of the new or altered property, but by no more than 10% and up to a maximum at any one location, of €650,000.
- ii) **You** must pay any additional **premium we** require for the increase in value of the **insured property**, based on the date the extension of cover starts, until renewal.
- iii) All the terms and conditions of **your policy** will apply to this extension, unless **we** have specifically recorded otherwise as part of **your policy** terms.
- iv) **We** will not provide cover for **buildings** under this extension unless any alterations or additions comply with any permission, sanction, licence or certification of the relevant licensing, planning, **building** control, or any other competent authority.

! This capital additions extension will only apply to property acquired or altered within the **period of insurance**. As a result, in order to obtain cover for any recently acquired or altered property when **you** are renewing **your policy**, **you** will need to make sure the property is included as part of **your** cover and **sums insured**, during **your renewal application** with us.

#### 3. Fire brigade charges

**We** will pay fire brigade charges up to the limit recorded in **your schedule**, as part of a valid **claim** for **damage to buildings, trade contents** or **stock**, caused by any of the insured **perils** 1 to 12, under the 'Cover' heading of Section 1A–Buildings, trade contents and stock'. If the fire brigade charges are due to an **event** that is not insured under Section 1A–Buildings, trade contents and stock, no cover will apply.

## Property cover extensions

### 4. Refilling fire extinguishment appliances

**We** will pay up to €25,000 for refilling fire extinguishment appliances and replacing used sprinkler heads, as part of a valid **claim** for **damage** to **buildings, trade contents** or **stock**, caused by any of the insured **perils** 1 to 11, under the 'Cover' heading of Section 1A–Buildings, trade contents and stock'. If the fire extinguishment expenses are due to an **event** that is not insured under Section 1A–Buildings, trade contents and stock, no cover will apply.

### 5. Emergency services damage to lawns and gardens

**We** will pay up to €12,500 to repair **damage** to lawns or gardens caused by emergency services, as part of a valid **claim** under Section 1A–Buildings, trade contents and stock. If the **damage** caused by emergency services is due to an **event** that is not insured under Section 1A–Buildings, trade contents and stock, no cover will apply.

### 6. Property at other locations

**We** will extend any cover **you** have for loss of or **damage** to **stock** or **trade contents** caused by **peril** items 1 to 12 under Section 1A–Buildings, trade contents and stock, to include:

- 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:

Theft from any building unless the building is locked at the time of loss or **damage**.

The maximum **we** will pay for this cover is up to €10,000 in total, but no more than €5,000 at any one location.

- b) Stock** and **trade contents** in any building at an exhibition premises at which **you** are participating as an exhibitor.

But excluding:

Theft from any stand or display while left unattended, unless the exhibition premises are closed and secure.

The maximum **we** will pay for this cover is up to **your stock** and **trade contents sums insured** or €5,000, whichever is the lower amount.

- 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 while in transit there and back.

But excluding:

Any property that has more specific insurance cover in place.

The maximum **we** will pay for this cover is up to 15% of **your trade contents sum insured** or €100,000, whichever is the lower amount.

**Your** normal **policy excess** amounts will apply to any **claim** made for **stock** or **trade contents** under **a), b)** or **c)** above.

## Property cover extensions

### 7. Motor vehicles

**We** will pay for **damage** to any motor vehicle owned by **you** and used in connection with the **business**, if the **damage** is caused by any of the insured **perils** 1 to 11, under the 'Cover' heading of Section 1A—Buildings, trade contents and stock', while the motor vehicle is housed in any of the insured **buildings**.

If any motor vehicle or its contents has more specific insurance cover in place, the cover **we** provide will be limited to any amount which **you** cannot recover elsewhere.

The most **we** will pay under this benefit for **damage** to motor vehicles is the market value of the vehicles at the time the loss or **damage** occurs, up to a maximum of:

- 10% of the combined **trade contents** and **stock sums insured**, or
- €25,000,

whichever is the lower amount.

If the **damage** is due to an **event** that is not insured under Section 1A—Buildings, trade contents and stock, no cover will apply.

### 8. Replacement of locks

**We** will pay up to a maximum of €1,000 in any one **period of insurance**, for the reasonable necessary costs to which **we** agree, for replacing the locks of:

- the **buildings**, or
- any safe or strong room within the **buildings**,

if the keys (or keyless entry devices) are stolen from:

- the **premises**, or
- from the private residence of any owner, director, manager or **employee of yours** authorised to hold the keys.

No cover will be provided for replacement of locks:

- if the stolen keys were left in the **premises** when it was closed for business, or
- If the keys can be recovered.

### 9. Trace and access

**We** will pay as part of a valid **claim** for **damage** resulting from escape of water or oil, up to €25,000 for the reasonable necessary costs to which **we** agree for:

- Locating the source of **damage** resulting in escape of water or oil and make good the **damage**, and
- Repairing or replacing any tanks, apparatus, pipes or appliances which have been **damaged** by freezing.

### 10. Internal transfers

**Your** cover for **trade contents** and **stock** will also apply if the **trade contents** and **stock** are transferred between any of the **premises** recorded in **your schedule**, including while in transit by road, rail or inland waterway between these **premises**.

The most **we** will pay for any amount of transfers at any one time is:

- 10% of the **sum insured** for **trade contents** and **stock**, or
- €40,000,

whichever is the lower amount.

But excluding:

Any amount over the amount **we** would have paid if the loss or **damage** occurred at the **premises** from which the **trade contents** or **stock** was transferred, subject to the **sums insured** recorded in **your schedule** for any specific items.

## Additional exclusions

### **X** Additional exclusions

No cover is provided under Section 1A–Buildings, trade contents and stock, for any of the following.

#### 1. 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 claim settlement' applying to Section 1A–Buildings, trade contents and stock.'
- b) The costs incurred as a result of the direction or request of any governmental, regulatory or other competent authority declaring that asbestos material or other material that is present in part of, or is 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.

#### 2. Consequential loss

Consequential loss or consequential **damage** of any kind or description.

#### 3. 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 in the apparatus or installation.

But this will not exclude **damage** by fire which may extend beyond the dynamo, motor or other electrical apparatus, or any part of the electrical installation.

#### 4. Pollution and contamination

**Damage** caused by pollution or contamination. But this exclusion will not apply to **damage** to the **insured property** caused by:

- a) Pollution or contamination which itself results from any of the insured **perils** 1 to 11 under the 'Cover' heading of Section 1A–Buildings, trade contents and stock'.

- b) Any of the insured **perils** 1 to 11 under the 'Cover' heading of Section 1A–Buildings, trade contents and stock, which result from pollution or contamination.

#### 5. 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. This exclusion will apply regardless of any other cause contributing concurrently or in any sequence to the loss, **damage**, liability, **claim**, cost or expense.

#### 6. 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.

This exclusion will apply regardless of any other cause contributing concurrently or in any sequence to the loss, **damage**, liability, **claim**, cost or expense.

#### 7. Marine policies

If at the time of any **event** or **claim**, there is any other marine policy of **indemnity** or insurance in place to cover the same **event** or **claim**, we will treat **your policy** with us as if it does not exist, except for the purpose of **you** recovering amounts in excess of what the other policy of **indemnity** or insurance is intended to cover.



## Section 1B–Money

- ! The cover outlined in this section will only apply to **your policy** if it is recorded in **your schedule**. If it is not recorded in **your schedule**, no cover will apply.
- ! Cover is subject to the **limits of liability**, conditions and exclusions recorded in **your schedule** and in this **policy** booklet.
- ! **You** must keep any **sum insured you** give **us** at its correct level, in line with general condition 2 of **your policy**. If **you** do not do this, **you** will be **underinsured**.

### i What is money cover?

The purpose of this section is to cover **money** belonging to the **business** in the **event** of theft and other insured losses on the **premises** or in transit to a bank.

Further details of the cover provided by Section 1B–Money, if it is insured under **your policy**, are outlined below.

### Cover

**We** will pay **you** for loss of **money** belonging to the **business**:

- in the specific situations and circumstances recorded in **your schedule**, and
- up to the specific limits recorded in **your schedule**,

provided the cause of loss is not excluded under **your policy**.

If any insured situation or circumstance is recorded in **your schedule**, as applying either during or outside of 'business hours', business hours will mean:

The usual working hours, including overtime, during which:

- **you**, or
- **your employees** entrusted with **money**,

are on the **premises** for the purposes of the **business**.

Unless **we** have recorded otherwise in **your schedule**, an **excess** of €250 will apply to any valid **claim** for loss of or **damage** to **money**.

### Money seasonal increase

- ! Unless **we** have recorded any cover modification to money seasonal increases in **your schedule**, the following standard seasonal increases will apply:

**We** will increase the **sums insured** under this Section 1B–Money, by 100%:

- a) During Christmas—for the period from 1 December to 7 January inclusive each year.
- b) During bank holidays—from **your** opening time on the third banking day before the date of the Bank holiday, to **your** bank closing time on the first banking day after the date of the Bank holiday.
- c) During local festivals—from **your** opening time on the third banking day before the date of the local festival, to **your** bank closing time on the first banking day after the date of the local festival.

This benefit will only apply to dates occurring during the **period of insurance** and will not require **you** to pay an additional **premium**.

## ! Additional conditions

- ! **We** will only provide cover under Section 1B–Money, subject to the following security conditions.
- ! If **you** do not meet these conditions, **we** may not be in a position to accept any **claim you** have in connection with cash in transit or on the **premises**.

### 1. Money custodian requirements

- ! Unless **we** have recorded any cover modification to custodian clause requirements in **your schedule**, the following standard custodian clause requirements will apply:

**You** must make sure that the following requirements are met each and every time any **money** belonging to the **business** is being carried off the **premises** in transit:

Amount	Requirement
Up to €6,500	The <b>money</b> must be accompanied by at least one fully responsible adult.
€6,501 to €13,000	The <b>money</b> must be accompanied by at least two fully responsible adults.
€13,001 to €20,000	The <b>money</b> must be carried in transit by a professional cash carrier.

### 2. Keys condition

**You** must at night and at any other time when the **premises** is closed and unattended:

- a) make sure that all keys, keyless entry devices or pass code notes relating to any part of the intruder alarm system, are either:
  - i) removed from the **premises**, or
  - ii) secured within locked safes or strongrooms,
 and
- b) make sure that all keys, keyless entry devices or combination lock notes to the locked safes and strongrooms are removed from the **premises** completely.

## X Additional exclusions

No cover is provided under Section 1B–Money, for any of the following.

1. **Damage** brought about by or happening through fraud or dishonesty of any of **your employees**:
  - a) if it is not discovered within 14 days of the **event**, or
  - b) if there is more specific insurance cover in place. However this exclusion will not apply to any amount in excess of the amount payable under the other insurance.
2. **Damage** occurring outside the Republic of Ireland, Northern Ireland, Great Britain, the Channel Islands and the Isle of Man.
3. Shortages due to error or omission.
4. Loss from an unattended vehicle.



## Money assault extension

We will provide **you** with the following ‘money assault extension’ under Section 1B–Money, separately to **your sums insured**.

We will pay **you** the appropriate benefit in line with the below table of benefits, if **you** or any director, partner or **employee** of **yours** is injured or dies within 12 months of an assault, involving **money** belonging to the **business** being robbed.

This cover will apply only:

1. if the death or injury is caused solely and directly as a result of **accidental**, visible and external means:
  - from a robbery or hold-up, or attempted robbery or hold-up,
  - while an **insured person** is engaged in **your business** in the Republic of Ireland, Northern Ireland, Great Britain, the Channel Islands or the Isle of Man, and
2. if the **accidental**, visible and external means is the sole cause of death, disablement or medical expenses for which the benefit is being claimed.

### Table of benefits

<b>Benefit A</b>	Death	€30,000	Occurring within 12 months of injury
<b>Benefit B</b>	Total and irrecoverable loss of use of one or both eyes, one or both hands, one or both feet	€30,000	
<b>Benefit C</b>	Permanent total disablement from the pursuance of gainful employment of any and every kind	€30,000	

<b>Benefit D</b>	Temporary total disablement from engaging in or giving attention to usual <b>business</b>	Rate of normal weekly earnings* or €200 per week, whichever is the less	Occurring within 12 months of injury
<b>Benefit E</b>	Proven medical expenses	€1,300 per person	

\*Meaning of words - Normal weekly earnings means the average basic weekly wage of the injured person for the 52 weeks immediately before the date of injury, or over any shorter period that they have been employed by **you**.

### Conditions

1. We will pay Benefit C only from the end of week 104 from the date of injury.
2. We will pay Benefit D for a period no longer than 104 weeks, calculated from the date the injured person was first attended by a qualified medical practitioner.
3. We will not pay a **claim** for more than one of the benefits A to D in connection with the same **event** or injury. Any lump sum amount payable under Benefit C, will be reduced by any weekly benefit amount under Benefit D, that is payable for the same **event** or injury.
4. Once we have paid a **claim** for **bodily injury** to a person under Benefits A, B or C, we will not pay any further amount for that person under this ‘money assault extension’ heading.

## Money assault claims conditions

- A.** We will not pay a **claim** unless:
1. A person **we** appoint is allowed to undertake a medical or surgical examination of the **insured person** after the assault occurs.
  2. A person **we** appoint is allowed to examine the **insured person** as often as **we** may reasonably require.
- B.** We will not be affected by any trust, charge, assignment or other dealing relating to an **insured person's** benefit. Once **you** or **your** personal representatives receive any compensation payable by **us**, this will in all cases end **our** liability for the **insured person**.
- C.** If more than one party has an interest in the **insured person**, the benefit will represent the total amount payable for that **insured person** covering all interests.
- D.** Any **insured person** who is injured must get and follow the advice of a qualified doctor as soon as possible. **We** 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.
- E.** Any **insured person** or their legal personal representatives must at their expense provide all certificates, information and evidence as **we** may reasonably require.



## Section 1C–Goods in transit

- ! The cover outlined in this section will only apply to **your policy** if it is recorded in **your schedule**. If it is not recorded in **your schedule**, no cover will apply.
- ! Cover is subject to the **limits of liability**, conditions and exclusions recorded in **your schedule** and in this **policy** booklet.
- ! **You** must keep any **sum insured you** give **us** at its correct level, in line with general condition 2 of **your policy**. If **you** do not do this, **you** will be **underinsured**.

### **i** What is goods in transit cover?

The purpose of this section is to cover **goods** of the **business** in case of loss or **damage** while **in transit** within Ireland, Northern Ireland, Great Britain, the Isle of Man and the Channel Islands.

Further details of the cover provided by Section 1C–Goods in transit, if it is insured under **your policy**, are outlined below.

### Cover

**We** will cover loss of or **damage** to **goods** which belong to the **business**, if the loss or **damage** occurs while the **goods** are **in transit** within:

- Ireland, Northern Ireland,
- Great Britain,
- the Isle of Man and the Channel Islands,

including while being transported by road, by sea or by air between these territories.

If at the time of **damage**, the vehicle in or on which the **goods** are being carried, is involved in a crash or is overturned, **we** will also pay within **your sum insured**, for the reasonable necessary costs **you** incur:

- to transfer or transport the **goods** to another vehicle, to the original destination, or to a place from where they can be collected, and
- to remove debris caused directly by the **event**, away from the scene of the **event**.

Unless **we** have recorded otherwise in **your schedule**, an **excess** of €250 will apply to any valid **claim** for loss of or **damage** to **goods in transit**.

### **!** Additional conditions

- ! **We** will only provide cover under Section 1C–Goods in transit, subject to the following security conditions.
- ! If **you** do not meet these conditions, **we** may not be in a position to accept any **claim you** have for theft or attempted theft of **goods** from any unattended vehicle **you** own or operate.

### Security of unattended vehicles you own or operate

**You** must:

- a) Make sure all doors, windows and other openings of any unattended vehicle or trailer **you** own or operate, are properly fastened and securely locked.
- b) Make sure the protective appliances, alarms, immobilisers and locking devices of any unattended vehicle or trailer **you** own or operate, are in use and working correctly in line with the manufacturer's instructions.
- c) Make sure that between the hours of 9pm and 6am, any unattended vehicle or trailer **you** own or operate:
  - is parked in a securely closed and locked garage or building, or
  - is parked in a compound secured by locked gates, or
  - is guarded by a security guard.

## Basis of claim settlement

### Basis of claim settlement

**We** use the following principles to settle all valid **claims** under Section 1C—Goods in transit.

At **our** option, **we** will reinstate, repair, replace or make a payment in the **event of damage to goods in transit** covered under **your policy**.

### Basis of valuation

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

In all cases, the basis of valuation will include any customs duty or similar levy payable in respect of the property, but will exclude VAT where **you** are VAT registered.

### Pairs and sets

If the **goods** consist of articles which form a pair or set, **we** will pay either:

- 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,

whichever is the lower amount.

### Replacement parts

- a) The amount **we** pay for **damage** to any part of a machine will be the cost of repairing or replacing the part, plus any charges associated with getting and fitting the part.
- b) The amount **we** pay for **damage** to a part of second-hand machinery, will be 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 **we** pay for an alternative replacement

part will be 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) If the cost of **damage** to any part of a machine is greater than the cost of the complete machine, **we** will only pay the cost of the complete machine.
- e) **We** will also pay any customs duty or other relevant tax due when buying, getting and fitting replacement parts as long as the full amount of that duty or tax is included in the **sum insured**.

### Limit of liability

The most **we** will pay for any valid **claim** under Section 1C—Goods in transit, is the **sum insured** for 'Maximum value of any one load' recorded in **your schedule**, or any lower or **inner limit** recorded in the specific terms and conditions of **your policy**.

**We** will not pay any amount over the **sum insured** for 'Maximum value of any one load', even if at the time of **damage**, the value of all **goods** at any one location or in any one vehicle exceeds this **limit of liability**.

### **X** Additional exclusions

No cover is provided under Section 1C–Goods in transit, for any of 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 **we** have specifically agreed otherwise and recorded this in **your 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 **yours** 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 an **event** insured under Section 1C–Goods in transit;
  - 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 **you**;
  - 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 any 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 any soft-topped, open-topped, open-sided or curtain-sided vehicle or trailer as a result of storm.
- l)** Theft or attempted theft from any unattended vehicle or trailer **you** own or operate, unless force and violence is used to break into the vehicle or trailer.



## Section 1D–Deterioration of stock

- ! The cover outlined in this section will only apply to **your policy** if it is recorded in **your schedule**. If it is not recorded in **your schedule**, no cover will apply.
- ! Cover is subject to the **limits of liability**, conditions and exclusions recorded in **your schedule** and in this **policy** booklet.
- ! **You** must keep any **sum insured you** give us at its correct level, in line with general condition 2 of **your policy**. If **you** do not do this, **you** will be **underinsured**.

### i What is deterioration of stock cover?

The purpose of this section is to cover **stock** held in a chill room, cold store or adjoining holding area, in the **event** of deterioration caused by **breakdown** or **accidental damage** of **refrigerating plant**, or an **accidental** failure of the public electricity supply.

Further details of the cover provided by Section 1D–Deterioration of stock, if it is insured under **your policy**, are outlined below.

### Cover

**We** will cover **stock** belonging to the **business** and contained in a chill room, cold store or adjoining holding area, if it is **damaged** through a process of deterioration, contamination or putrefaction, caused by, or arising from:

1. A rise or fall in temperature solely and directly as a result of:
  - a) **Breakdown** or inherent defect in the **refrigerating plant**.
  - b) Non-operation of the thermostatic or automatic controlling devices forming part of the plant.
  - c) **Accidental** failure of the public supply of electricity that is not due to a deliberate or intentional act of any supply authority.
  - d) **Accidental damage** to the **refrigerating plant**.
2. **Accidental** leakage of refrigerant or refrigerant fumes from the **refrigerating plant**.

The most **we** will pay is up to the **sum insured** recorded in **your schedule**.

Unless **we** have recorded otherwise in **your schedule**, an **excess** of €250 will apply to any valid **claim** for deterioration of **stock**.

### Additional benefits

**We** will also pay, within the **sum insured** recorded in **your schedule**, the reasonable necessary costs to which **we** agree, for:

1. cleaning and decontaminating refrigerated units, and
2. disposing of **stock** which has become unfit or has been condemned as unfit by an appropriate public authority,

as part of a valid **claim** under Section 1D–Deterioration of stock.

If these additional expenses are due to an **event** that is not insured under Section 1D–Deterioration of stock, no cover will apply.

## ! Additional conditions

### Maintenance of refrigerating plant

! We will only provide cover under Section 1D–Deterioration of stock, subject to the following conditions for maintenance of **your refrigerating plant**.

! If **you** do not meet these conditions, **we** may not be in a position to accept any deterioration of **stock claim you** have, in connection with plant **breakdowns** or defects.

1. **You** must implement and continue to carry out a planned maintenance programme for servicing of **your refrigerating plant**.
2. The servicing must be carried out:
  - either by the manufacturer, or by a competent refrigeration engineer,
  - at an appropriate frequency determined by the manufacturer or refrigeration engineer.
3. **You** must keep a record of the maintenance programme at all times.
4. **You** must take out of service any **refrigerating plant** which is **damaged**, or showing signs of overheating or stress, and promptly repair or replace it.

## X Additional exclusions

No cover is provided under Section 1D–Deterioration of stock, for any of 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 or 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 the public electricity supply:

- a) which does not exceed 60 consecutive minutes;
- b) due to any deliberate act of a public supplier not performed for the sole purpose of safeguarding life;
- c) due to the inability of the supplier to maintain supply, unless the inability results from **accidental damage** to the generating or supply equipment of the public supply undertaking.



## Section 2–Business interruption

- ! The cover outlined in this section will only apply to **your policy** if it is recorded in **your schedule**. If it is not recorded in **your schedule**, no cover will apply.
- ! Cover is subject to the **limits of liability**, conditions and exclusions recorded in **your schedule** and in this **policy** booklet.
- ! **You** must keep any **sum insured you** give **us** at its correct level, in line with general condition 2 of **your policy**. If **you** do not do this, **you** will be **underinsured**.

### i What is business interruption cover?

The purpose of this section is to protect **you** in the **event** of specific financial losses due to **your business** being interrupted by a valid **claim** for property **damage** to **buildings, trade contents** or **stock** covered under Section 1A of the **policy**.

Further details of the cover provided under Section 2–Business interruption, if it is insured under **your policy**, are outlined below.

## Meaning of words

This section of **your policy** contains words and phrases with a special meaning. **We** have explained these meanings below. To help **you** identify these words and phrases, **we** have printed them in bold wherever they appear in singular or in plural, together with words and phrases explained under the ‘General definitions’ of this **policy** booklet.

### Business interruption

Interruption of, or interference with, the **business you** carry out at the **premises**, which arises solely and as a direct result of:

- a) **damage** to property:
  - i) **you** use at the **premises** for **business** purposes, and
  - ii) which is insured under Section 1A–Buildings, trade contents and stock, and
  - iii) where the **damage** has been caused by a **peril** which is insured under Section 1A–Buildings, trade contents and stock,

provided the loss or **damage** is not excluded under any **policy** terms, exceptions, exclusions or conditions.

- b) any other circumstances for which cover is specifically provided under the Additional extensions of Section 2–Business interruption.

### Gross profit

- 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**.

The amounts of opening **stock** and closing **stock** will be arrived at in line with **your** normal accounting methods, with due provision for depreciation.

### Rate of gross profit

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

### Estimated gross profit

The amount **you** declare to **us** 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 **you** for services provided.



## Estimated gross revenue

The amount **you** declare to **us** 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).

## 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
- when the **maximum indemnity period** recorded in **your schedule** for the relevant loss has ended, whichever is earlier.

## Increased costs of working

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

## Maximum indemnity period

Twelve months, or any other more specific period if this is recorded in **your schedule**.

## Payroll

The wages bill (including Pay Related Social Insurance and Universal Social Charge contributions, bonuses, holiday pay and other payments relating to salary packages) for all **employees**.

## Rent receivable

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

## 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.

## Turnover

The consideration for **goods** sold and delivered and services provided in the course 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**.

## Uninsured variable costs

The total of:

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

## Tax relief

Any of the following which **you** are entitled to in connection with the **business**:

- Statutory relief from tax,
- Exemption of tax from transactions, or
- Reduction in corporation tax.

## Estimated tax relief

The amount of **tax relief you** 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.

### Outstanding debit balances

The total recorded debits adjusted for:

- bad debts,
- amounts debited to customer accounts, or invoiced but not debited, in the period between the date to which the last statement relates and the date of the **damage**,
- amounts credited to customer accounts, including credit notes and cash not passed through the books at the time of the **damage**, in the period between the date to which the 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 represent, as far as possible, those which would have been obtained at the date of the **damage**, had the **damage** not occurred.

## Cover

The following cover will apply for:

- 'Gross profit'
- 'Estimated gross profit'
- 'Gross revenue'
- 'Estimated gross revenue'
- 'Rent receivable',
- 'Rent payable',
- 'Increased cost of working',
- 'Additional increased cost of working'
- 'Tax relief'
- 'Estimated tax relief' and
- 'Outstanding debit balances',

where they are individually recorded in **your schedule**.

It is important to be aware that these covers will only apply to **events of business interruption**, which are:

- incurred solely and directly as part of a valid **claim** for loss of or **damage to insured property** under Section 1A–Buildings, trade contents and stock,
- caused by an insured **peril** (1 to 12) under the 'Cover' heading of Section 1A–Buildings, trade contents and stock.

If the **business interruption** was caused by an **event** that is not insured under Section 1A–Buildings, trade contents and stock, no cover will apply.

**We** will pay **you** for the amount of loss recorded against each insured item in **your schedule**, in the manner and to the extent described under the below 'Basis of claim settlement', if the loss was caused by a valid **claim** for loss of or **damage to your insured property**, under Section 1A–Buildings, trade contents and stock.

Payment is subject to the following conditions:

1. Payment is made or liability admitted for the **damage** under an insurance covering **your** interest 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 most **we** will pay under Section 2–Business interruption, is:
  - the total **sum insured** recorded in **your schedule** for each item, or

- the **sum insured** remaining after deducting any amount **we** have already paid under Section 2–Business interruption during the same **period of insurance**, unless **we** have agreed to reinstate the **sum insured**,

whichever is the lower amount.

3. Other than the cover provided under any additional extension of Section 2–Business interruption, **we** will only cover **business interruption** which is a direct consequence of:

- a reduction in demand or supply attributable solely and directly to the **damage to your insured property**, or
- interruption of, or interference to, **your business**, attributable solely and directly to the **damage to your insured property**.

**We** will not cover **business interruption** from any other cause, or for any other reason, whether simultaneous, concurrent or otherwise.

## Basis of claim settlement

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

We will pay the following, less any savings made as a result of the **damage**:

1. The sum produced by applying the **rate of gross profit** to the amount by which the **turnover** during the **indemnity period** falls short of the **standard turnover** as a result of the **damage**, adjusted for **trends of the business**.
2. The reasonable necessary additional expenses required solely to avoid or reduce any loss of **turnover**, which would have occurred during the **indemnity period** as a result of the **damage**, had it not been for those expenses. But no more than the sum produced by applying the **rate of gross profit** to the amount of the reduction that was avoided due to the additional expenses.

#### Limit of liability

- For **gross profit**:

The most **we** will pay for loss of **gross profit** over the **indemnity period**, is the **sum insured** recorded for **gross profit** in **your schedule**, or any lower or **inner limit** recorded in the specific terms and conditions of **your policy**. If the **sum insured you** give **us** for **gross profit** is not at its correct level in line with general condition 2 of this **policy** booklet, the following **underinsurance** condition applies.

#### ! Underinsurance condition

If **your sum insured** for **gross profit** at the time of loss or **damage**, is less than the full potential cost to make good the loss of **gross profit** (as arrived at in line with the above basis of **claim** settlement), any **claim** payment **we** make will be reduced accordingly.

The level of reduction will be in proportion to **your** level of **underinsurance** and **you** will have to bear the difference. For example:

- if **you** have calculated **your sum insured** for **gross profit** over the **indemnity period** at €150,000,
- but the full potential cost of making good the loss of **gross profit** over the **indemnity period** in line with the terms of **your policy**, is actually €200,000,
- **we** would pay only 75% of any loss of **gross profit**, no matter what **your claim** amount is.

Please note this is only an example and it does not consider other settlement factors, such as **excess**.

To read more about how **you** can avoid **underinsurance** and **your** obligation to keep **your sums insured** at their correct levels, see condition 2 in the General conditions of this **policy** booklet.

- For **estimated gross profit**:

The most **we** will pay for loss of **estimated gross profit** over the **indemnity period**, is 133.33% of the **sum insured** recorded for **estimated gross profit** in **your schedule**.

- ! The **premium** for **estimated gross profit** is provisional and may be adjusted in line with the additional conditions of Section 2–Business interruption.

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

We will pay the following, less any savings made as a result of the **damage**:

1. The amount by which **gross revenue** during the **indemnity period** falls short of the **gross revenue sum insured** as a result of the **damage**, adjusted for **trends of the business**.
2. The reasonable necessary additional expenses required solely to avoid or reduce any loss of **gross revenue** which would have occurred during the **indemnity period** as a result of the **damage**, had it not been for those expenses. But no more than the amount of reduction in **gross revenue** that was avoided due to the additional expenses.

#### Limit of liability

- For **gross revenue**:

The most **we** will pay for loss of **gross revenue** over the **indemnity period**, is the **sum insured** recorded for **gross revenue** in **your schedule**, or any lower or **inner limit** recorded in the specific terms and conditions of **your policy**. If the **sum insured you** give **us** for **gross revenue** is not at its correct level in line with general condition 2 of this **policy** booklet, the following **underinsurance** condition applies.

## ! Underinsurance condition

If **your sum insured** for **gross revenue** at the time of loss or **damage**, is less than the full potential cost to make good the loss of **gross revenue** (as arrived at in line with the above basis of **claim** settlement), any **claim** payment **we** make will be reduced accordingly.

The level of reduction will be in proportion to **your** level of **underinsurance** and **you** will have to bear the difference. For example:

- if **you** have calculated **your sum insured** for **gross revenue** over the **indemnity period** at €150,000,
- but the full potential cost of making good the loss of **gross revenue** over the **indemnity period** in line with the terms of **your policy**, is actually €200,000,
- **we** would pay only 75% of any loss of **gross revenue**, no matter what **your claim** amount is.

Please note this is only an example and it does not consider other settlement factors, such as **excess**.

To read more about how **you** can avoid **underinsurance** and **your** obligation to keep **your sums insured** at their correct levels, see condition 2 in the General conditions of this **policy** booklet.

- For **estimated gross revenue**:

The most **we** will pay for loss of **estimated gross revenue** over the **indemnity period**, is 133.33% of the **sum insured** recorded for **estimated gross revenue** in **your schedule**.

! The **premium** for **estimated gross revenue** is provisional and may be adjusted in line with the additional conditions of Section 2–Business interruption.

## C. For loss of rent receivable or payable

### 1. For loss of rent receivable

**We** will pay the following, less any savings made as a result of the **damage**:

1. The amount by which the **rent receivable** during the **indemnity period** falls short of the **rent receivable sum insured** as a result of the **damage**, adjusted for **trends of the business**.
2. The reasonable necessary additional expenses required solely to avoid or reduce any loss of **rent receivable** which would have occurred during the **indemnity period** as a result of the **damage**, but no more than the amount of reduction in **rent receivable** that was avoided due to the additional expenses.

### Limit of liability

The most **we** will pay for loss of **rent receivable** over the **indemnity period**, is the **sum insured** recorded for **rent receivable** in **your schedule**, or any lower or **inner limit** recorded in the specific terms and conditions of **your policy**. If the **sum insured you** give **us** for **rent receivable** is not at its correct level in line with general condition 2 of this **policy** booklet, the following **underinsurance** condition applies.

## ! Underinsurance condition

If **your sum insured** for **rent receivable** at the time of loss or **damage**, is less than the full potential cost to make good the loss of **rent receivable** (as arrived at in line with the above basis of **claim** settlement), any **claim** payment **we** make will be reduced accordingly.

The level of reduction will be in proportion to **your** level of **underinsurance** and **you** will have to bear the difference. For example:

- if **you** have calculated **your sum insured** for **rent receivable** over the **indemnity period** at €150,000,
- but the full potential cost of making good the loss of **rent receivable** over the **indemnity period** in line with the terms of **your policy**, is actually €200,000,

- **we** would pay only 75% of any loss of **rent receivable**, no matter what **your claim** amount is.

Please note this is only an example and it does not consider other settlement factors, such as **excess**.

To read more about how **you** can avoid **underinsurance** and **your** obligation to keep **your sums insured** at their correct levels, see condition 2 in the General conditions of this **policy** booklet.

## 2. For loss of rent payable

**We** will pay **you** the amount of rent which **you** are required to pay under contract for use of the **buildings** or part of the **buildings** while they are unfit for occupation as a result of the **damage**.

### Limit of liability

The most **we** will pay for loss of rent payable over the **indemnity period**, is the **sum insured** recorded for rent payable in **your schedule**, or any lower or **inner limit** recorded in the specific terms and conditions of **your policy**.

## D. For increased cost of working

**We** will pay **you** the reasonable necessary additional expenses that are required as a result of the **damage**, to avoid or diminish loss of **turnover**. But no more than the sum produced by applying the **rate of gross profit** to the amount of the reduction in **turnover** that was avoided solely and directly due to the payment of the additional expenses.

### Limit of liability

**We** will pay this cost for the duration of the **indemnity period** which is recorded in **your schedule**. The most **we** will pay over this period for any one loss, **claim** or **event**, is the **sum insured** recorded for **increased cost of working** in **your schedule**, or any lower or **inner limit** recorded in the specific terms and conditions of **your policy**.

## E. For additional increased costs of working

**We** will pay **you** the reasonable necessary additional expenses (other than **uninsured variable costs**) that are required to avoid or minimise any loss of **turnover** during the **indemnity period**, which is a direct consequence of interruption of or interference with the **business** which has been caused by the **damage**.

### Limit of liability

The most **we** will pay over the **indemnity period** for any one loss, **claim** or **event**, is the **sum insured** recorded for **additional increased costs of working** in **your schedule**, or any lower or **inner limit** recorded in the specific terms and conditions of **your policy**.

## F. For loss of tax relief (or estimated tax relief)

**We** will pay:

1. 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 **you** would have been entitled to for those years had the **damage** not occurred, adjusted for **trends of the business**.
2. In respect of **increased costs of working**, so much of the additional expenditure described in part 2 of the basis of settlement for **gross profit** as exceeds the amount payable thereunder, but not more than the additional amount which would have been payable in part 1 of this item had such additional expenditure not been incurred.

### Limit of liability

- For **tax relief**:

The most **we** will pay for loss of **tax relief** over the **indemnity period**, is the **sum insured** recorded for **tax relief** in **your schedule**, or any lower or **inner limit** recorded in the specific terms and conditions of **your policy**. If the **sum insured** **you** give **us** for loss of **tax relief** is not at its correct level in line with general condition 2 of this **policy** booklet, the following **underinsurance** condition applies.

## ! Underinsurance condition

If **your sum insured** for loss of **tax relief** at the time of loss or **damage**, is less than the full potential cost to make good the loss of **tax relief** (as arrived at in line with the above basis of **claim** settlement), any **claim** payment **we** make will be reduced accordingly.

The level of reduction will be in proportion to **your** level of **underinsurance** and **you** will have to bear the difference. For example:

- if **you** have calculated **your sum insured** for **tax relief** over the **indemnity period** at €150,000,
- but the full potential cost of making good the loss of **tax relief** over the **indemnity period** in line with the terms of **your policy**, is actually €200,000,
- **we** would pay only 75% of any loss of **tax relief**, no matter what **your claim** amount is.

Please note this is only an example and it does not consider other settlement factors, such as **excess**.

To read more about how **you** can avoid **underinsurance** and **your** obligation to keep **your sums insured** at their correct levels, see condition 2 in the General conditions of this **policy** booklet.

- For **estimated tax relief**:

The most **we** will pay for loss of **estimated tax relief** over the **indemnity period**, is 133.33% of the **sum insured** recorded for **estimated tax relief** in **your schedule**.

! The **premium** for **estimated tax relief** is provisional and may be adjusted in line with the additional conditions of Section 2–Business interruption.

## G. For outstanding debit balances

**We** will pay the loss **you** incur for **outstanding debit balances** as a result of the **damage**. The amount payable in respect of any one occurrence of **damage**, or all occurrences of a series which is a consequence of or attributable to a single source or original cause, will not exceed:

- a) The difference between:
  - i) the **outstanding debit balances**, and
  - ii) the total of the amounts received or traced in respect the **outstanding debit balances**.
- b) The reasonable necessary additional expenses incurred with **our** written consent, in tracing and establishing customer debit balances after the **damage**.

### Limit of liability

The most **we** will pay for **outstanding debit balances** over the **indemnity period**, is the **sum insured** recorded for **outstanding debit balances** in **your schedule**, or any lower or **inner limit** recorded in the specific terms and conditions of **your policy**.

! **We** will only provide cover for **outstanding debit balances** subject to the conditions applying to **outstanding debit balances** under the 'Additional conditions heading' below.

### ! Additional conditions

#### Premium adjustment

! The following condition will apply if cover for 'Estimated gross profit', 'Estimated gross revenue', or 'Estimated tax relief' is recorded in your schedule.

If cover for 'estimated gross profit', 'estimated gross revenue', or 'estimated tax relief' is recorded in your schedule:

1. **You** must, before each renewal, provide **us** with your **estimated gross profit, estimated gross revenue** or **estimated tax relief** for the financial year most nearly concurrent with the following **period of insurance**.
2. **You** must also, within six months of each **period of insurance** ending, provide **us** with a declaration, confirmed by your 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 **period of insurance**.

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

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

If the adjusted declared amount of **gross profit** and **tax relief** differs from your **estimated gross profit** or **estimated gross revenue** and **estimated tax relief**, **we** may adjust your **premium** as follows:

- a) If the adjusted declared amount of **gross profit** and **tax relief** is less than the **estimated gross profit** or **estimated gross revenue** and **estimated tax relief** you provided to **us** for the relevant **period of insurance**, **we** will allow a proportionate refund of up to 50% of the **premium** collected for each insured item.
- b) If the adjusted declared amount of **gross profit** and **tax relief** is more than the **estimated gross profit** or **estimated gross revenue** and **estimated tax relief** you provided to **us** for the relevant **period of insurance**, you must pay a proportionate additional **premium** for each insured item.

#### Conditions applying to outstanding debit balances

! The following condition will apply if cover for, 'Outstanding debit balances' is recorded in your schedule.

If cover for 'Outstanding debit balances' is recorded in your schedule:

- **You** must keep accounts and other **business** books or records which give details of customer accounts in a fireproof safe or cabinet when they are not being used.
- **You** must keep a separate record somewhere other than in the building in which the original records are kept, showing the total amount outstanding in credit accounts at the end of each month.
- **You** must provide the above records to **us** at our request in the **event** of a **claim**.



## Additional extensions

- ! The following extensions will only apply for loss of '**gross profit**' or '**estimated gross profit**', or loss of '**gross revenue**' or '**estimated gross revenue**', if recorded in **your schedule**. Otherwise, no extension of cover will apply.
- ! **We** will only pay under one of these extensions for the same **claim** or loss arising from any one occurrence, or all occurrences of a series which is a consequence of or attributable to a single source or original cause.
- ! Cover will apply within the **limits of liability** outlined under each extension in this **policy** booklet, or any modified **limit of indemnity** we have specifically recorded in **your schedule**.

### A. Engineering risks

**We** will extend any cover **you** have under Section 2–Business interruption for:

- Loss of **gross profit** or **estimated gross profit**, or
- Loss of **gross revenue** or **estimated gross revenue**,

which is a result of **business interruption** directly caused by or which directly arises from or which directly occurs as a result of loss or **damage** caused by:

#### 1. Explosion or collapse

Steam pipes, boilers, economisers or other vessels 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.

#### 2. Overheating

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

**We** will only provide cover under this extension:

- within the **sum insured** recorded in **your schedule** for '**gross profit**', '**estimated gross profit**', '**gross revenue**' or '**estimated gross revenue**',
- provided **you** have a current inspection certificate for the steam pipes, boilers, economisers or other vessels at the time of loss or **damage**.

- ! Please contact **us** if **you** need to obtain a current inspection certificate or wish to purchase engineering insurance from **us** covering **damage** from explosion of a steam pipe, boiler, economiser or other vessel, machine or apparatus on **your premises**.

No cover is provided under extension A. Engineering risks, for any of the following.

**A. We** will not pay for any **business interruption** which is caused by or which arises from or which results from any of the following defects or flaws in any engineering plant (which do not constitute explosion or collapse, even though repair or replacement may be necessary):

1. Steam pipe, boiler, economiser or other vessel, machine or apparatus wearing away or becoming weakened or **damaged** as a result of a leak, corrosion, rust, atmospheric conditions or any similar action.
2. Gradually developing defects, deformation or distortion of any part of any engineering plant.
3. Cracks, fractures, blisters or flaws of any part of any engineering plant.
4. Failure of any joints of any part of any engineering plant.

However, **business interruption** arising directly from explosion or collapse which is caused by any of the above defects or flaws is not excluded.

**B. We** will not pay for any **business interruption** which is caused by, or which arises from, or which results, from the explosion, collapse or overheating of any steam pipe, boiler, economiser or other vessel, machine or apparatus which is subject to statutory inspection, unless the steam pipe, boiler, economiser or other vessel, machine or apparatus has a current certificate of test and examination in accordance with any applicable statutory inspection regulations and is approved for use.

C. We will not pay for any **business interruption** for which **you** are entitled to **indemnity** or which is recoverable under the 'Cover' heading of Section 2–Business interruption.

D. We will not pay for any **claim** under this extension where an **indemnity** is provided in full or in part under any other section or subsection or extension of this **policy**, or an **indemnity** would be provided but for the application of any of the **policy** terms, conditions or exclusions or the application of any **sum insured, limit of indemnity, limit of liability** or **inner limit**.

### B. Prevention of access

We will extend any cover **you** have under Section 2–Business interruption for:

- Loss of **gross profit** or **estimated gross profit**, or
- Loss of **gross revenue** or **estimated gross revenue**,

which is a result of **business interruption** arising from loss or **damage** to property, if it prevents or obstructs the use of, or access to, the **premises**.

Provided:

- the **damage** is directly caused by or directly arises from or directly occurs as a result of one of the insured **perils** 1 to 11 under Section 1A–Buildings, trade contents and stock, and
- the **peril** is not specifically excluded, and
- the **damage** occurs within a one kilometre radius of the **premises**.

The most **we** will pay under this extension in any one **period of insurance** is:

- €15,000, or
- any modified **limit of indemnity** **we** have recorded in **your schedule**.

No cover is provided under extension B. Prevention of access, for any of the following.

a) We will not pay for any **business interruption** which is caused by or which arises from or which results from:

- **you** being prevented or obstructed from using **your business premises**; or
- **your premises** being either partially or totally inaccessible; or
- the use of **your premises** for **business** purposes being restricted in any way or any limitation on the use of **your premises**; or
- **you** being unable to use **your business premises** for the purposes of conducting **your business**,

due to the electricity, gas, water, phone or any other utility services to **your premises** being cut off, interrupted, withheld, restricted or rationed by the relevant utility supplier or due to the inability of the utility supplier to continue to provide or maintain the service or supply.

b) We will not pay for any **claim** under this extension where an **indemnity** is provided in full or in part under any other section or subsection or extension of this **policy**, or an **indemnity** would be provided but for the application of any of the **policy** terms, conditions or exclusions or the application of any **sum insured, limit of indemnity, limit of liability** or **inner limit**.

### C. Unspecified suppliers

We will extend any cover **you** have under Section 2–Business interruption for:

- Loss of **gross profit** or **estimated gross profit**, or
- Loss of **gross revenue** or **estimated gross revenue**,

which is a result of **business interruption** arising from loss or **damage** to property at the premises of any supplier that **you** have a contract or an established trading relationship with, to supply **you** with parts, **goods** or materials which are necessary for **you** to conduct **your business**.

Provided:

- the unspecified supplier(s) sustains physical loss or physical **damage** to their property and, solely and directly as a result of this physical loss or physical **damage** to their property, they cannot supply **you** with the **goods** or services that **you** require to conduct **your business**, and
- the **damage** is directly caused by, or directly arises from, or directly occurs as a result of, one of the insured **perils** 1 to 11 under Section 1A–Buildings, trade contents and stock, and
- the **peril** is not specifically excluded.

The most **we** will pay under this extension in any one **period of insurance** is:

- €15,000, or
- any modified **limit of indemnity we** have recorded in **your schedule**.

No cover is provided under extension C. Unspecified suppliers, for any of the following.

a) **We** will not pay for any **business interruption** which is caused by or which arises from or which results from:

- **your** suppliers being prevented or obstructed from using their premises; or
- **your** supplier's premises being either partially or totally inaccessible; or
- the use of **your** supplier's premises for business purposes being restricted in any way or any limitation on the use of their premises; or
- **your** supplier being unable to use their business premises for the purposes of conducting their business,

due to the electricity, gas, water, phone or any other utility services to **your** suppliers premises being cut off, interrupted, withheld, restricted or rationed by the relevant utility supplier or due to the inability of the utility supplier to continue to provide or maintain the service or supply.

b) **We** will not pay for any **claim** under this extension where an **indemnity** is provided in full or in part under any other section or subsection or extension of this **policy**, or an **indemnity** would be provided but for the application of any of the **policy** terms, conditions or exclusions or the application of

any **sum insured, limit of indemnity, limit of liability** or **inner limit**.

### D. Unspecified customers

**We** will extend any cover **you** have under Section 2–Business interruption, for:

- Loss of **gross profit** or **estimated gross profit**, or
- Loss of **gross revenue** or **estimated gross revenue**,

which is a result of **business interruption** arising from loss or **damage** to property at the premises of any of **your** customers that **you** have a contract or an established trading relationship with, to supply them with **goods** or services.

Provided:

- the unspecified customer(s) sustains physical loss or physical **damage** to their property and, solely and directly as a result of this physical loss or physical **damage** to their property, **you** cannot or are prevented from supplying them with **goods** or services, and
- the **damage** is directly caused by or directly arises from or directly occurs as a result of one of the insured **perils** 1 to 11 under Section 1A–Buildings, trade contents and stock, and
- the **peril** is not specifically excluded.

The most **we** will pay under this extension in any one **period of insurance** is:

- €15,000, or
- any modified **limit of indemnity we** have recorded in **your schedule**.

No cover is provided under extension D. Unspecified customers, for any of the following.

a) **We** will not pay for any **business interruption** which is caused by or which arises from or which results from:

- **your** customers being prevented or obstructed from using their premises; or
- **your** customer's premises being either partially or totally inaccessible; or
- the use of **your** customer's premises for business purposes being restricted in any

way or any limitation on the use of their premises; or

- **your** customers being unable to use their business premises for the purposes of conducting their business,

due to the electricity, gas, water, phone or any other utility services to **your** customer's premises being cut off, interrupted, withheld, restricted or rationed by the relevant utility supplier or due to the inability of the utility customers to continue to provide or maintain the service or supply.

- b) **We** will not pay for any **claim** under this extension where an **indemnity** is provided in full or in part under any other section or subsection or extension of this **policy**, or an **indemnity** would be provided but for the application of any of the **policy** terms, conditions or exclusions or the application of any **sum insured, limit of indemnity, limit of liability** or **inner limit**.

### E. Property at other locations

**We** will extend any cover **you** have under Section 2–Business interruption for:

- Loss of **gross profit** or **estimated gross profit**, or
- Loss of **gross revenue** or **estimated gross revenue**,

which is a result of **business interruption** arising from loss or **damage** to **your property** at other locations in the Republic of Ireland, Northern Ireland, Great Britain, the Channel Islands or the Isle of Man.

Provided:

- the **damage** is directly caused by or directly arises from or directly occurs as a result of one of the insured **perils** 1 to 11 under Section 1A–Buildings, trade contents and stock, and
- the **peril** is not specifically excluded.

The most **we** will pay under this extension in any one **period of insurance** is:

- €15,000, or
- any modified **limit of indemnity we** have recorded in **your schedule**.

No cover is provided under extension 'E. Property at other locations', for any of the following.

- a) **We** will not pay for any **business interruption** which is caused by or which arises from or which results from any loss, cause, **claim, damage, event** or limitation which applies to or which is excluded under Section 1A–Buildings, trade contents and stock.
- b) **We** will not pay for any **claim** under this extension where an **indemnity** is provided in full or in part under any other section or subsection or extension of this **policy**, or an **indemnity** would be provided but for the application of any of the **policy** terms, conditions or exclusions or the application of any **sum insured, limit of indemnity, limit of liability** or **inner limit**.

### F. Deterioration of stock

**We** will extend any cover **you** have under Section 2–Business interruption for:

- Loss of **gross profit** or **estimated gross profit**, or
- Loss of **gross revenue** or **estimated gross revenue**,

which is a result of **business interruption** arising from deterioration or contamination of **stock** held for **business** purposes and stored in refrigeration plant.

Provided:

- the **damage** is directly caused by or directly arises from or directly occurs as a result of any insured **event** under Section 1D–Deterioration of stock, and
- Section 1D–Deterioration of stock is active under **your policy**.

The most **we** will pay under this extension in any one **period of insurance** is:

- €7,500, or
- any modified **limit of indemnity we** have recorded in **your schedule**.

No cover is provided under extension 'F. Deterioration of stock', for any of the following.

- a) **We** will not pay for any **business interruption** which is caused by or which arises from or which results from any limitation which applies to, or any loss, cause, **claim, damage** or **event**

which is excluded under, Section 1D–  
Deterioration of stock.

- b) We will not pay for any **claim** under this extension where an **indemnity** is provided in full or in part under any other section or subsection or extension of this **policy**, or an **indemnity** would be provided but for the application of any of the **policy** terms, conditions or exclusions or the application of any **sum insured, limit of indemnity, limit of liability or inner limit**.

## G. Murder or suicide

We will extend any cover **you** have under Section 2–Business interruption for:

- Loss of **gross profit** or **estimated gross profit**, or
- Loss of **gross revenue** or **estimated gross revenue**,

which is a result of **business interruption** directly caused by or which directly arises from or which directly occurs as a result of a murder or suicide at the premises.

The most **we** will pay under this extension in any one **period of insurance** is:

- €15,000, or
- any modified **limit of indemnity we** have recorded in **your schedule**.

No cover is provided under extension G. Murder or suicide, for the following.

We will not pay for any **claim** under this extension where an **indemnity** is provided in full or in part under any other section or subsection or extension of this **policy**, or an **indemnity** would be provided but for the application of any of the **policy** terms, conditions or exclusions or the application of any **sum insured, limit of indemnity, limit of liability or inner limit**.

## H. Damage to public utilities

We will extend any cover **you** have under Section 2–Business interruption for:

- Loss of **gross profit** or **estimated gross profit**, or
- Loss of **gross revenue** or **estimated gross revenue**,

which is a result of **business interruption** arising from **damage** at:

1. any electricity generating station or substation, or
2. any gas supplier's or natural gas producer's premises, or
3. any waterworks or pumping station,

from which **you** obtain **your** electricity, gas or water supply and which is in the Republic of Ireland, Northern Ireland, Great Britain, the Channel Islands or the Isle of Man.

Provided:

- the **damage** is directly caused by or directly arises from or directly occurs as a result of one of the insured **perils** 1 to 11 under Section 1A–Buildings, trade contents and stock, and
- the **peril** is not specifically excluded.

The most **we** will pay under this extension in any one **period of insurance** is:

- €15,000, or
- any modified **limit of indemnity we** have recorded in **your schedule**.

No cover is provided under extension H. Damage to public utilities, for any of the following.

- a) We will not pay for any **business interruption** which is caused by or which arises from or which results from:
- i) Any deliberate or intentional act of a utility supplier in withholding, cutting off, interrupting, rationing or restricting the supply of electricity, gas or water.
  - ii) The failure or inability of a utility supplier to continue to provide or maintain the supply due to any cause other than physical **damage** to their property due to an **event** that is insured under **perils** 1 to 11 of Section 1A–Buildings, trade contents and stock.
- b) We will not pay for any **claim** under this extension where an **indemnity** is provided in full or in part under any other section or subsection or extension of this **policy**, or an **indemnity** would be provided but for the application of any of the **policy** terms, conditions or exclusions or the application of any **sum insured, limit of indemnity, limit of liability or inner limit**.

## Additional extensions

### I. Goods in transit

We will extend any cover you have under Section 2–Business interruption for:

- Loss of **gross profit** or **estimated gross profit**, or
- Loss of **gross revenue** or **estimated gross revenue**,

which is a result of **business interruption** arising from **goods** being **in transit** within:

- Ireland, Northern Ireland,
- Great Britain,
- the Isle of Man and the Channel Islands,

including while being transported by road, by sea or by air between these territories.

Provided:

- the **damage** is directly caused by or directly arises from or directly occurs as a result of any insured **event** under Section 1C–Goods in transit, and
- Section 1C–Goods in transit is active under **your policy**.

The most we will pay under this extension in any one **period of insurance** is:

- €7,500, or
- any modified **limit of indemnity** we have recorded in **your schedule**.

No cover is provided under extension 'I. Goods in transit', for any of the following.

- We** will not pay for any **business interruption** which is caused by or which arises from or which results from any limitation which applies to, or any loss, cause, **claim, damage** or **event** which is excluded under Section 1C–Goods in transit.
- We** will not pay for any **claim** under this extension where an **indemnity** is provided in full or in part under any other section or subsection or extension of this **policy**, or an **indemnity** would be provided but for the application of any of the **policy** terms, conditions or exclusions or the application of any **sum insured, limit of indemnity, limit of liability** or **inner limit**.

## Supplementary clauses

### 1. Accumulated stocks

In adjusting any loss, **we** will take account and make a reasonable allowance, if any shortage in **turnover** due to the **damage** is postponed, due to the **turnover** being temporarily maintained from stored-up stocks of finished **goods** in warehouses or depots.

### 2. Alternative trading

If, during the **indemnity period**, **goods** are sold or services are provided:

- somewhere other than at the **premises**, for the benefit of the **business**,
- either by **you** or by others on **your** behalf,

**we** will take the **money** paid or payable for those sales or services into account in calculating **turnover** or **gross revenue** during the **indemnity period**.

### 3. Reinstatement of cover after a loss

In the **event** of a **claim** under Section 2–Business interruption, **we** will not reduce **your sums insured** or **our limits of liability** by the amount of loss or **damage** involved in that **claim**, as long as:

- **You** continue to pay any additional **premium** **we** require, and
- Neither **you** nor **we** give notice to the contrary.

As a result, if these conditions are met, **your** cover under Section 2–Business interruption, will be automatically reinstated after a **claim**.

### 4. Cost accounting

For the purpose of the definitions in this section, **we** will disregard any adjustment implemented in current cost accounting.

### 5. New business

If any **claim** arises from **damage** that occurs before the completion of the first year's trading of the **business**, **we** will calculate the loss taking account of:

- the rate of **gross profit to turnover** (or **gross revenue**) during the period between the commencement of the **business** and the date of the **damage**, and
- the **trends of the business**.

**We** will then adjust the settlement amount in proportion to the period of **business interruption**.

### 6. Professional accountants fees

**We** will pay as part of any valid **claim** under Section 2–Business interruption and within the limits of the **sum insured** recorded in **your schedule**, the reasonable necessary charges payable by **you** to **your** professional accountants:

- for producing any information or evidence that may be required under the terms of **your policy**, or
- for validating a **claim** made by **you** under Section 2–Business interruption,

and for certifying that the details provided are in line with **your** accounts or other **business** books or documents.

### 7. Salvage sale

If, due to a valid **claim** for **damage** under **your policy**, **you** hold a salvage sale during the **indemnity period**, **we** will account under Section 2–Business interruption, for the **gross profit** actually earned during the period of the salvage sale, as part of any **claim** settlement.

### **X** Additional exclusions

No cover is provided under Section 2–Business interruption for any of the following.

#### **a) Communicable disease exclusion**

**We** will not pay for any 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.

#### **b) Covid-19 exclusion**

**We** will not pay for any 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.

#### **c) Data and business records recompilation costs exclusion**

**We** will not pay for:

- i)** the cost of clerical labour expended in the recompilation and reproduction of any data records or any **business** records, books or documents, or
- ii)** any costs incurred in connection with the production or reproduction of information which is necessary to facilitate the recompilation or reproduction of any data records or **business** records, books or documents.

#### **d) Exclusion of loss, damage, costs or expenses recoverable under another section of this policy**

**We** will not pay for any loss, **damage**, cost or expense under this section which is the subject of **indemnity** under, or is recoverable under, Section 1–Property damage or Section 4–Computer equipment, or Section 5–All risks business equipment, or would be but for the application of the **policy** terms including **limits of indemnity**, **sums insured**, **inner limits**, conditions, exceptions and exclusions.



## Section 3–Liability

### **i** What is liability cover?

The purpose of the following liability sections is to cover **you** against **claims** resulting from **accidental bodily injury** to other people, or **accidental** loss of or **damage** to their material property, which arises in connection with **your business** activities as recorded in **your schedule** and could be deemed **your** fault. In the **event** of a valid liability **claim** insured under **your policy**, **you** will be covered up to the **limits of indemnity** for amounts **you** are found legally liable to pay.

Cover can be provided for:

- Section 3A–Public liability,
- Section 3B–Product liability, and
- Section 3C–Employer’s liability.

**Your schedule** will confirm which covers are included under **your policy** and the insurance provided for each, is outlined below.

### Meaning of words

This section of **your policy** contains words and phrases with a special meaning. **We** have explained these meanings below. To help **you** identify these words and phrases, **we** have printed them in bold wherever they appear in singular or in plural, together with words and phrases explained under the ‘General definitions’ of this **policy** booklet.

### Costs and expenses

In connection with any **event** covered under Section 3–Liability of this insurance:

- a) Any claimant’s legal costs which **you** are legally liable to pay.
- b) All necessary and reasonable costs and expenses, incurred with **our** written agreement, in the investigation and defence of a **claim**.
- c) All legal fees, incurred with **our** written agreement, for legal representation at any Coroner’s inquest or fatal **accident** enquiry.

### Premium adjustment

**!** If the **premium** for any cover **we** provide to **you** under Section 3–Liability, has been calculated on the basis of **your** estimated wages, salaries, other earnings or **turnover**, and **we** have recorded in **your schedule** that a **premium** adjustment applies:

- a) **You** must maintain accurate records of the wages, salaries and other earnings, or **turnover**, and **you** must provide the records to **us** or **our** representatives for examination at **our** request.
- b) **You** must, within 90 days of the expiry of each **period of insurance**, supply **us** with an auditor’s certificate for the wages, salaries and other earnings, or **turnover**, for that **period of insurance**.
  1. If the amount of the wages, salaries and other earnings, or **turnover**, differs from the estimate used to calculate the **premium**, **you** must pay the difference in **premium**, or **we** will repay the difference allowed back to **you**, as the case may be. But **we** may keep any minimum **premium** which applies.
  2. If **you** do not supply an auditor’s certificate, **we** may not be in a position to provide any cover under the **policy** section (3A–Public liability, 3B–Product liability, or 3C–Employer’s liability), for which the auditor certificate remains outstanding.



### Section 3A–Public liability

- ! The cover outlined in this section will only apply to **your policy** if it is recorded in **your schedule**. If it is not recorded in **your schedule**, no cover will apply.
- ! Cover is subject to the **limits of liability**, conditions and exclusions recorded in **your schedule** and in this **policy** booklet.

#### **i** What is public liability cover?

The purpose of this section is to protect **you** in the **event** that **you** are found to be legally liable for **accidental bodily injury** to members of the public, or for **accidental** loss of or **damage** to their material property, in connection with **your business** activities as recorded in **your schedule**.

Further details of the cover provided under Section 3A–Public liability, if it is insured under **your policy**, are outlined below.

#### Cover

1. **We** will provide **you** with cover for amounts **you** legally have to pay for:

- a) **accidental bodily injury** to any person, or
- b) **accidental** loss of or **damage** to material property,

arising out of and in the course of the **business**.

This cover will only apply to **events** occurring:

- during the **period of insurance**,
- within the Republic of Ireland, Northern Ireland, Great Britain, the Channel Islands and the Isle of Man.

The most **we** will pay for:

- any one **claim**, or
- any one series of **claims** arising out of any one **event**,

will not exceed the **limits of indemnity** recorded in **your schedule**, or any lower limit **we** have more specifically recorded under **your policy**. If **we** are liable to more than one party, the total amount **we** pay for all parties will not exceed the **limits of indemnity** recorded in **your schedule**.

**We** will also pay **you** and any other person entitled to recover payment, for all legal **costs and expenses** in connection with a valid **claim**

under Section 3A–Public liability. This payment will be provided in addition to the **limit of indemnity** recorded in **your schedule**, unless **we** have recorded otherwise in **your policy** wording.

2. This cover will extend to:

- a) any **principal**, or
- b) on **your** request:
  - i) the officers, committees and members of the canteen, social, sports, first aid, medical, security or welfare organisations in their respective capacities,
  - ii) any director or senior executive of **yours** (including committee members) for private work undertaken by their **employees**, or
  - iii) any director, partner or **employee** of **yours** while engaged in the **business**.

But only to the extent that:

- i) **you** would have been entitled to cover under this section had the **claim** been made against **you**,
- ii) the **principal** is not entitled to cover under any other policy,
- iii) the **insured person** observes, fulfils and is subject to the terms, definitions, exclusions and conditions of this **policy**, and
- iv) nothing in this extension will increase **our** liability to pay any amount greater than the **limits of indemnity**, regardless of the number of **insured persons**.

### Additional extensions

#### 1. Temporary work abroad

**We** will extend the cover provided under Section 3A–Public liability, to liability arising:

- a) within any member country of the European Union, Great Britain, the Channel Islands and the Isle of Man if an **employee**, partner or director is temporarily carrying out work in the course of the **business**, or
- b) elsewhere in the world if 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) The **employee**, partner or director is normally resident in the Republic of Ireland or Northern Ireland.
- ii) The legal action is brought against **you** in a court of law in the Republic of Ireland.
- iii) The work does not exceed 60 consecutive days, unless **we** agree this in writing.
- iv) **We** will not pay any amount payable under Workmen’s Compensation, Social Security or Health Insurance legislation.
- v) Nothing in this extension will increase **our** liability to pay any amount greater than the **limit of indemnity**, regardless of the number of persons making a **claim**.

#### 2. Cross liability

If more than one party is named as **the insured** on **your schedule**, **we** will treat each party as if the **policy** had been issued to each of them.

Nothing in this extension will increase **our** liability to pay any amount greater than the **limit of indemnity**, regardless of the number of persons making a **claim**.

#### 3. Wrongful arrest

**We** will extend the cover provided under Section 3A–Public liability, to liability arising from wrongful arrest committed or alleged to have been committed by **you** during the **period of insurance**.

**We** will also reimburse **you** for any **costs and expenses you** incur in the investigation and defence of any **claims** or proceedings brought against **you** for wrongful arrest, even if they are groundless, false or fraudulent.

For the purposes of the cover provided by this extension, **we** will deem wrongful arrest to mean:

- a) Assault committed by **you** or **your employee**, or alleged to have been committed by **you** or **your employee**, 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 that person could be placed in the custody of a law enforcement officer.
- b) Libel or slander, false imprisonment or malicious prosecution:
  - i) committed, or alleged to have been committed, directly in connection with an arrest by **you**, or
  - ii) arising out of the investigation of acts of shop-lifting or stealing.

No cover will apply under this extension for:

- a) **Claims** or legal proceedings against **you** by any of **your** directors, partners or **employees**.
- b) **Claims** arising out of any dishonest, fraudulent or criminal act by **your** directors, partners or **employees**.
- c) **Claims** arising out of acts, services or the performance of duties in connection with riot, civil commotion or mob action or in the control, suppression or prevention of any such riot, civil commotion or mob action.
- d) Any amount greater than €1,300,000 in total including **costs and expenses**.

### 4. Defective installation, servicing, repair or alteration

**We** will extend the cover provided under Section 3A–Public liability, to include amounts you are legally liable to pay as a result of defective installation, servicing, repair or alteration work carried out by **you** or any **employee**, causing:

- a) **accidental** loss of or **damage** to material property, or
- b) **accidental bodily injury** or illness to any person.

Cover will only apply to **events** occurring:

- in the course of **your business**,
- during the **period of insurance**,
- at a premises within Ireland or Northern Ireland.

No cover is provided under this extension:

- for **your** legal liability arising from **goods** or **products** sold or supplied,
- for **your** legal liability arising from **goods** or **products** installed in any aircraft, or
- for the cost of replacing, remediating or otherwise making good defective work or loss or **damage** to the installed, serviced, repaired or altered property.

### 5. Weakening or removal of support

**We** will **indemnify you** in respect of liability, as described in the 'Cover' heading under Section 3A–Public liability, caused by vibration, or by the weakening or removal of support to any land, building, structure or property (including liability arising from this **damage**).

The most **we** will pay under this extension for any liability or **claim** for **damage**, including any consequential financial loss, caused by or arising from, vibration or the removal or weakening of support to any land, building, structure or property, is:

- the **limit of indemnity** for public liability, or
- any modified **limit of indemnity** for weakening / removal of support that **we** have specifically recorded in **your schedule**.

### ! Additional conditions

! We will only provide cover under Section 3A–Public liability, for the use of blow lamps, blow torches or electric, oxyacetylene or similar welding or cutting equipment away from **your premises**, subject to the following conditions.

! If **you** do not meet these conditions, **we** may not be in a position to accept any **claim you** have for liability, loss, **damage** or **bodily injury** arising from the use of blow lamps, blow torches or electric, oxyacetylene or similar welding or cutting equipment away from **your premises**.

### Metal welding or cutting equipment used away from your premises

#### 1. Keep the work area clean, safe and free of combustible materials

- The area in which burning or welding work is carried out must be clean, safe and free of clutter, with any combustible materials removed to a minimum distance of 10 meters away from the work area.
- If overhead burning or welding work is carried out, the area underneath must also be clean, safe and free of clutter, with any combustible materials removed.
- Any combustible floors, above-ground tanks, below-ground tanks, or other structural hazards above or below the work area must be protected by overlapping sheets of incombustible material.

#### 2. Take fire precautions

- A suitable minimum 10 litre capacity fire extinguisher and dry sand extinguisher must be kept available for immediate use at the scene of the work area.
- Nearby hydrants and hoses, if any, must be fully serviced, connected up in readiness for immediate use at the scene of the work area and tested before burning or welding work begins.

- Where the work involves the use of blow torches or blow lamps, the blow lamps or blow torches:
  - must be lit for as short a time as possible before use and extinguished immediately after use, and
  - must not be left unattended.
- All fire-extinguishing equipment must be fully serviced and a person who is trained in how to use the fire-extinguishing equipment must act as a firewatcher and work with the person using the lighted flame equipment. The person acting as firewatcher must stay in and inspect the area until the lighted flame equipment is switched off.
- A thorough fire safety examination in and around the work area must also be undertaken half an hour after the end of each period of work.

### **X** Additional exclusions

No cover is provided under Section 3A–Public liability, for any of the following.

1. Any **claim** by any person for **bodily injury** or **accidental** loss of or **damage** to material property which is covered under Section 3B–Product liability or Section 3C–Employer’s liability.
2. Any liability or **claim** for which an **indemnity** is provided in full or in part under any other section or subsection or extension of this **policy**, or for which an **indemnity** would be provided but for the application of any of the **policy** terms, conditions or exclusions or the application of any **limit of indemnity, limit of liability** or **inner limit**.
3. Any liability or **claim** for any fines, penalties or non-compensatory damages of a penal nature including but not limited to, aggravated, exemplary, punitive, nominal or liquidated damages.
4. Any liability or **claim** for any loss, cost, expense, financial loss, court award or for compensation in any circumstances where a person has not sustained **bodily injury** or where a person has not sustained **accidental** loss of, or **damage** to their material property.
5. Any liability relating to any contract or agreement assumed by **you** which would not have attached to **you** in the absence of the contract or agreement.
6. Any liability or **claim** for **bodily injury** or **damage** to third party property covered under a motor insurance policy or for which **you** are legally required to arrange motor insurance or hold a certificate of guarantee.
7. Any liability or **claim** relating to:
  - a) Contracts not fulfilled properly or efficiently or in accordance with the contract terms, exceptions and conditions.
  - b) Any breach of contract.
  - c) Any penalty under any contract
8. Any liability or **claim** arising out of or in connection with the ownership, management, control, use, possession or any work at, in or on any of the following locations or any ancillary or associated locations:
  - a) any power station, power installation or nuclear installation; or
  - b) any oil or gas rig, drilling platform, well, refinery or associated structures or vessels; or
  - c) any location used for the production, storage, distribution or sale of natural gas; or
  - d) any location used for the production of liquefied petroleum gas; or
  - e) any **offshore** installation, including accommodation or vessels travelling to, from or between them; or
  - f) any aircraft, airport, airfield, airstrip, aerodrome, satellite, spacecraft, or launch site other than any retail services or other non-aviation business conducted within airport buildings to which aircraft do not have access; or
  - g) any ship, boat, hovercraft or other watercraft or vessel; or
  - h) any dock, pier, mooring, marina, wharf, jetty, slip, boatyard or shipyard; or
  - i) any tower, steeple, chimney, shaft, blast furnace, dam, canal, viaduct, bridge or tunnel; or
  - j) any underground mine or colliery; or
  - k) any construction, structural alteration, reconstruction, restoration, structural maintenance or demolition site; or
  - l) any subaqueous site; or
  - m) any railway or any form of rail transportation which carries fare-paying passengers; or
  - n) any premises used for the manufacturer, filling, breaking down or storage of fireworks, fuses, cartridges, ammunition or any substance intended for use as an explosive; or
  - o) any quarry when explosives are being used in connection with commercial quarrying operations, unless specifically agreed by **us** in writing and recorded in **your policy** documents.
9. Any liability or **claim** for **bodily injury** or loss of or **damage** to material property caused by, arising from or in connection with:
  - a) the explosion or collapse of any steam pressure vessels (not including boiler equipment for making tea or coffee), which are **your** property or which **you** are responsible for maintaining, unless the vessels have been inspected and serviced and where necessary, repaired,

- in compliance with any statutory requirements;
- b) any passenger lift, elevator or escalator, unless it is inspected and serviced and where necessary, repaired, in compliance with any statutory requirements; or
  - c) any **product**, except food or drink **you** provide for **employees** or visitors on the **premises**.
10. Any liability or **claim** relating to remedial, professional or other advice or treatment (except emergency medical first aid) that **you** or someone on **your** behalf gives, administers or omits to give or administer, regardless if a fee has been or would normally be charged.
11. Any liability or **claim** relating to libel, slander or defamation (except as provided under Additional extension 4. Wrongful arrest, if this extension is operative and insured), or infringement of plans, copyright, patents, trade names, trademarks, registered designs or any intellectual property right.
12. Any liability or **claim** which arises through, or in connection with or is directly or indirectly contributed to by, exposure to magnetic, electric or electromagnetic fields, or radiation.
13. Any liability or **claim** directly or indirectly caused by, or arising from, or in consequence of, or in any way involving asbestos, asbestos fibres, asbestos dust, or asbestos derivatives. But this exclusion does not apply to **bodily injury** or **accidental** loss of or **damage** to material property caused by any commodity, article or thing that contains asbestos where the mere presence of asbestos is not in itself a direct cause of the **bodily injury** or **accidental** loss of or **damage** to material property.
14. Any liability or **claim** directly or indirectly caused by, arising out of, as a consequence of, or in connection with **environmental impairment** or pollution or contamination of any building, structure, water, land or air, unless it is directly and solely caused by a sudden, identifiable, unintended, unexpected and **accidental** incident or **event** which takes place at a specific time and place during the currency of this insurance **policy**, subject to:

- a) **we** will consider all **environmental impairment** or pollution or contamination which arises out of one incident or **event** to have happened at the time the incident or **event** took place; and
- b) **our** liability for all damages and **costs and expenses** in respect of any one incident, **event** or **claim**, will not exceed €2,600,000 or any modified **limit of indemnity** for pollution / contamination that **we** have specifically recorded in **your schedule**.

Other than the cover provided by the above-stated exception, for the avoidance of doubt, **we** will not provide cover for any liability or pay for any **claim** in respect of, but not limited to, the following:

- c) Any alleged or imminent threat of **environmental impairment** or pollution or contamination.
- d) Any **environmental impairment** or pollution or contamination of any kind, type or form:
  - i) which occurred or started to occur prior to the inception or start date of this insurance **policy**;
  - ii) to protected species and natural habitats that has adverse effects on reaching or maintaining the favourable conservation status of such habitats or species;
  - iii) to water that adversely affects the ecology, or the chemical status (the quality of the water) or the quantitative status (the amount of water) or the ecological potential, of the water;
  - iv) of land that creates a risk of human health being adversely affected as a result of the direct or indirect introduction, in, on or under land, of substances, preparations, organisms or micro-organisms;
  - v) whether directly or indirectly caused by, arising from, as a consequence of or in connection with:
    - any landfill or the handling of waste materials for a third party;

- the collection, storage, transportation, processing or application of industrial, commercial or human waste or of any associated or derived waste by-products;
  - any activity which requires a waste permit or licence under environmental or local authority regulations;
  - the spraying of crops, plants, trees, hedges or weeds;
  - the supply of water from any water wells;
- vi)** which is not directly and solely caused by a sudden, identifiable, unintended, unexpected and **accidental** incident or **event** which takes place, in its entirety, at a specific time and place;
- vii)** which happens gradually over a period of time;
- viii)** which cannot be traced to, or attributed to the occurrence of a specific incident or **event** that occurred at a specific time and date;
- ix)** which is caused by or arises from either directly or indirectly, any:
- criminal, illegal, wilful reckless, malicious act;
  - deliberate or intentional act or omission, reckless misconduct or intentional disregard;
- by **you** or by anyone on **your** behalf.
- e)** Any loss, cost, expense, consequential loss, financial loss, court award or compensation in connection with any request, demand, order or statutory or regulatory requirement that **you** test, monitor, clean up, remove, dispose, contain, control, treat, detoxify, remediate or neutralise, or in any way respond to, or assess the effects of any **environmental impairment** or pollution or contamination.
- f)** Any loss, cost, expense, consequential loss or financial loss in connection with the repair, replacement, reinstatement, improvement,

- supplementation or upgrade of any property owned by **you**, or belonging to **you**, or in **your** custody or control or owned, or belonging to or in the custody and control of any of **your employees** or members of **your family**. **You** should not construe, nor is any inference to be taken, that the provision of this clarification means that this section of the **policy** automatically covers **your** liability for **bodily injury** or loss of or **damage** to third party material property.
- g)** Any loss, cost, expense, financial loss, court award, criminal, civil or administrative fines, penalties, damages, contractual penalties or compensation in connection with any incident, **event** or occurrence or any alleged or imminent threat of **environmental impairment** or pollution or contamination.
- h)** In any circumstances, any loss, cost, expense, financial loss, court award, criminal, civil or administrative fines, penalties, damages or compensation for non-compliance with, or for breach of, any European Union Environmental Liability regulations or directives or of any law, permit, notice, order or instruction of any governmental authority or body.
- 15.** Any liability or **claim** arising from the ownership of, or the possession of, or the use of, by **you** or on **your** behalf, or by any person or **principal** entitled to **indemnity** under this **policy**, of:
- a)** any mechanically propelled vehicle or mechanically propelled plant or mechanically propelled equipment.
- We** will however **indemnify you** or any person or **principal** entitled to **indemnity** under this section of the **policy**, in respect of their legal liability arising out of:
- i)** any mechanically propelled vehicle or mechanically propelled plant or mechanically propelled equipment, which occurs while such vehicle, plant or equipment is being used solely at the time as a tool of trade



in connection with **your business** on **your premises**, or is being used solely at the time as a tool of trade on any site in connection with **your business**.

- ii) the loading or unloading of any mechanically propelled vehicle or mechanically propelled plant or mechanically propelled equipment or the delivery of **goods** to or collection of **goods** from any such vehicle, plant or equipment, by **you** or on **your** behalf;
  - iii) the ownership, possession or use of any semi-trailer or trailer (whether or not it is attached to any mechanically propelled vehicle, or mechanically propelled plant or mechanically propelled equipment),  
except in any circumstances where:
    - i) **indemnity** is provided by any other insurance cover, **policy** or certificate of guarantee; or
    - ii) compulsory motor insurance or certificate of guarantee is required:
      - by law under the Road Traffic Act 1961 or any subsequent amending legislation to this Act; or
      - under any European Union insurance regulation or directive; or
      - in accordance with any law, statute or legal precedent; or
    - iii) any mechanically propelled vehicle or mechanically propelled plant or mechanically propelled equipment is leased to or hired out to, any third party.
- b) Any type of aircraft or craft or device designed to travel through air or space.
  - c) Any hovercraft, boat or any other type of watercraft or vessel.
16. Any liability or **claim** relating to:
- a) **damage** to property owned or held in trust by **you**, except any **employee's** personal property;
  - b) **damage** resulting from the condition or unsuitability of any berth, docking or mooring;

- c) **damage** to any part of any property **you** or any **employee** are or have been working on, if the **damage** results from that work; or
  - d) **damage** caused by vibration, or by the removal or weakening of support to any land, building, structure or property (including any liability arising from such **damage**) other than where specified as an extension to cover under this **policy**.
17. Any liability, **claim**, **damage** or cost for:
- a) Repairing, replacing, reinstating, rectifying, treating, recovering, removing, recalling, reclaiming, destroying or recycling any **product**.
  - b) Withdrawing, replacing or making good any **product**.
  - c) Remedying any defect or alleged defect in any **product**.
  - d) Remedying any defect or alleged defect in any lands, buildings, structures or other premises that **you** have built, rented, leased or sold.
  - e) Refunding the price paid for any **product**.
18. Any liability or **claim** arising out of or in connection with the manufacturer, supply, sale, retail, import, export or dispensing of medicines, pharmaceuticals or drugs of any description, unless specifically agreed by **us** in writing.
19. Any liability arising in connection with the ownership, possession or use of dangerous dogs as specified in the regulations made under the Control of Dogs Act 1986 or any subsequent amending legislation where such ownership possession or use is not in accordance with the provision of such regulations.
20. Any liability or **claim** directly or indirectly caused by, arising out of, as a consequence of or in connection with the use of, or sale, supply, retail, wholesale, distribution, manufacture, service or repair of any kind of e-cigarette or vaping device including also any parts or accessories of any kind of e-cigarette or vaping device including but not limited to battery chargers, batteries, cartridges or vaping liquids or juice.
21. Any liability or **claim** directly or indirectly caused by, arising out of, as a consequence of or in connection with the use of, or sale, supply, retail, wholesale, distribution,

manufacture, service, rental, repair, treatment or adjustment of a drone of any kind or any form of aerial vehicle or aircraft or any attachment or accessory, whether manned or not, unless specifically agreed by **us** in writing and recorded in **your policy** documents.

- 22.** Any liability or **claim** directly or indirectly caused by, arising out of, as a consequence of or in connection with the use of, or sale, supply, retail, wholesale, distribution, manufacture, disposal or testing of any **product** which contains human blood, or any **product** which is produced from or is derived from human blood.



## Section 3B–Product liability

- ! The cover outlined in this section will only apply to **your policy** if it is recorded in **your schedule**. If it is not recorded in **your schedule**, no cover will apply.
- ! Cover is subject to the **limits of liability**, conditions and exclusions recorded in **your schedule** and in this **policy** booklet.

### **i** What is product liability cover?

The purpose of this section is to protect **you** in the **event** that **you** are found to be legally liable for **products** sold or supplied in connection with **your business** activities as recorded in **your schedule**, causing **accidental bodily injury** or **accidental** loss of or **damage** to material property.

It is important to be aware that:

- This section of the **policy** does not provide any cover for professional **indemnity**, such as **claims** for actual or alleged negligent acts, errors, omissions or breaches of professional duties when providing a professional service or professional advice.
- The cover provided by this section is not a manufacturers, suppliers or retailers warranty or guarantee for **products** or services that **you** provide.
- This section does not provide any cover for the costs to repair, replace, reinstate, rectify, recall, remove, recover, destroy or recycle any **products** that **you** may manufacture, supply, sell, retail, franchise, import or export.

Further details of the cover provided under Section 3B–Product liability, if it is insured under **your policy**, are outlined below.

### Cover

1. **We** will provide **you** with cover for amounts **you** legally have to pay for:
  - a) **accidental bodily injury** to any person, or
  - b) **accidental** loss of or **damage** to material property,
 by **products you** have sold or supplied from within the Republic of Ireland, Northern Ireland, Great Britain, the Channel Islands and the Isle of Man. This cover will only apply to **events**:

- occurring during the **period of insurance**, and
- arising out of and in the course of the **business**.

The most **we** will pay in any one **period of insurance** for:

- any one **claim**, or
- any one series of **claims** arising out of any one **event**,

will not exceed the **limit of indemnity** recorded in **your schedule** or any lower or **inner limit we** have more specifically recorded under **your policy**. If **we** are liable to more than one party, the total amount **we** pay for all parties will not exceed the **limits of indemnity** recorded in **your schedule**.

**We** will also pay **you** and any other person entitled to recover payment, for all legal **costs and expenses** in connection with a valid **claim** under Section 3B–Product liability. This payment will be provided in addition to the **limit of indemnity** recorded in **your schedule**, unless **we** have recorded otherwise in **your policy** wording.

2. This cover will extend to:
  - a) any **principal**, or
  - b) on **your** request:
    - i) the officers, committees and members of the canteen, social, sports, first aid, medical, security or welfare organisations in their respective capacities,
    - ii) any director or senior executive of **yours** (including committee members) for private work undertaken by their **employees**, or
    - iii) any director, partner or **employee** of **yours** while engaged in the **business**,

But only to the extent that:

- i) **you** would have been entitled to cover under this section had the **claim** been made against **you**,
- ii) the **principal** is not entitled to cover under any other policy;
- iii) the **insured person** observes, fulfils and is subject to the terms, definitions, exclusions and conditions of this **policy**, and
- iv) nothing in this extension will increase **our** liability to pay any amount exceeding the **limit of indemnity**, regardless of the number of **insured persons**.

### **X** Additional exclusions

No cover is provided under Section 3B–Product liability, for any of the following.

- a) Any liability or **claim** by any person for **bodily injury** or **accidental** loss of or **damage** to material property for which cover is provided under Section 3A–Public liability or Section 3C–Employer’s liability.
- b) Any liability or **claim** for which an **indemnity** is provided in full or in part under any other section or subsection or extension of this **policy**, or for which an **indemnity** would be provided but for the application of any of the **policy** terms, conditions or exclusions or the application of any **limit of indemnity**, **limit of liability** or **inner limit**.
- c) Any liability or **claim** for any fines, penalties or non-compensatory damages of a penal nature including but not limited to, aggravated, exemplary, punitive, nominal or liquidated damages.
- d) Any liability or **claim** for any loss, cost, expense, financial loss, court award, or for compensation in any circumstances where a person has not sustained **bodily injury** or where a person has not sustained **accidental** loss of, or **damage** to their material property.
- e) Any liability relating to any contract or agreement assumed by **you** which would not have attached to **you** in the absence of the contract or agreement.
- f) Any legal action for damages commenced or brought against **you** in the courts of any

country outside of the European Union or the United Kingdom, or enforcement of any judgment against **you** granted in a court of law outside of the European Union or the United Kingdom.

- g) Any liability or **claim** for **bodily injury** or **damage** to third party property covered under a motor insurance policy or for which **you** are legally required to arrange motor insurance or hold a certificate of guarantee.
- h) Any liability or **claim** relating to:
  - 1. Contracts not fulfilled properly or efficiently or in accordance with the contract terms, exceptions and conditions.
  - 2. Any breach of contract.
  - 3. Any penalty under any contract.
- i) Any liability or **claim** arising directly or indirectly from, or caused by, or contributed to by, or as a result of, or in connection with, any **product** which is for use in or which forms part of:
  - 1. any power station, power installation, nuclear installation or nuclear reactor or any **product** for use in any vessel or machine that contains a nuclear reactor; or
  - 2. any oil or gas rig, drilling platform, well, refinery or associated structures or vessels; or
  - 3. any location used for the production of liquefied petroleum gas; or
  - 4. any **offshore** installation, including accommodation or vessels travelling to, from or between them; or
  - 5. any aircraft, airport, airfield, airstrip, aerodrome, satellite, spacecraft or launch site other than any retail services or other non-aviation business conducted within airport buildings to which aircraft do not have access; or
  - 6. any dock, pier, mooring, marina, wharf, jetty, slip, boatyard or shipyard; or
  - 7. any ship, boat, hovercraft or other watercraft or vessel; or
  - 8. any tower, steeple, chimney, shaft, blast furnace, dam, canal, viaduct, bridge or tunnel; or
  - 9. any underground mine or colliery; or
  - 10. any railway or any form of rail transportation which carries fare-paying passengers; or

11. any gun, ammunition, fuses, cartridges or any substance intended for use as an explosive or explosive material; unless specifically agreed by **us** in writing and recorded in **your policy** documents.
- j) Any liability or **claim** caused by or arising from, or as a result of or in connection with any **product** or service which is:
  1. exported directly or indirectly to the United States of America or Canada; or
  2. imported directly or indirectly into the United States of America or Canada; or
  3. sold, supplied or provided directly to customers who are resident in or domiciled in, the United States of America or Canada; or
  4. sold or provided online to customers who are resident in or domiciled in, the United States of America or Canada; unless **we** specifically agree otherwise in writing.
- k) Any liability or **claim** directly or indirectly caused by arising out of, as a consequence of or in connection with **environmental impairment** or pollution or contamination of any building, structure, water, land or air, unless it is directly and solely caused by a sudden, identifiable, unintended, unexpected and **accidental** incident or **event** which takes place at a specific time and place during the currency of this insurance **policy**, subject to:
  1. **we** will consider all **environmental impairment** or pollution or contamination which arises out of one incident or **event** to have happened at the time the incident or **event** took place; and
  2. **our** liability for all damages and **costs and expenses** in respect of any one incident, **event** or **claim**, will not exceed €2,600,000 or any modified **limit of indemnity** for pollution / contamination that **we** have specifically recorded in **your schedule**.

Other than the cover provided by the above-stated exception, for the avoidance of doubt, **we** will not provide cover for any liability or pay for any **claim** in respect of, but not limited to, the following:

1. Any alleged or imminent threat of **environmental impairment** or pollution or contamination.
2. Any **environmental impairment** or pollution or contamination of any kind, type or form:
  - i) which occurred or started to occur prior to the inception or start date of this insurance **policy**;
  - ii) to protected species and natural habitats that has adverse effects on reaching or maintaining the favourable conservation status of such habitats or species;
  - iii) to water that adversely affects the ecology, or the chemical status (the quality of the water) or the quantitative status (the amount of water) or the ecological potential, of the water;
  - iv) of land that creates a risk of human health being adversely affected as a result of the direct or indirect introduction, in, on or under land, of substances, preparations, organisms or micro-organisms;
  - v) whether directly or indirectly caused by, arising from, as a consequence of or in connection with:
    - any landfill or the handling of waste materials for a third party;
    - the collection, storage, transportation, processing or application of industrial, commercial or human waste or of any associated or derived waste by-products;
    - any activity which requires a waste permit or licence under environmental or local authority regulations;
    - the spraying of crops, plants, trees, hedges or weeds;
    - the supply of water from any water wells;
  - vi) which is not directly and solely caused by a sudden, identifiable, unintended, unexpected and **accidental** incident or **event**

- which takes place, in its entirety, at a specific time and place;
- vii)** which happens gradually over a period of time;
- viii)** which cannot be traced to, or attributed to the occurrence of a specific incident or **event** that occurred at a specific time and date;
- ix)** which is caused by or arises from either directly or indirectly, any:
- criminal, illegal, wilful reckless, malicious act;
  - deliberate or intentional act or omission, reckless misconduct or intentional disregard;
- by **you** or by anyone on **your** behalf.
- 3.** Any loss, cost, expense, consequential loss, financial loss, court award or compensation in connection with any request, demand, order or statutory or regulatory requirement that **you** test, monitor, clean up, remove, dispose, contain, control, treat, detoxify, remediate or neutralise, or in any way respond to, or assess the effects of any **environmental impairment** or pollution or contamination.
  - 4.** Any loss, cost, expense, consequential loss or financial loss in connection with the repair, replacement, reinstatement, improvement, supplementation or upgrade of any property owned by **you**, or belonging to **you**, or in **your** custody or control or owned, or belonging to or in the custody and control of any of **your employees** or members of **your family**. **You** should not construe, nor is any inference to be taken, that the provision of this clarification means that this section of the **policy** automatically covers **your** liability for **bodily injury** or loss of or **damage** to third party material property.
  - 5.** Any loss, cost, expense, financial loss, court award, criminal, civil or administrative fines, penalties, damages, contractual penalties or compensation in connection with any

- incident, **event** or occurrence or any alleged or imminent threat of **environmental impairment** or pollution or contamination.
- 6.** In any circumstances, any loss, cost, expense, financial loss, court award, criminal, civil or administrative fines, penalties, damages or compensation for non-compliance with, or for breach of, any European Union Environmental Liability regulations or directives or of any law, permit, notice, order or instruction of any governmental authority or body.
- l)** Any liability or **claim** arising directly or indirectly from, or caused by, or contributed to by, or as a result of, or in connection with:
- 1.** any ingredient or active ingredient in any pharmaceutical **product**;
  - 2.** any medical equipment or medical device;
  - 3.** any implant or prosthetic item;
  - 4.** any **product** which contains human blood or **product** which is produced from or is derived from human blood.
- m)** Any liability, **claim**, **damage** or cost for:
- 1.** repairing, replacing, reinstating, rectifying, treating, recovering, removing, recalling, reclaiming, destroying or recycling any **product**; or
  - 2.** withdrawing, replacing or making good any **product**; or
  - 3.** remedying any defect or alleged defect in any **product**; or
  - 4.** remedying any defect or alleged defect in any lands, buildings, structures or other premises that **you** have built, rented, leased or sold; or
  - 5.** refunding the price paid for any **product**.
- n)** Any liability or **claim** relating to remedial, professional or other advice or treatment (except emergency medical first aid) that, **you** or someone on **your** behalf gives, administers or omits to give or administer, regardless if a fee has been or would normally be charged.
- o)** Any liability or **claim** relating to libel, slander or defamation, or infringement of plans, copyrights, patents, trade names, trademarks, registered designs or any intellectual property rights.

- p)** Any liability or **claim** arising directly or indirectly from, or caused by, or contributed to by, or resulting from:
1. the failure of any **product** or service or any part of any **product** or service to fulfil the purpose or function for which it is intended; or
  2. any **product** or service or any part of any **product** or service only partially fulfilling the purpose or function for which it is intended; or
  3. the failure of any **product** or service to produce or achieve the intended objective or expectation; or
  4. the expected results or outcome for which the **product** or service is used, failing to materialise; or
  5. any guarantee, warranty or recommendation that **you** or any one on **your** behalf gives in respect of any **product** or service; or
  6. the failure of any **product** or service to meet the level of performance, quality, fitness or durability, expected, warranted or guaranteed.
  7. The use of any **product** or service for any purpose for which it was not designed or intended.
- q)** Any liability or **claim** which arise through, or in connection with or is directly or indirectly contributed to by, exposure to magnetic, electric or electromagnetic fields, or radiation.
- r)** Any liability or **claim** directly or indirectly caused by, or arising from, or in consequence of, or in any way involving asbestos, asbestos fibres, asbestos dust, or asbestos derivatives. But this exclusion does not apply to **bodily injury** or **accidental** loss of or **damage** to material property caused by any commodity, article or thing that contains asbestos where the mere presence of asbestos is not in itself a direct cause of the **bodily injury** or **accidental** loss of or **damage** to material property.
- s)** Any liability for **damage** which results from repairing, treating, recovering, removing, recalling, reclaiming, withdrawing or replacing **products**.
- t)** Any liability or **claim** directly or indirectly caused by, arising out of, as a consequence of or in connection with the use of, or sale, supply, retail, wholesale, distribution,

manufacture, service or repair of any kind of e-cigarette or vaping device including also any parts or accessories of any kind of e-cigarette of vaping device including but not limited to battery chargers, batteries, cartridges or vaping liquids or juice.

- u)** Any liability or **claim** directly or indirectly caused by, arising out of, as a consequence of or in connection with the use of, or sale, supply, retail, wholesale, distribution, manufacture, service, rental, repair, treatment or adjustment of a drone of any kind or any form of aerial vehicle or aircraft or of any attachments or accessories.
- v)** Any liability or **claim** directly or indirectly caused by, arising out of, as a consequence of or in connection with the sale, supply, retail, wholesale, distribution, manufacture service, rental, repair, treatment or adjustment of any inflatable castle, inflatable game or inflatable structure.



### Section 3C–Employer’s Liability

- ! The cover outlined in this section will only apply to **your policy** if it is recorded in **your schedule**. If it is not recorded in **your schedule**, no cover will apply.
- ! Cover is subject to the **limits of liability**, conditions and exclusions recorded in **your schedule** and in this **policy** booklet.

#### **i** What is employer’s liability cover?

The purpose of this section is to protect **you** in the **event** that **you** are found to be legally liable for **accidental bodily injury** to **employees** of **your business** in connection with **your business** activities as recorded in **your schedule**.

Further details of the cover provided under Section 3C–Employer’s liability, if it is insured under **your policy**, are outlined below.

#### Cover

1. **We** will provide **you** with cover for amounts **you** legally have to pay for **bodily injury** to an **employee**:

- arising out of and in the course of their employment in the **business**, and
- occurring during the **period of insurance** while employed within the Republic of Ireland or Northern Ireland

**We** will also, within the **limit of indemnity** recorded in **your schedule**, pay **you** and any other person entitled to recover payment, for all legal **costs and expenses** in connection with a valid **claim** under Section 3C–Employer’s liability.

The most **we** will pay for:

- any one **claim**, or
- any one series of **claims** arising out of any one **event**,

will not exceed the **limit of indemnity** recorded in **your schedule**, or any lower limit **we** have more specifically recorded under **your policy**. If **we** are liable to more than one party, the total amount **we** pay for all parties will not exceed the **limit of indemnity** recorded in **your schedule**.

2. This cover will extend to:

- a) any **principal**, or
- b) on **your** request:
  - i) the officers, committees and members of the canteen, social, sports, first aid, medical, security or welfare organisations in their respective capacities,
  - ii) any director or senior executive of **yours** (including committee members) for private work undertaken by their **employees**, or
  - iii) any director, partner or **employee** of **yours** while engaged in the **business**.

But only to the extent that:

- i) **you** would have been entitled to cover under this section had the **claim** been made against **you**,
- ii) the **principal** is not entitled to cover under any other **policy**,
- iii) the **insured person** takes reasonable care to observe and fulfil the terms, exclusions and conditions of this **policy** in so far as they apply, and
- iv) nothing in this statement of cover will increase **our** liability to pay any amount greater than the **limits of indemnity**, regardless of the number of **insured persons**.



### Additional extensions

#### 1. Temporary work abroad

**We** will extend the cover provided under Section 3C–Employer’s liability, to liability arising:

- a) within any member country of the European Union, Great Britain, the Channel Islands and the Isle of Man if an **employee**, partner or director is temporarily carrying out work in the course of the **business**, or
- b) elsewhere in the world if 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:

- i) The **employee**, partner or director is normally resident in the Republic of Ireland or Northern Ireland.
- ii) The legal action is brought against **you** in a court of law in the Republic of Ireland.
- iii) The work does not exceed 60 consecutive days, unless **we** agree this in writing.
- iv) **We** will not pay any amount payable under Workmen’s Compensation, Social Security or Health Insurance legislation.
- v) Nothing in this extension will increase **our** liability to pay any amount greater than the **limit of indemnity**, regardless of the number of persons making a **claim**.

#### 2. Cross liability

If more than one party is named as **the insured** on **your schedule**, **we** will treat each party as if the **policy** had been issued to each of them.

Nothing in this extension will increase **our** liability to pay any amount greater than the **limit of indemnity**, regardless of the number of persons making a **claim**.

### X Additional exclusions

No cover is provided under Section 3C–Employer’s liability, for any of the following.

1. Any **claim** by any person for **bodily injury** which is covered under Section 3A–Public liability or Section 3B–Product liability.
2. Any liability or **claim** for which an **indemnity** is provided in full or in part under any other section or subsection or extension of this **policy**, or for which an **indemnity** would be provided but for the application of any of the **policy** terms, conditions or exclusions or the application of any **limit of indemnity**, **limit of liability** or **inner limit**.
3. Any liability or **claim** for any loss, cost, expense, financial loss, court award or for compensation, in any circumstances where there has not been **bodily injury** to an **employee**.
4. Any liability relating to any contract or agreement assumed by **you** which would not have attached to **you** in the absence of the contract or agreement.
5. Any liability or **claim** for **bodily injury** covered under a motor insurance policy or for which **you** are legally required to arrange motor insurance or hold a certificate of guarantee.
6. Any liability or **claim** for **bodily injury** to any **employee** which occurs while the **employee** is undertaking or involved in any of the following activities or while the **employee** is working at, in or on any of the following locations or any ancillary or associated locations:
  - a) any power station, power installation or nuclear installation; or
  - b) any drilling or refining of any liquid or gaseous fuels or any associated structures or vessels; or
  - c) any location used for the production, storage, distribution or sale of natural gas; or
  - d) any location used for the production of liquefied petroleum gas; or
  - e) any **offshore** installation, including accommodation or vessels travelling to, from or between them; or

- f)** any aircraft, airport, airfield, airstrip, aerodrome, satellite, spacecraft, or launch site other than any retail services or other non-aviation business conducted within airport buildings to which aircraft do not have access; or
  - g)** any ship, boat, hovercraft or other watercraft or vessel; or
  - h)** any dock, pier, mooring, marina, wharf, jetty, slip, boatyard or shipyard; or
  - i)** any tower, steeple, chimney, shaft, blast furnace, dam, canal, viaduct, bridge or tunnel; or
  - j)** any underground mine or colliery; or
  - k)** any construction, structural alteration, reconstruction, restoration, structural maintenance or demolition; or
  - l)** any subaqueous work; or
  - m)** any railway or any form of rail transportation which carries fare-paying passengers; or
  - n)** any premises used for the manufacturer, filling, breaking down or storage of fireworks, fuses, cartridges, ammunition or any substance intended for use as an explosive; or
  - o)** any quarry when explosives are being used in connection with commercial quarrying operations; or
  - p)** the manufacture of asbestos **products**; or
  - q)** the processing of flax or cotton, unless specifically agreed by **us** in writing and recorded in **your policy** documents.
- 7.** Any liability or **claim** for **bodily injury** to an **employee** unless the **bodily injury** occurs while the **employee** is engaged in activities or carrying out duties which are solely and directly connected to **your business**, or which are permitted under Section 3C–Employer’s liability.
- 8.** Any liability or **claim** for any fines, penalties or non-compensatory damages of a penal nature including but not limited to aggravated, exemplary, punitive, nominal or liquidated damages.



## Section 4-Computer equipment

- ! The cover outlined in this section will only apply to **your policy** if it is recorded in **your schedule**. If it is not recorded in **your schedule**, no cover will apply.
- ! Cover is subject to the **limits of liability**, conditions and exclusions recorded in **your schedule** and in this **policy** booklet.
- ! **You** must keep any **sum insured you** give us at its correct level, in line with general condition 2 of **your policy**. If **you** do not do this, **you** will be **underinsured**.

### i What is computer equipment cover?

The purpose of this section is to protect **your computer equipment** in case of **damage** or **breakdown** and to assist with specific associated **business** impact costs.

In line with the cyber risks and electronic risks exclusion under the General exclusions of this **policy** booklet, it is important to be aware that no cover is provided under Section 4-Computer equipment, for loss, **damage** or consequential financial loss, which is caused by or arises from:

- A cyber-attack or a cyber-event.
- A cyber-attack linked to a terrorist attack or a terrorist event, or
- A cyber-attack linked to war (whether declared or not).

In addition, no cover is provided under Section 4-Computer equipment, for the commercial value, goodwill value or monetary value of any data.

Further details of the cover provided by Section 4-Computer equipment, if it is insured under **your policy**, are outlined below.

### Cover

The following covers will apply for:

- 'Computer equipment'
- 'Increased costs of working', and
- 'Reinstatement of data'.

where they are individually recorded in **your schedule**.

Unless **we** have recorded otherwise in **your schedule**, an **excess** of €250 will apply to any valid **claim** for loss of or **damage to computer equipment**.

### A. Computer equipment

If **you** have cover for 'Computer equipment' and **we** have recorded it in **your schedule**, **we** will pay **you** for **damage** to or **breakdown** of, **your computer equipment** within the Republic of Ireland, Northern Ireland, Great Britain, the Channel Islands and the Isle of Man.

- a) **Damage** includes **accidental** loss, **damage** or destruction.
- b) **Breakdown** means:
  - i) the actual breaking down or distortion of **your computer equipment**, or
  - ii) an electrical, mechanical or electronic burnout, or
  - iii) failure of any part of the **computer equipment**,

which occurs while the **computer equipment** is in use, which causes sudden stopping of normal functions, and which requires repair or replacement before the **computer equipment** can be used to perform its normal functions.

**We** will not pay:

- a) For **damage** or **breakdown** to portable computers such as laptops or tablets, unless cover for 'portable computers' is specifically recorded in **your schedule**.
- b) For any loss, cost, expense or **claim** which is covered under sub-section 'B. Increase costs of working and reinstatement of data'.

## Basis of claim settlement

We will pay the following:

### 1. For computer equipment that is lost or destroyed

If **your computer equipment** is lost or destroyed, **we** will pay the cost of replacing it with similar **computer equipment** 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** cannot be obtained from the manufacturer or its agents at listed prices or less, **we** will pay for the replacement of the **computer equipment** parts with similar **computer equipment** parts of modern manufacture that can be obtained at listed prices, or less.

### 2. For computer equipment that is damaged or broken down

If **your computer equipment** is **damaged**, **we** will pay the cost of repairing and restoring the **damaged** parts to a condition substantially the same as, but not better or more extensive than, their condition when new.

If at the time of **damage** the parts needed to repair the **damage** or **breakdown** cannot be obtained from the manufacturer or its agents at listed prices or less, **we** will pay for the cost of an equivalent repair to similar **computer equipment** of modern manufacture for which all parts can be obtained at listed prices or less.

For cover to apply, all replacement or repair or restoration work must be completed without undue delay.

## Limit of liability

The most **we** will pay for **damage** to or **breakdown** of **computer equipment** or portable computers is the **sum insured** recorded in **your schedule** for each item.

If all or parts of the property insured are no longer available from their manufacturers or agents, **we** will only pay the equivalent cost for similar property of modern manufacture at the time of the **damage** or **breakdown**.

If any **sum insured you** give **us**, as recorded in **your schedule**, is not at its correct level in line with general condition 2 of this **policy** booklet, the following **underinsurance** condition applies.

### ! Underinsurance condition

If any of **your sums insured** for **computer equipment** at the time of **damage** or **breakdown**, are less than 85% of the full potential cost to make good the property for which they are recorded (as arrived at in line with the above Basis of claim settlement '1. For computer equipment that is lost or destroyed' or '2. For computer equipment that is damaged or broken down'), any **claim** payment **we** make will be reduced accordingly.

The level of reduction will be in proportion to **your** level of **underinsurance** and **you** will have to bear the difference. For example:

- if **you** have calculated **your sum insured** in the **event** of total loss at €150,000,
- but the full potential cost of making good the property in line with the terms of **your policy** is actually €200,000,
- **we** would pay only 75% of any loss or **damage**, no matter what **your claim** amount is.

Please note this is only an example and it does not consider other settlement factors, such as **excess**.

To read more about how **you** can avoid **underinsurance** and **your** obligation to keep **your sums insured** at their correct levels, see condition 2 in the General conditions of this **policy** booklet.

## B. Increased costs of working and reinstatement of data

### Increased costs of working

If **you** have cover for 'Increased costs of working' and **we** have recorded it in **your schedule**, **we** will, following **damage** or **breakdown** covered by an insured cause outlined under this sub-section 'B. Increased costs of working and reinstatement of data', also provide cover for the reasonable increased costs of working:

1. which are consequent to and a direct result of the **damage** or **breakdown**, and
2. which are necessary to avoid or minimise a reduction in turnover (turnover is defined as the consideration for **goods** sold and delivered and services provided, in the course of the **business**).

Cover will be provided during a maximum **indemnity** period of 12 months, starting from the date of **damage** or **breakdown**.

### Reinstatement of data

If **you** have cover for 'Reinstatement of data' and **we** have recorded it in **your schedule**, **we** will, following **damage** or **breakdown** covered by an insured cause outlined under this sub-section 'B. Increased costs of working and reinstatement of data', also provide cover for the costs of replacing or reinstating information and data and reinstalling software:

1. which is consequent to and a direct result of the **damage** or **breakdown**, and
2. which is necessary to avoid or minimise a reduction in turnover (turnover is defined as the consideration for **goods** sold and delivered and services provided, in the course of the **business**).

Cover will be provided during a maximum **indemnity** period of 12 months, starting from the date of **damage** or **breakdown**.

### Professional accountant fees

**We** will also pay as part of any valid **claim** under this sub-section 'B. Increased costs of working and reinstatement of data', the reasonable necessary charges payable by **you** to **your** professional accountants:

- for producing any information or evidence that may be required under the terms of **your policy**, or
- for validating a **claim** made by **you** under Section 4—Computer equipment,

and for certifying that the details provided are in line with **your** accounts or other **business** books or documents.

### Insured causes under B. Increased costs of working and reinstatement of data

**We** will only pay for **claims** under the covers provided by sub-section 'B. Increased costs of working and reinstatement of data', if the loss or **claim** arises from and is a direct consequence of the following:

1. The **computer equipment** being **damaged** or breaking down as defined under sub-section A. Computer equipment.
2. The public supply of electricity being interrupted or reduced at the terminal point of the supplier's feed to **your premises**.

But excluding:

- a) a deliberate act of the supplier, unless the supplier performed the action only for the purpose of protecting life or protecting a part of the supply system, or
- b) a scheme of rationing the supply, unless this is necessary due to physical **damage** to part of the supplier's system.

3. The electricity supply to an item of **computer equipment** failing as a result of sudden and unforeseen loss of or **damage** to the electrical power distribution system within the **premises** the **computer equipment** is in.
4. The failure of any telecommunications network used with the **computer equipment**.

But excluding:

- a) Failure 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.
  - b) Failure due to industrial action by any of the telecommunications service provider's employees.
  - c) Failure caused by **you** using machinery and equipment which is not properly installed and compatible with the network.
5. Information, data or programs on the **computer equipment** being **accidentally** deleted.
  6. **Damage** to any property at the **premises** containing the **computer equipment** (or in the immediate area) where that **damage** prevents or hinders access to or the use of **computer equipment**.

### Limit of liability

1. The most **we** will pay for increased costs of working for any one **claim**, is the **sum insured** for increased costs of working recorded in **your schedule**.
2. The most **we** will pay for reinstatement of data (including the cost of replacing or reinstating information and data and reinstalling software) for any one **claim**, is the **sum insured** for reinstatement of data recorded in **your schedule**.
3. The most that **we** will pay for professional accountant fees for any one **claim** is €5,000.

### Additional benefits

In addition to **your computer equipment** cover, the following benefits will apply.

#### Reinstatement of cover after a loss

**We** will not reduce **your sums insured** or **our limits of liability** by the amount of loss or **damage** involved in any **claim** under Section 4-Computer equipment, as long as:

- **You** continue to pay any additional **premium** **we** require, and
- Neither **you** nor **we** give notice to the contrary.

As a result, if these conditions are met, **your** cover under Section 4-Computer equipment, will be automatically reinstated after a **claim**.

#### Capital additions

**We** will extend any cover **you** have under Section 4-Computer equipment, to additional **computer equipment** **you** have newly acquired and installed during the **period of insurance**.

This extension of cover will apply only:

- from the date of installation of the new **computer equipment**, until the next renewal date of **your policy**, and
- provided there is no other insurance or **indemnity** for the **computer equipment** in place.

Cover during the **period of insurance** for the newly installed **computer equipment**, is subject to the following conditions:

1. The **computer equipment** must not have any defects and must operate as intended by the developer or manufacturer when it is installed.
2. **Our** liability for this automatic cover for additional **computer equipment** will not exceed 20% of the **sum insured** on **computer equipment**, in any one **period of insurance**.

! This capital additions extension will only apply to newly installed **computer equipment** within the **period of insurance**. As a result, in order to obtain **cover** for any recently acquired

**computer equipment** when **you** are renewing **your policy**, **you** will need to make sure the **computer equipment** is specifically included as part of **your** cover and **sums insured**, during **your renewal application** with us.

#### Consulting engineer fees

**We** will pay as part of a valid **claim** for **damage** or **breakdown** to **computer equipment** under Section 4-Computer equipment, the reasonable necessary costs to which **we** agree, for consulting engineers to investigate:

1. the feasibility of repairs to the **damaged** or **broken down computer equipment** (whether successful or not), and
2. the replacement of an item of **computer equipment** that has been **damaged** or **broken down** and which is not repairable.

The most that **we** will pay in any one **period of insurance** for consulting engineer fees is €5,000.

If the **damage** or **breakdown** is caused by an **event** that is not insured under Section 4-Computer equipment, no cover will apply.

#### Temporary repairs and fast-tracking of permanent repairs

**We** will pay as part of a valid **claim** for **damage** or **breakdown** to **computer equipment** under Section 4-Computer equipment, the reasonable necessary costs to which **we** agree, for:

1. making necessary temporary repairs to the **computer equipment** that has been **damaged** or which has **broken down**, and
2. fast-tracking the permanent repair of the **computer equipment** that has been **damaged** or which has **broken down**.

The most **we** will pay in any one **period of insurance** for the combined cost of temporary repairs and the costs to fast-track permanent repairs is €10,000.

If the **damage** or **breakdown** is caused by an **event** that is not insured under Section 4-Computer equipment, no cover will apply.

### Debris removal and protection of computer equipment

We will pay as part of a valid **claim** for **damage** or **breakdown** to **computer equipment** under Section 4–Computer equipment, the reasonable necessary costs to which **we** agree, for:

1. dismantling and/or demolishing and disposing of any part or any item of **computer equipment** covered under this section which has sustained **damage**, and
2. the protection of any part or any item of **computer equipment** insured under this section, whether **damaged** or not, from loss or **damage** or further loss or **damage** provided that protection is necessary as a direct result of **damage** to **computer equipment** insured under this section that has already occurred.

The most that **we** will pay in any one **period of insurance** for the combined cost of removal of debris and protection of **computer equipment** is €10,000.

If the **damage** or **breakdown** is caused by an **event** that is not insured under Section 4–Computer equipment, no cover will apply.

### Discharge of gas-flooding suppression systems

We will pay as part of a valid **claim** for **damage** to **computer equipment** under Section 4–Computer equipment, the reasonable necessary costs to which **we** agree, for refilling any gas-flooding suppression systems installed to protect the **computer equipment**, if they were activated during the course of the **damage**.

The most that **we** will pay in any one **period of insurance** for the refilling of the gas-flooding suppression systems is €13,000.

If the **damage** resulting in activation of the gas-flooding suppression systems is caused by an **event** that is not insured under Section 4–Computer equipment, no cover will apply.

### Additional rental charge

If, as a direct result of a valid **claim** for **damage** or **breakdown** covered under this section, any lease or hire contract in force for the **computer equipment** at the time of the **damage**:

- is necessarily cancelled, and
- replaced by a new lease or hire contract for the equivalent type of **computer equipment** with a higher rental charge,

**we** will pay for the increased element amount of the rental charge, which is incurred during the **period of insurance** that the **damage** or **breakdown** has occurred.

The most that **we** will pay in any one **period of insurance** for additional rental charges is €13,000.

If the **damage** or **breakdown** is caused by an **event** that is not insured under Section 4–Computer equipment, no cover will apply.



### ! Additional conditions

- ! **We** will only provide cover under Section 4—Computer equipment, subject to the following conditions.
- ! If **you** do not meet these conditions, **we** may not be in a position to accept any **claim you** have in connection with **damage** or **breakdown** of **computer equipment** or increased costs of working and reinstatement of data.

### 1. Computer maintenance and protection

**You** must have a valid current **computer maintenance agreement** in place for the **computer equipment** at all times during the **period of insurance**. The only exception to this is any item still covered by a manufacturer or supplier guarantee providing similar protection.

### 2. Computer and storage media data backup arrangements

**You** must:

- Make sure all data records are backed up at least once every seven days and stored off-site.
- Make sure adequate and fit for purpose backup facilities are in place on an ongoing basis, to ensure that all essential **business** information and software can be recovered following **damage** or **breakdown** or a disaster or media failure.
- Make sure backup arrangements for individual systems are tested regularly.
- Make sure that backup data records and related hardware and software:
  - have adequate network protections in place to protect against unauthorised access, and
  - are in a secure location that has adequate physical protection.
- Make sure that backup media is regularly tested ensuring they can be relied upon for emergency use.

### 3. Computer equipment in basements and cellars

**You** must keep moveable **computer equipment** in any basement or cellar, at least 30 centimetres above the floor.

## **X** Additional exclusions

No cover is provided under Section 4-Computer equipment for any of the following.

1. Consequential loss or consequential **damage** of any kind or description.
2. Any amount that can be recovered under a guarantee or **computer maintenance agreement**.
3. Loss, **damage** or **breakdown** as a result of:
  - a) faulty design, material, maintenance or workmanship;
  - b) any part of the **computer equipment** wearing away or wearing out through normal use;
  - c) rust, corrosion, frost, mould, vermin, insects, gradual deterioration, a change in temperature, or atmospheric or weather conditions.
4. Scratching or cracking of painted or polished surfaces.
5. Loss or **damage** caused by information disappearing or being misfiled or misplaced, or loss discovered during audit or while taking inventory.
6. Loss of or **damage** to any **computer equipment** as a result of it undergoing any process of production, packing, treatment, testing, commissioning, servicing or repair.
7. Increased costs of working directly or indirectly caused by temporary interference with transmissions to and from satellites due to atmospheric, weather or solar conditions.
8. Any loss, cost, expense, **damage** or **claim** which is directly or indirectly caused by, contributed to by, arises from, or is occasioned by, or results from, any of the following:
  - a) A cyber-attack. Please refer to the Cyber risks and electronic risks exclusion under the General exclusions of this **policy** booklet.
  - b) A terrorist attack. Please refer to the Terrorism exclusion under the General exclusions of this **policy** booklet.
  - c) War (whether war is declared or not). Please refer to the War exclusion under the General exclusions of this **policy** booklet.
9. Any amount which **you** are relieved of responsibility for under any rental, hire or lease agreement.
10. Any liability which is the subject of **indemnity** under any other section or subsection or extension of this **policy**, or would be but for the application of the **policy** terms including **limit of indemnity**, conditions and exclusions.
11. The commercial value, goodwill value or monetary value of any **data** stored on **computer equipment**.
12. Loss of or **damage** to **computer equipment** or data which is being used for purposes other than that:
  - a) For which it was designed and developed (for example, the modification of software or a program to make it behave in a way not intended by the developer, manufacturer or supplier).
  - b) Which is permitted under the licence agreement between **you** and the **computer equipment** developer, manufacturer or supplier.
13. Loss of or **damage** to **computer equipment** or data due to:
  - a) Software and programs which have not been obtained from legitimate sources.
  - b) Pirated software or programs.
  - c) Illegally copied versions of legitimate software or programs.
  - d) The use of software or programs where **you** have infringed or violated copyright.
14. Loss or **damage** to **computer equipment** or data while the **computer equipment** is being used for illegal or criminal purposes.
15. Loss of or **damage** to **computer equipment** or **breakdown** of **computer equipment** due to:
  - a) Faults or **damage** that were present when this insurance cover was taken out.

## Additional exclusions

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- b) The use of programs or software which are not suitable for the purposes for which they are being used.
16. Any loss, **damage**, cost or expense which is the subject of **indemnity** under or is recoverable under Section 1–Property damage or Section 2–Business interruption, or Section 5–All risks business equipment, or would be but for the application of the **policy** terms including **limits of indemnity, sums insured, inner limits**, conditions and exclusions.



## Section 5–All risks business equipment

- ! The cover outlined in this section will only apply to **your policy** if it is recorded in **your schedule**. If it is not recorded in **your schedule**, no cover will apply.
- ! Cover is subject to the **limits of liability**, conditions and exclusions recorded in **your schedule** and in this **policy** booklet.
- ! **You** must keep any **sum insured you** give us at its correct level, in line with general condition 2 of **your policy**. If **you** do not do this, **you** will be **underinsured**.

### **i** What is all risks cover?

The purpose this section is to get extra protection for loss of or **damage** to items **you** record in **your schedule**. **All risks** cover will continue to protect an item, even when **you** carry it with **you**, or if it is taken away from the **premises**. Items which can be covered on an **all risks** basis can include, for example:

- electronics such as laptops or mobile / smart phones,
- tradespersons tools and materials of trade, or
- other gadgets and items designed to be worn or carried with **you**.

As long as the loss or **damage** is not specifically restricted or excluded under **your policy**, **all risks** cover will apply up to the **limits of liability** recorded in **your schedule** and in this **policy booklet**.

Further details of the cover provided by Section 5–All risks business equipment, if it is insured under **your policy**, are outlined below.

### Cover

**We** will pay for loss of or **damage** to any individual item of **business** equipment recorded in **your schedule**, provided the loss or **damage** is not specifically excluded.

At **our** option, **we** will reinstate, repair, replace or make a payment in the **event** of loss or **damage**. Cover will apply during the **period of insurance**:

- a) in Ireland, Northern Ireland, Great Britain, the Isle of Man, the Channel Islands and anywhere within the continent of Europe, or
- b) for up to 60 days in the rest of the world.

A **policy excess** will not apply to any **claim** made under Section 5–All risks business equipment,

unless an **excess** is specifically recorded in **your schedule**.

### Limit of liability

In the **event** of a valid **claim**, the maximum **we** will pay during any one **period of insurance** for any specified item individually recorded in **your schedule**, is up to the specific **sum insured** for that item, subject to the basis of settlement outlined below.

### Basis of settlement

**We** will use the following principals to settle any valid **all risks claim**:

1. If the property is lost or destroyed, **we** will replace it with similar property, or pay the cost of its replacement.
2. If the property is **damaged**, **we** will pay the cost of repairing or restoring the **damaged** portions of the property to a condition substantially the same as, but not better or more extensive, than their condition when new.
3. If only part of the property is **damaged**, **we** will not pay any amount over the amount **we** would have been liable to pay had the property been wholly destroyed.
4. In all cases, if:
  - any repair or restoration work is not carried out by **you** as quickly as is reasonably possible, or
  - at the time of its **damage**, the property is covered by any other **indemnity** or policy of insurance which is not on an identical basis of reinstatement,

**we** will not pay more than the value of the property at the time of its loss or destruction, or the amount of the **damage**.

## Additional conditions and exclusions

### ! Additional conditions

- **We** may request a proof of valuation before cover or **claims** can be granted on higher value items.
- For some items, **we** may only agree to provide cover subject to additional terms, conditions, restrictions or exclusions. If any of these apply to an item **you** have insured, **we** will record this in **your schedule**.
- In the **event** of a **claim**, **you** must provide evidence to satisfy **us**:
  - that **you** own the item or have suffered a financial loss,
  - of its value,
  - of the details surrounding its loss, and
  - that it cannot be recovered.

### x Additional exclusions

No cover is provided under Section 5–All risks business equipment, for any of the following.

#### A. **We** will not pay for:

1. Loss or **damage** due to theft or attempted theft in which **you** or any member of **your family** or **your household** is involved.
2. Breakage of glass or articles of a brittle nature.
3. **Damage** caused by overwinding, denting, scratching or any internal **damage** to watches or clocks (other than **damage** caused by fire or thieves).
4. Any **motorised or electric vehicle**.
5. Loss or **damage** which is covered by a guarantee.
6. Any improvement or betterment to increase the value or condition of an item beyond what it was at the time of loss or **damage**.

#### B. **We** will not pay for loss or **damage** caused by or arising from:

1. Wear and tear, gradual deterioration or depreciation in value.

2. Insects, vermin, fungus, rot, mildew or corrosion.
3. Atmospheric conditions, the action of light or any process of heating, drying, cleaning, dyeing, alteration, restoration or repair.
4. Chewing, scratching, tearing or fouling by domestic pets belonging to **you** or a member of **your household**.
5. Mechanical or electrical **breakdown**, inherent defect, faulty workmanship or design or the use of faulty materials or parts.

**C. **We** will not pay for any item which is more specifically insured under another policy of insurance or travel insurance policy, or any amount that **you** cannot recover from a more specific policy of insurance or travel insurance policy, because the insurer refuses or reduces a **claim** or applies an **excess**.**

**D. **We** will not pay for theft of any item from an unattended vehicle, unless all windows including sunroofs and doors are securely locked and the item is concealed within a compartment or locked boot.**

**E. **We** will not pay for any loss, **damage**, cost or expense which is the subject of **indemnity** under, or is recoverable under, Section 1–Property damage or Section 2–Business interruption, or Section 4–Computer equipment, or would be but for the application of the **policy** terms including **limits of indemnity, sums insured, inner limits**, conditions, exceptions and exclusions.**



## Section 6–Personal accident

- ! The cover outlined in this section will only apply to **your policy** if it is recorded in **your schedule**. If it is not recorded in **your schedule**, no cover will apply.
- ! Cover is subject to the **limits of liability**, conditions and exclusions recorded in **your schedule** and in this **policy** booklet.

### i What is personal accident cover?

The purpose this section is to provide protection in the form of fixed monetary benefits, in case an **insured person** has an **accident** and suffers specific injuries or death.

Further details of the cover provided by Section 6–Personal accident, if it is insured under **your policy**, are outlined below.

### Cover

**We** will pay **you** the appropriate benefit recorded for any **insured person** named in **your schedule**, if that person is injured or dies within 12 months of an **accident**, which falls under the below table of benefits.

This cover will apply only if the death or injury is caused solely and directly as a result of accidental, visible and external means:

1. within the Republic of Ireland and Northern Ireland – while the **insured person** is engaged in the occupation or activities recorded in **your schedule**, or
2. elsewhere in the rest of the world – for the purposes of travel only.

If the person is resident or working from outside the Republic of Ireland and Northern Ireland, no cover will apply.

### Table of benefits

The following table provides for two types of benefit:

- A. Death / capital benefit
- B. Weekly benefit

A. Death / capital benefit	
Death / capital benefit is paid for the following outcomes:	Occurring within 12 months of injury
1. Death.	
2. Total loss of a hand or hands.	
3. Total loss of a foot or feet.	
4. Total and permanent blindness in one or both eyes.	
5. Permanent disability that prevents the <b>insured person</b> from doing any kind of paid work.	
If <b>we</b> pay death / capital benefit for the accidental death of a person who is identified later to be living, the benefit must be repaid to <b>us</b> .	

B. Weekly benefit	
Weekly benefit is paid for up to 104 weeks from the date of an injury resulting in:	Occurring within 12 months of injury
1. Temporary total disability that prevents the <b>insured person</b> from doing their usual work.	
2. Temporary partial disability that prevents the <b>insured person</b> from doing their usual work.	
<ul style="list-style-type: none"> <li>• For temporary disability that prevents an <b>insured person</b> from doing their usual work, <b>we</b> will also pay the reasonable necessary medical expenses to which <b>we</b> agree, relating to the <b>insured person’s accident</b>.</li> <li>• The maximum amount <b>we</b> will pay for medical expenses is limited to 15% of the amount of the <b>claim</b>, unless <b>we</b> have specifically recorded otherwise in <b>your schedule</b>.</li> </ul>	

**! Conditions**

1. **We** will not pay a benefit for more than one outcome arising from the same injury. Any lump sum amount payable under death / capital benefit, will be reduced by any weekly benefit amount, that is payable for the same **event** or injury.
2. The maximum **we** will pay for all **accidents** happening to any **insured person** during the **period of insurance**, is limited to the death / capital benefit amount recorded in the **schedule** for that person.
3. Once **we** have paid death / capital benefit for an **insured person**, that person’s cover under this section will end.
4. **We** 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.
5. **We** will not pay any weekly benefit until the end of the disablement period, when the total amount payable under the benefit can be calculated, or the end of week 104 after the injury, whichever comes first.
6. **We** will not pay any death / capital benefit for permanent total disablement until the end of week 104 after the injury.
7. **We** will not pay any weekly benefit for the first week of temporary disability.

### ! Additional claims conditions

- a) **We** will not pay a **claim** unless:
1. A person **we** appoint is allowed to be present at or to undertake a medical or surgical examination of the **insured person** after the injury occurs.
  2. A person **we** appoint is allowed to examine the **insured person** as often as **we** may reasonably require.
- b) **We** will not be affected by any trust, charge, assignment or other dealing relating to an **insured person's** benefit. Once **you** or **your** personal representatives receive any compensation payable by **us**, this will in all cases end **our** liability for the **insured person**.
- c) If more than one party has an interest in the **insured person**, the benefit will represent the total amount payable for that **insured person** covering all interests.
- d) Any **insured person** who is injured must get and follow the advice of a qualified doctor as soon as possible. **We** 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.
- e) Any **insured person** or their legal personal representatives must at their expense provide all certificates, information and evidence as **we** may reasonably require.

### x Additional exclusions

No cover is provided under Section 6–Personal accident, for any of the following.

1. 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.
2. 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).
3. Any **accident** happening when the **insured person** is under the influence of alcohol or a drug (other than a drug prescribed by a doctor or dentist for something other than drug addiction).
4. 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.
5. Medical or surgical treatment (except where necessary because of an injury caused by an **accident** insured under this section).
6. Any **accident** happening while the **insured person** is engaged in football (of any kind), hurling, hunting, motorcycling (whether as a driver or passenger), mountaineering, winter sports, water sports, polo, or racing of any kind (other than on foot), unless **we** have agreed otherwise and recorded it in **your schedule**.
7. Any **accident** in connection with the use of a circular saw by any person, unless **we** have agreed otherwise and recorded it in **your schedule**.
8. The **insured person** performing a job or engaged in any occupation other than that recorded in **your schedule**.
9. Any benefit as a result of a death or injury that is insured under a travel insurance policy.





# Section 7–Commercial legal expenses

- ! The cover outlined in this section will only apply to your policy if it is recorded in your schedule. If it is not recorded in your schedule, no cover will apply.
- ! Commercial legal expenses cover does not form part of a specific customer needs assessment and is provided separately as an added-value benefit, underwritten and managed by ARAG Legal Protection Limited.

## **i** ARAG Legal Protection Limited

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, 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 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.

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.

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

## Additional definitions that apply to:

- **Section 7A–Employment Disputes**
- **Section 7B–Legal Defence**
- **Section 7C–Statutory Licence Protection**
- **Section 7D–Property Protection**
- **Section 7E–Bodily Injury**
- **Section 7F–Tax Protection**

## The underwriter

For the purposes of the insurance provided under Section 7, **the underwriter** will mean ARAG Legal Protection Limited who is authorised under a coverholder agreement to administer this insurance on behalf of, ARAG Insurance Company Limited.

## The insurer

For the purposes of the insurance provided under Section 7, **the insurer** shall mean ARAG Insurance Company Limited.

## 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.

# Commercial legal expenses

## Date of occurrence

1. For civil cases (other than under section 7F - 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 underwriter's** agreement.

### Accountants costs

A reasonable amount in respect of all costs reasonably incurred by the **representative** in accordance with **the underwriter's** 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 insurer** 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 insurer** 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 or wages.

## Territorial limit

### For Section 7B-Legal Defence and Section 7E - 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 7A—Employment Disputes
- Section 7B—Legal Defence
- Section 7C—Statutory Licence Protection
- Section 7D—Property Protection
- Section 7E—Bodily Injury
- Section 7F—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 on 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 become 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 Insurer** 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 on the schedule.

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

## Additional claims conditions that apply to:

- Section 7A—Employment Disputes
- Section 7B—Legal Defence
- Section 7C—Statutory Licence Protection
- Section 7D—Property Protection
- Section 7E—Bodily Injury
- Section 7F—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 cooperate fully with **the underwriter** at all times.

e) **The underwriter** will have direct contact with the appointed **representative**.

f) An **insured person** must cooperate 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 insurer** may refuse to pay further **costs and expenses**.

**c)** **The Insurer** 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 Insurer** has to pay and must pay **the Insurer** 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 insurer** will be entitled to re-claim any **costs and expenses** paid by **the insurer**.
- 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 insurer**.

## **X** Additional exclusions that apply to:

- **Section 7A—Employment Disputes**
- **Section 7B—Legal Defence**
- **Section 7C—Statutory Licence Protection**
- **Section 7D—Property Protection**
- **Section 7E—Bodily Injury**
- **Section 7F—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 7A 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 7A to 7F 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 7A to 7F and under the general conditions and general exclusions of this policy.

## Section 7A–Employment Disputes

### 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 proceedings 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 insurer** will pay the **costs and expenses** incurred for this.

### Additional extension to Section 7A–Employment Disputes

#### 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 insurer** 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 Insurer** will pay any financial compensatory award otherwise payable by the Insured in respect

of a claim **the underwriter** has accepted under section 7A Employment Disputes.

## Additional conditions to Section 7A - Employment Disputes

The insurance referred to above 7A 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** claims 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 insurer** shall not exceed €1,500,000 in any one period of insurance.

## Additional exclusions that apply to Section 7A—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 7B–Legal Defence

### 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:
    - Gardaí
    - Health and Safety Authority and/or regional health boardswhere 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 insurer** will pay attendance expenses of an **insured person** for jury service

### Additional extension to Section 7B–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)** The **insured person** 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 Insurer** 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 7B–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 six motor vehicles used for business purposes.

### Section 7C–Statutory Licence Protection

#### 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 7C–Statutory Licence Protection

**The underwriter** will not provide cover in relation to 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 7D–Property Protection

#### 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 7D–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 7E–Bodily Injury

### 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 7E–Bodily Injury

**The underwriter** will not provide cover in relation to 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 7F–Tax Protection

### Cover

#### In relation to revenue audits

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

#### In relation to employer's compliance

**The underwriter** will represent the Insured in any appeal proceedings in relation to 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 relation to VAT disputes

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

### Additional conditions that apply to Section 7F–Tax Protection

The insurance referred to above will 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's** claim handling instructions for the Insured are provided in a separate document called 'How we deal with tax protection claims under your

## Commercial legal expenses

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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 7F—Tax Protection**

**The underwriter** will not provide cover in relation to 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.

### 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 1800 670 407.

These calls are not recorded.

### 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.

! **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](http://www.arag.ie).

From the home page click on the Employment Manual icon.

### 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 0818 254 164.

# Changes to this policy booklet

! A summary of key changes recently included in this policy booklet is set out below. For full terms and conditions, always read your policy booklet, together with your schedule and any applicable endorsements.

## October 2022

### Changes we introduced with this policy booklet version

<p><b>Clearer language and design</b></p>	<p>At FBD Insurance plc, we're always striving to refine our products and give you high standards of protection. With this in mind, we have updated the language and design used throughout our Business Complete policy booklet, making it clearer and easier to understand. We have also introduced a new 'Key information' section at the start of the booklet, with a summary of some of the most essential information about our Business Complete product.</p>
<p><b>General definitions</b></p>	<p>We have included new definitions to explain words and phrases we use and give greater certainty when interpreting your policy cover. The new definitions can be found in the 'General definitions' section and include:</p> <ul style="list-style-type: none"> <li>●Accident, accidental, accidentally;</li> <li>●Accidental damage;</li> <li>●All risks;</li> <li>●Claim;</li> <li>●Cooling-off period;</li> <li>●Endorsement;</li> <li>●Environmental impairment;</li> <li>●Excess;</li> <li>●Flood;</li> <li>●Heave;</li> <li>●Indemnity, indemnify;</li> <li>●Inner limit;</li> <li>●Insured person;</li> <li>●In the open;</li> <li>●Landslip;</li> <li>●Limit of indemnity, limit of liability;</li> <li>●Motorised or electric vehicle;</li> <li>●Offshore;</li> <li>●Peril;</li> <li>●Policy;</li> <li>●Premium;</li> <li>●Proposal form, statement of fact, renewal application;</li> <li>●Schedule;</li> <li>●Settlement;</li> <li>●Subrogation, subrogate;</li> <li>●Subsidence;</li> <li>●Sum insured;</li> <li>●Terms of Business;</li> <li>●Territorial limits;</li> <li>●Underinsurance, underinsured;</li> <li>●Unoccupied;</li> <li>●Water table;</li> <li>●We, us, our;</li> <li>●You, your, yours, yourself, the insured;</li> <li>●Your family;</li> <li>●Your household.</li> </ul>
<p><b>General conditions</b></p>	<p><b>Your duty</b></p> <p>We have included updated terms under general condition 1, requiring you to give us the full information we ask when applying for or renewing your policy and to tell us about changes in the information recorded in your schedule and completed insurance application. We have made it clear that we will not cover any of the following changes in risk after your policy has started, unless you have told us about them and we have agreed to cover them:</p> <ul style="list-style-type: none"> <li>• A change in the business description or business activities recorded in your schedule.</li> <li>• A change in the address of the premises.</li> <li>• A change in the business purposes for which the premises is being used.</li> <li>• A change in the business activities carried out away from the premises.</li> <li>• The exporting of goods to the USA or Canada, or any increase in turnover associated with this activity if it is recorded in your schedule.</li> <li>• The business being wound-up, sold, carried on by a liquidator or receiver, or permanently discontinued.</li> </ul> <p><b>Keep your sums insured at their correct levels</b></p>

# Changes to this policy booklet

	<p>We have set out a new general condition 2, outlining your obligation to keep your sums insured at their correct levels. It is important that you read and understand this condition, as it will help you avoid your sums insured calculations being too low, resulting in 'underinsurance'. If you are underinsured, your policy may not cover full claim costs. In addition, you may be subject to special underinsurance conditions, meaning you will only receive a portion of any claim you have.</p> <p><b>Cancellation of the policy</b></p> <p>We have updated our cancellation condition to explain that we will return the premium you paid for the period of insurance that is left to run, if you cancel the policy within the cooling-off period, or we cancel the policy. If you cancel after the cooling-off period, as long as no claim has been made or is pending, we will return the premium for the period of insurance left to run, less any cancellation charge, in line with the Terms of Business.</p>
<p><b>General exclusions</b></p>	<p>We have updated our general policy exclusions and also added additional exclusions to better highlight some of the general events, claims and losses that our Business Complete policy is not intended to cover. The new more specific general exclusions you should be aware of are:</p> <ul style="list-style-type: none"> <li>●Sanctions exclusion; ●VAT (Value Added Tax) exclusion; ●Fracking exclusion;</li> <li>●Government order exclusion; ●Currency fluctuations exclusion; ●Radon exclusion; ●Mica exclusion; ●Pyrite exclusion; ●Business closure or liquidation exclusion; ●Failure to comply with any law, legislation or regulation exclusion; ●Illegal substances and illegal crops exclusion; ●Data protection regulations breaches exclusion; ●Virtual currencies exclusion;</li> <li>●Wind turbines exclusion; ●Genetically modified crops and organisms exclusion;</li> <li>●Shortage of utility supplies exclusion; ●Excess</li> </ul>
<p><b>Claims conditions</b></p>	<p>We have updated our claims conditions. Under the updated conditions, you must tell us within 48 hours after you become aware of any event which may lead to a claim under your policy, and follow the other obligations we have set out to you. We have also included new claims conditions outlining that we will not cover any claims where you can recover your loss from a compensation fund, highlighting that all claims we pay will be exclusive of VAT if you are VAT registered, and setting out a general subrogation waver. To let us know about a claim, contact us on 0818 18 18 18. Our claims service will make the process as easy as possible for you and talk you through everything step by step.</p>
<p><b>Inflation</b></p>	<p>We have included new information outlining how we may apply inflation protection or 'indexation' under Section 1A of the policy. However, it is important to note that you should not rely on us applying inflation protection to keep any of your sums insured at their correct levels. We do not always apply inflation protection. In addition, the reinstatement cost of your buildings or value of your property may be growing at a different rate. It is a condition of your policy that you keep your sums insured at their correct levels.</p>
<p><b>Section 1A– Buildings, trade contents and stock</b></p>	<p>If 'Section 1A–Buildings, trade contents and stock' is active under your policy, the following changes apply:</p> <p><b>Trade contents limits</b></p> <p>Within the definition of 'trade contents':</p> <ul style="list-style-type: none"> <li>• The €30,000 limit applying to documents, manuscripts and business books, now also includes patterns, plans, moulds, models, designs and computer system records.</li> <li>• In addition, the €13,000 limit previously applying to computer systems and records, now applies to computer equipment only.</li> </ul> <p><b>Escape of oil from any fixed oil-fired heating installation peril</b></p>

We have included a dedicated peril 7b, for escape of oil from any fixed oil-fired heating installation. Where this peril applies to your policy, it will cover loss or damage arising from the escape of oil, but will exclude damage to any part or appliance from which the oil leaked, caused by wear, tear or gradual deterioration, or damage occurring in any building that is empty or not in use.

### **Breaking of fixed sanitary ware, door or window glass and neon or illuminated signs peril**

We have increased the additional €1,000 benefit under peril 11, to €1,300 for any directly resulting:

- damage to display window contents,
- removal or reinstatement required for glass replacement,
- damage to door or window frames,
- boarding-up costs, or
- damage to lettering or artwork.

We have also removed the exclusion on glass breaking within 6 months of a building being built and included a new exclusion for the failure of seals in any glass panel.

### **Accidental damage peril**

We have included new exclusions under peril 13 'Other accidental damage', for utility supplier failures. Under these exclusions, we will not pay for any damage resulting from suppliers not providing or maintaining their supply or service, whether this is due to a deliberate act or the inability of the supplier.

### **Basis of claim settlement**

We have simplified the basis of claim settlement, to include a separate and distinct basis of settlement for:

- A. Buildings and trade contents.
- B. Patterns, plans, moulds, models, designs, documents, manuscripts, business books, computer systems records.
- C. Computer equipment.
- D. Stock.
- E. Property not specifically provided for.
- F. Rent.

In the case of buildings claims, we have updated our retention conditions in line with the Consumer Insurance Contracts Act. These conditions state that we may retain a portion of a buildings claim until rebuilding or repair works are complete. If the claim settlement amount is less than €40,000, the amount retained is 5% of the claim settlement amount. If the claim settlement amount is €40,000 or more, the amount retained is 10% of the claim settlement amount.

### **Intruder and fire alarm guidelines**

We have included updated Intruder and fire alarm guidelines, which will apply where we have recorded under your policy that a security alarm or a fire alarm is required. If we have recorded under your policy that an alarm is required, these conditions will activate by endorsement and detail the full range of measures you must take to make sure your alarms are tested and in use, as well as installed, maintained and managed correctly.

### **Property cover extensions**

- Stock seasonal increase – We have included a new benefit for retail or hospitality outlets, providing a 100% stock sum insured increase during Christmas for the period 1

	<p>December to 7 January each year, and during local festivals from opening time seven days before the date of the local festival, to closing time on date the local festival ends, but excluding any stock held for wholesale or distribution activities.</p> <ul style="list-style-type: none"> <li>• Capital additions – This benefit will now apply to building or trade contents additions at the premises or elsewhere within the Republic of Ireland only, provided any building alterations or additions comply with any permission, sanction, licence or certification of the relevant licensing, planning, building control, or any other competent authority.</li> <li>• Fire brigade charges – This additional benefit now applies to valid fire claims as well as any other valid property damage claim under Section 1A, where fire brigade charges are incurred.</li> <li>• Refilling of fire extinguishment appliances – This additional benefit is now limited to €25,000. It applies for refilling fire extinguishment appliances and replacing used sprinkler heads, as part of any valid claim for damage to buildings, trade contents or stock, caused by any of the insured perils 1 to 12, under the 'Cover' heading of Section 1A.</li> <li>• Property at other locations – This benefit no longer extends to the storage of any computer records, documents, manuscripts, plans or business books at other locations.</li> <li>• Motor vehicles – This additional benefit is now limited to 10% of the combined trade contents and stock sums insured, or €25,000, whichever is the lower amount. It applies for damage to any motor vehicle owned by you and used in connection with the business, if the damage is caused by any of the insured perils 1 to 12, under the 'Cover' heading of Section 1A, while the motor vehicle is housed in any of the insured buildings.</li> <li>• Alternative accommodation – This additional benefit has been removed from Section 1A and no longer applies.</li> </ul>
<p><b>Section 1B– Money</b></p>	<p>If 'Section 1B–Money' is active under your policy, the following changes apply:</p> <p><b>Money seasonal increase</b></p> <p>Unless we have recorded any cover modification to money seasonal increases in your schedule, we will now provide a 100% money sum insured increase as standard:</p> <ul style="list-style-type: none"> <li>• During Christmas – for the period 1 December to 7 January each year, and</li> <li>• During Bank holidays / Local festivals – from opening time on the third banking day before the date of the bank holiday / local festival, to bank closing time on the first banking day after the date of the bank holiday / local festival.</li> </ul> <p><b>Alarm warranty</b></p> <p>We have removed the specific alarm warranty which previously applied under Section 1B–Money.</p> <p><b>Employee fraud or dishonesty</b></p> <ul style="list-style-type: none"> <li>• Section 1B previously excluded loss or damage brought about by employee fraud or dishonesty not discovered within seven working days.</li> <li>• The discovery timeframe outside which employee fraud or dishonesty is excluded has now been amended to 14 days.</li> </ul> <p><b>Money assault extension</b></p> <ul style="list-style-type: none"> <li>• The timeframe to notify us of any accident now falls in line with the general obligation to notify us of any event which may give rise to a claim within 48 hours of becoming aware of it.</li> <li>• We have removed conditions allowing us to undertake our own post mortem examination. We have also removed exclusions in connection with existing health issues, pregnancy, childbirth and injury to any person under 16 or over 70 years of age.</li> <li>• We have included new claims conditions requiring any insured person who is injured to get and follow the advice of a qualified doctor as soon as possible.</li> </ul>

# Changes to this policy booklet

<p><b>Section 2– Business interruption</b></p>	<p>If 'Section 2–Business interruption' is active under your policy, the following changes apply:</p> <p><b>Additional extensions</b></p> <p>We have included new restrictions and exclusions under the Additional extensions of Section 2–Business interruption, as follows:</p> <ul style="list-style-type: none"> <li>• Engineering risks – This benefit will only apply if you have a current inspection certificate for the steam pipes, boilers, economisers or other vessels at the time of loss or damage. We will not pay for any business interruption caused by equipment which is subject to statutory inspection, unless it has a current certificate of test and examination in accordance with applicable statutory inspection regulations.</li> <li>• Prevention of access – This benefit will only apply for business interruption arising from insured damage to property preventing access to the premises, if the damage occurs within a one-kilometre radius of the premises.</li> <li>• Deterioration of stock – We will only pay for business interruption under this benefit arising from damage to stock, if the damage is covered under Section 1B–Deterioration of stock and Section 1B–Deterioration of stock is active under your policy.</li> <li>• Goods in transit – We will only pay for business interruption under this benefit arising from damage to goods in transit, if the damage is covered under Section 1C–Goods in transit and Section 1C–Goods in transit is active under your policy.</li> </ul> <p>We have also included various clarifications throughout the Additional extensions of Section 2–Business interruption, emphasising that these covers are primarily intended to extend any cover you have for loss of gross profit/estimated gross profit or loss of gross revenue/estimated gross revenue, to events of Business interruption caused by damage as a direct result of the insured property damage perils under Section 1A of your policy. These additional extensions are not intended to cover business interruption due, for example, to the general inability or failure of any utility supplier to continue providing or maintaining their service or supply.</p> <p><b>Additional exclusions</b></p> <p>We have included a new exclusion under Section 2–Business interruption, outlining that we will not pay for data and business records recompilation costs.</p>
<p><b>Section 3A– Public liability</b></p>	<p>If 'Section 3B–Public liability' is active under your policy, the following changes apply:</p> <p><b>Defective installation, servicing, repair or alteration</b></p> <p>The defective work extension will only now apply for work at a premises within Ireland or Northern Ireland and specifically excludes any liability arising from goods or products installed in any aircraft.</p> <p><b>Additional exclusions</b></p> <p>New exclusions have been added to Section 3B–Public liability. You should be aware that under these new exclusions, we will not pay for any liability in connection with the following:</p> <ul style="list-style-type: none"> <li>• Bodily injury or third party property damage covered under a motor insurance policy or for which you are legally required to arrange motor insurance.</li> <li>• Any breach of contract, or any penalty under contract.</li> <li>• Ownership, management, control, use or possession of, or work at, in or on any of the following locations, unless specifically agreed by us in writing and recorded in your policy documents:             <ul style="list-style-type: none"> <li>– any power station, power installation or nuclear installation</li> <li>– any oil or gas rig, drilling platform, well, refinery or associated structures or vessels</li> <li>– any location used for the production, storage, distribution or sale of natural gas</li> </ul> </li> </ul>



# Changes to this policy booklet

	<ul style="list-style-type: none"> <li>– any location used for the production of liquefied petroleum gas</li> <li>– any offshore installation, including accommodation or vessels travelling to, from or between them</li> <li>– any aircraft, airport, airfield, airstrip, aerodrome, satellite, spacecraft, or launch site other than any retail services or other non-aviation business conducted within airport buildings to which aircraft do not have access</li> <li>– any ship, boat, hovercraft or other watercraft or vessel</li> <li>– any dock, pier, mooring, marina, wharf, jetty, slip, boatyard or shipyard</li> <li>– any tower, steeple, chimney, shaft, blast furnace, dam, canal, viaduct, bridge or tunnel</li> <li>– any underground mine or colliery</li> <li>– any construction, structural alteration, reconstruction, restoration, structural maintenance or demolition site</li> <li>– any subaqueous site</li> <li>– any railway or any form of rail transportation which carries fare-paying passengers; or</li> <li>– any premises used for the manufacturer, filling, breaking down or storage of fireworks, fuses, cartridges, ammunition or any substance intended for use as an explosive; or</li> <li>– any quarry when explosives are being used in connection with commercial quarrying operations</li> <li>• Any mechanically propelled vehicle, plant or equipment, other than use in connection with your business:             <ul style="list-style-type: none"> <li>– solely a tool of the trade,</li> <li>– while loading or unloading, or</li> <li>– the ownership, possession or use of any semi-trailer or trailer, provided the vehicle, plant or equipment is not leased or hired out to any third party and the bodily injury or third party property damage is not covered under a motor insurance policy or motor insurance is not legally required.</li> </ul> </li> <li>• Any liability, claim, damage or cost for:             <ul style="list-style-type: none"> <li>– Remediating any defect or alleged defect in any product.</li> <li>– Remediating any defect or alleged defect in any lands, buildings, structures or other premises that you have built, rented, leased or sold.</li> </ul> </li> <li>• The manufacture, supply, sale, retail, import, export or dispensing of medicines, pharmaceuticals or drugs of any description, unless specifically agreed by us in writing.</li> <li>• Ownership, possession or use of dangerous dogs where not in accordance with regulations.</li> <li>• Any kind of e-cigarette or vaping device, parts or accessories.</li> <li>• Any kind or any form of aerial vehicle or aircraft, attachment or accessory, unless specifically agreed by us in writing and recorded in your policy documents.</li> <li>• Any product which contains, is produced from, or is derived from human blood.</li> <li>• Any amount payable under Workmen’s Compensation, Social Security or Health Insurance legislation for temporary work abroad.</li> </ul>
<p><b>Section 3B– Product liability</b></p>	<p>If ‘Section 3B–Product liability’ is active under your policy, the following changes apply:</p> <p><b>Additional exclusions</b></p> <p>New exclusions have been added to Section 3B–Product liability. You should be aware that under these new exclusions, we will not pay for any liability in connection with the following:</p> <ul style="list-style-type: none"> <li>• Bodily injury or third party property damage covered under a motor insurance policy or for which you are legally required to arrange motor insurance.</li> </ul>

# Changes to this policy booklet

	<ul style="list-style-type: none"> <li>• Contracts not fulfilled properly, efficiently, any breach of contract, or any penalty under contract.</li> <li>• Any product which is for use in or which forms part of any of the following, unless it is specifically agreed by us in writing and recorded in your policy documents:             <ul style="list-style-type: none"> <li>– any power station, power installation, nuclear installation or nuclear reactor or any product for use in any vessel or machine that contains a nuclear reactor</li> <li>– any oil or gas rig, drilling platform, well, refinery or associated structures or vessels</li> <li>– any location used for the production of liquefied petroleum gas</li> <li>– any offshore installation, including accommodation or vessels travelling to, from or between them</li> <li>– any aircraft, airport, airfield, airstrip, aerodrome, satellite, spacecraft or launch site other than any retail services or other non-aviation business conducted within airport buildings to which aircraft do not have access</li> <li>– any dock, pier, mooring, marina, wharf, jetty, slip, boatyard or shipyard</li> <li>– any ship, boat, hovercraft or other watercraft or vessel</li> <li>– any tower, steeple, chimney, shaft, blast furnace, dam, canal, viaduct, bridge or tunnel</li> <li>– any underground mine or colliery</li> <li>– any railway or any form of rail transportation which carries fare-paying passengers</li> <li>– any gun, ammunition, fuses, cartridges or any substance intended for use as an explosive or explosive material</li> </ul> </li> <li>• Any liability or claim for:             <ul style="list-style-type: none"> <li>– Any ingredient in any pharmaceutical product.</li> <li>– Any medical equipment or medical device.</li> <li>– Any implant or prosthetic item.</li> <li>– Any product which contains, is produced from, or is derived from human blood.</li> </ul> </li> <li>• Any liability, claim or cost for:             <ul style="list-style-type: none"> <li>– Repairing, replacing, reinstating, rectifying, treating, recovering, removing, recalling, reclaiming, destroying or recycling any products.</li> <li>– Withdrawing, or replacing or making good any product.</li> <li>– Remedying any defect or alleged defect in any product.</li> <li>– Remedying any defect or alleged defect in any lands, buildings, structures or other premises that you have built, rented, leased or sold.</li> <li>– Refunding the price paid for any product.</li> </ul> </li> <li>• Any liability, claim or cost for any kind of:             <ul style="list-style-type: none"> <li>– E-cigarette or vaping device, part or accessory.</li> <li>– Aerial vehicle or aircraft, including attachments or accessories, unless specifically agreed by us in writing and recorded in your policy documents.</li> <li>– Inflatable castle, inflatable game or inflatable structure.</li> </ul> </li> <li>• Any liability or claim in connection with any product or service which is exported, imported, sold or supplied to the United States of America or Canada, unless specifically agreed by us in writing.</li> </ul>
<p><b>Section 3C– Employer’s liability</b></p>	<p>If ‘Section 3C–Employer’s liability’ is active under your policy, the following changes apply:</p> <p><b>Additional exclusions</b></p> <p>New exclusions have been added to Section 3C–Employer’s liability. You should be aware that under these new exclusions, we will not pay for any liability in connection with the following:</p> <ul style="list-style-type: none"> <li>• An employee undertaking or involved in any of the following activities or working at, in or on any of the following locations, unless specifically agreed by us in writing and recorded in your policy documents:</li> </ul>

	<ul style="list-style-type: none"> <li>- any power station, power installation or nuclear installation</li> <li>- any drilling or refining of any liquid or gaseous fuels or any associated structures or vessels</li> <li>- any location used for the production, storage, distribution or sale of natural gas</li> <li>- any location used for the production of liquefied petroleum gas</li> <li>- any offshore installation, including accommodation or vessels travelling to, from or between them</li> <li>- any aircraft, airport, airfield, airstrip, aerodrome, satellite, spacecraft, or launch site other than any retail services or other non-aviation business conducted within airport buildings to which aircraft do not have access</li> <li>- any ship, boat, hovercraft or other watercraft or vessel</li> <li>- any dock, pier, mooring, marina, wharf, jetty, slip, boatyard or shipyard</li> <li>- any tower, steeple, chimney, shaft, blast furnace, dam, canal, viaduct, bridge or tunnel</li> <li>- any underground mine or colliery</li> <li>- any construction, structural alteration, reconstruction, restoration, structural maintenance or demolition</li> <li>- any subaqueous work</li> <li>- any railway or any form of rail transportation which carries fare-paying passengers</li> <li>- any premises used for the manufacturer, filling, breaking down or storage of fireworks, fuses, cartridges, ammunition or any substance intended for use as an explosive</li> <li>- any quarry when explosives are being used in connection with commercial quarrying operations</li> <li>- the manufacture of asbestos products</li> <li>- the processing of flax or cotton</li> </ul> <ul style="list-style-type: none"> <li>• Fines, penalties or non-compensatory damages of a penal nature.</li> </ul>
<p><b>Section 4- Computer equipment</b></p>	<p>If 'Section 4-Computer equipment' is active under your policy, the following changes apply:</p> <p><b>Increased costs of working and reinstatement of data</b></p> <p>If you have cover under Section 4 of your policy for 'Increased costs of working' or 'Reinstatement of data' following damage or breakdown to computer equipment, we have clarified that these covers will only apply to costs which are necessary to avoid or minimise a reduction in turnover.</p> <p>The insured causes under increased costs of working and reinstatement of data no longer include information, data or programs on the computer equipment being maliciously deleted, distorted or corrupted.</p> <p>Where cover is provided for 'Professional accountant fees' as part of a claim for 'Increased costs of working' or 'Reinstatement of data', the most we will pay for professional accountant fees as part of any valid claim is now €5,000.</p> <p><b>Additional benefits</b></p> <p>The following changes apply under the additional benefits of Section 4-Computer equipment.</p> <ul style="list-style-type: none"> <li>• Capital additions – We have amended our limit on this benefit from €32,000 to 20% of the sum insured on computer equipment, in any one period of insurance.</li> <li>• Consulting engineers fees – We have included a €5,000 limit for this benefit in any one period of insurance.</li> <li>• Temporary repairs and fast-tracking of permanent repairs – We have amended our limit on this benefit from €32,500 to €10,000 in any one period of insurance.</li> </ul>

# Changes to this policy booklet

	<ul style="list-style-type: none"> <li>• Debris removal and protection of computer equipment – We have amended our limit on this benefit from €6,500 to €10,000 in any one period of insurance.</li> </ul> <p><b>Additional conditions</b></p> <p>We have included updated conditions for ‘Computer and storage media data backup arrangements’. These conditions detail a full range of measures to make sure your computer and storage media and backup arrangements are managed and maintained correctly.</p> <p>In addition, we have included a specific condition for ‘Computer equipment in basement cellars’, requiring you to keep moveable computer equipment in any basement or cellar at least 30 centimetres above the floor.</p> <p><b>Additional exclusions</b></p> <p>New exclusions have been added to Section 4–Computer equipment. You should be aware that under these new exclusions, we will not pay for any of the following:</p> <ul style="list-style-type: none"> <li>• Any amount which you are relieved of responsibility under any rental hire or lease agreement.</li> <li>• The commercial value, goodwill value or monetary value of any data stored on computer equipment.</li> <li>• Loss of or damage to computer equipment or data which is being used for purposes other than as designed, developed or permitted under licence between you and the developer / manufacturer or supplier.</li> <li>• Loss of or damage to computer equipment or data due to software and programs which have not been obtained from legitimate sources, pirated or illegally copied, or where you have infringed or violated copyright.</li> <li>• Loss or damage to computer equipment or data while the computer equipment is being used for illegal or criminal purposes.</li> <li>• Loss of or damage to computer equipment or breakdown of computer equipment due to faults or damage that were present when this insurance cover was taken out or the use of programs or software which are not suitable for the purposes for which they are being used.</li> </ul> <p>It is important to note that we will not pay any claim under Section 4–Computer equipment, which arises from a cyber-attack, a terrorist attack or war.</p>
<p><b>Section 5– All risks business equipment</b></p>	<p>If ‘Section 5–All risks business equipment’ is active under your policy, the following changes apply:</p> <p><b>Territorial limits</b></p> <p>All risks cover is now extended to apply to insured items while in Ireland, Northern Ireland, Great Britain, the Isle of Man, the Channel Islands and anywhere within the continent of Europe, or for up to 60 days in the rest of the world.</p> <p><b>Additional conditions</b></p> <p>We have removed the ‘underinsurance’ condition under Section 5–All risks business equipment. We have also included some new additional conditions. As part of these conditions, we may request a proof of valuation before cover or claims can be granted on higher value items. In addition, in the event of a claim, you must provide evidence to satisfy us that you own the item or have suffered a financial loss, of its value, of the details surrounding its loss, and that it cannot be recovered.</p> <p><b>Additional exclusions</b></p>

# Changes to this policy booklet

	<p>New exclusions have been added to Section 5–All risks. You should be aware that under these new exclusions, we will not pay for any of the following:</p> <ul style="list-style-type: none"><li>• Loss or damage due to theft or attempted theft in which you or any member of your family or your household is involved.</li><li>• Damage caused by overwinding, denting, scratching, or any internal damage to watches or clocks (other than damage caused by fire or thieves).</li><li>• Any motorised or electric vehicle.</li><li>• Loss or damage covered by a guarantee or recoverable under any other insurance policy.</li><li>• Any improvement or betterment to increase the value or condition of an item beyond what it was at the time of loss or damage.</li><li>• Wear and tear, gradual deterioration or depreciation in value, insects, vermin, fungus, rot, mildew or corrosion, atmospheric conditions.</li><li>• The action of light or any process of heating, drying, cleaning, dyeing, alteration, restoration or repair, chewing, scratching, tearing or fouling by domestic pets belonging to you or a member of your household.</li><li>• Mechanical or electrical breakdown, inherent defect, faulty workmanship or design or the use of faulty materials or parts.</li><li>• Theft of any item from an unattended vehicle, unless all windows including sunroofs and doors are securely locked and the item is concealed within a compartment or locked boot.</li></ul>
<b>Section 6– Personal accident</b>	<p>If 'Section 6–Personal accident' is active under your policy, the following changes apply:</p> <p><b>Additional conditions</b></p> <ul style="list-style-type: none"><li>• The timeframe to notify us of any accident under this section now falls in line with the general obligation to notify us of any event which may give rise to a claim within 48 hours of becoming aware of it.</li><li>• We have included new claims conditions allowing a person we appoint to examine an insured person after an injury and requiring any insured person who is injured to get and follow the advice of a qualified doctor as soon as possible.</li><li>• We have removed conditions allowing us to undertake our own post mortem examination.</li></ul> <p><b>Additional exclusions</b></p> <ul style="list-style-type: none"><li>• We have removed exclusions for any accident happening when an insured person is insane, for injury or death related to pregnancy or giving birth and for any person who is 70 years of age or older.</li><li>• A new exclusion has been added for any benefit as a result of a death or injury that is insured under a travel insurance policy.</li></ul>

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