

Protection.
It's in our nature.

Your Guesthouse Multiperil Insurance **Policy Document**



fbd.ie

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



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

Useful Contact Details

FBD Insurance Customer Service

LoCall: 1890 617 617

Website: www.fbd.ie

Email: info@fbd.ie

Claims Telephone No.

LoCall: 1890 953 953

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

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

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Operative Clause

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

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

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

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

SIGNED on behalf of FBD INSURANCE plc

Derek Hall,
Company Secretary

Finance Act 1990

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

Insurance Act 1936

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

PLEASE READ YOUR POLICY AND IF INCORRECT RETURN FOR CORRECTION

Section 1: Guesthouse and Contents

The Company shall by payment, reinstatement or repair at the Company's option indemnify the Insured (as specified in Section 1 of the Schedule under the heading "Sums Insured") in the event of loss of or damage as described herein to:-

The Buildings

- (a) The Insured's Guest House which is brick, stone or concrete built, and roofed with slates, tiles, concrete, asphalt, metal or sheets or slabs composed entirely of incombustible mineral ingredients (except as shown on the Proposal and accepted by the Company).
- (b) All the Domestic Outbuildings and Garages on the same premises and used in connection therewith including the walls, gates and fences around and pertaining to the Guest House.
- (c) The Landlord's fixtures and fittings in the Guest House.

The Contents

(No Part of the structure, ceilings, wallpaper, decorations or the like shall be regarded as contents).

Household goods and personal effects of every description (including money and stamps to an amount not exceeding €650 or five per cent of the full value of the Contents as herein declared, whichever is the less) - belonging to the Insured (or for which he/she is responsible) or to members of his/her family permanently residing with him/her, and fixtures and fittings, the Insured's own, (or for which he/she is responsible), not being Landlord's fixtures and fittings, contained in the Insured's Guest House situate as stated in the Schedule.

ARCHITECTS', SURVEYORS', CONSULTANTS' LEGAL AND OTHER FEES:

The Insurance under Section 1A (The Buildings) includes an amount in respect of Architects', Surveyors', Consulting Engineers' Legal and other fees necessarily incurred in the reinstatement of the property insured consequent upon its destruction or damage but not for preparing any claim. The amount payable for such fees shall not exceed those authorised under the Scale of Professional Charges of the Royal Institute of Architects of Ireland, the Chartered Surveyors Institute, the Association of Consulting Engineers and the Law Society as the case may be, provided that the liability for such destruction or damage and fees shall not exceed in the aggregate the Sum Insured by the said Section.

REMOVAL OF DEBRIS:

The Insurance under Section 1A (The Buildings) includes an amount in respect of costs and expenses necessarily incurred by the Insured with the consent of the Company in

- (a) Removing debris,
- (b) Dismantling and/or demolishing,
- (c) Shoring-up or propping of any portion or portions of the property insured by the said Section destroyed or damaged by fire or by any other peril hereby insured against.

The liability of the Company under this Clause and Section 1A shall in no case exceed the sum insured thereby.

SINGLE ARTICLE LIMIT:

No one article (furniture, pianos, radio and television sets, refrigerators and similar household appliances excepted) shall be deemed of greater value than five per cent of the sum insured on Contents as above described, unless specifically insured as a separate item.

LIMIT FOR VALUABLES:

The total value of articles of gold, silver or other precious metal, jewellery and fur shall be deemed not to exceed one third of the sum insured on Contents as above described unless specifically agreed herein.

THE POLICY DOES NOT COVER:

Property more specifically insured or unless specifically mentioned, deeds, bonds, Bills of Exchange, promissory notes, cheques, securities for money, stamp collections, documents of any kind, manuscripts, medals and coins, motor vehicles (other than ride-on lawn mowers up to a value of €6,500), caravans and accessories or livestock.

| Section 1A: Loss or Damage to the Buildings caused by

1. Fire, Explosion, Lightning, Thunderbolt, Earthquake.
2. Smoke but not smog nor any gradually operating cause or process nor agricultural or industrial process.
3. Aircraft and other Aerial Devices or Articles dropped therefrom.
4. Riot, Civil Commotion, Strikes, Labour Disturbances, Malicious Persons or Vandals excluding:
 - (a) damage to boundary walls, fences and gates
 - (b) damage by any person lawfully in the building
5. Removal (or attempted removal) of Contents from the Guest House and/or the Domestic Outbuildings and Garages on the same Premises and used in connection with the Guest House by persons not authorised to be in the said Buildings. However, the Company shall not indemnify the Insured if at the time of such removal (or attempted removal) the Guest House is unfurnished.
6. Storm or Tempest and Flood excluding:
 - (a) damage caused by Frost, Subsidence or Landslip
 - (b) damage to Fences and Gates
 - (c) damage to free standing television and radio receiving aerials and masts exceeding 15 metres in height.
7. Breakage or collapse of television and radio receiving aerials, aerial fittings and masts, excluding destruction of or damage to or loss of such equipment.

8. Escape of water from any fixed water or heating installation or domestic appliance but excluding loss or damage to any fixed water or heating installation or domestic appliance caused by wear, tear or deterioration.
9. Leakage of oil from any fixed oil-fired heating installation.
 - N.B. For the purpose of this contingency only, the definition of "The Buildings", is understood to include tarmacadam drives and pathways, immediately around and pertaining thereto.
10. Impact with any of The Buildings by any road vehicle, or animal except domestic animals belonging to or under the control of the Insured or any member of his/her family residing with him/her.
11. Falling trees or parts thereof excluding:-
 - (a) loss or damage caused by the felling or lopping of trees by or on behalf of the Insured
 - (b) loss of or damage to fences and gates.
12. Subsidence, Landslip or Ground Heave excluding:-
 - (a) the first €1,000 of each and every loss;
 - (b) damage by river or coastal erosion;
 - (c) damage by bedding down of any buildings or the settlement of newly made-up ground;
 - (d) damage to swimming pools, terraces, drives, footpaths, boundary walls, gates or fences, unless the buildings are also damaged at the same time.
13. Accidental Damage Cover to the Guest House in addition to the events covered under Paragraphs 1 to 12 of this Section excluding loss or damage caused by:
 - (a) wear and tear or gradual deterioration, insects, vermin, corrosion, rats, mildew, fungus, atmospheric conditions, the action of light, any process of heating, drying, cleaning, decorating, alteration or repair, misuse, faulty workmanship or design, the use of faulty materials, or breakdown
 - (b) chewing, scratching, tearing or fouling by domestic pets.

Note: Cover does not operate if the Guest House or any part of the home is lent, let, sub-let, unfurnished or unoccupied.

The Company further agrees to indemnify the Insured in respect of:

14. Accidental damage to underground pipes and cables extending from the Guest House to the public mains (not exceeding 15 metres in length).
15. Accidental Breakage of:
 - (i) fixed glass in windows, doors, fanlights and skylights
 - (ii) fixed washbasins, pedestals, baths, sinks, splashbacks, showertrays, bidets, lavatory pans, cisterns and similar sanitary fixtures

Except when the Guest House is insufficiently furnished for full habitation.

16. Trace and Access:

The cost of removing or replacing any part of the Buildings necessary to repair any fixed household water or heating installation which has caused an escape of water or oil, but excluding loss or damage to the component or appliance from which the water or oil has escaped. The maximum amount payable under this extension shall not exceed €650.

17. In the event of the Insured having contracted to sell his/her interest in the Guest House, the Contracting Purchaser who completes the purchase shall have the benefit of the Insurance hereby up to the date of completion of the Contract of Purchase if and so far as the Guest House is not otherwise insured and without prejudice to the rights and liabilities of the Insured or the Company.

18. Unfurnished and Unoccupied Houses:

The Insurance by Paragraphs 5, 8 and 9 of this Section shall not apply whilst the Guest House is left unfurnished. Further in the event of the said Guest House being left without an inhabitant therein for more than 90 days whether consecutively or not in any one term of insurance, the Insurance by Paragraphs 5, 8 and 9 shall be entirely suspended in respect of any period or periods during which the Guest House may be unoccupied in excess of the aforesaid 90 days.

| Section 1B: Loss or Damage to the Contents caused by

1. Fire, Explosion, Lightning, Thunderbolt, Earthquake.
2. Smoke but not smog nor any gradually operating cause or process nor agricultural or industrial process.
3. Aircraft and other Aerial Devices or Articles dropped therefrom.
4. Riot, Civil Commotion, Strikes, Labour Disturbances, Malicious Persons or Vandals excluding damage by any person lawfully in the building.
5. Removal (or attempted removal) of Contents from the Guest House and/or the Domestic Outbuildings and Garages on the same Premises and used in connection with the Guest House by persons not authorised to be in the said Buildings. However, loss destruction or damage NOT involving entry to or exit from the said Buildings by forcible and violent means whilst the Guest House or any part thereof is lent, let or sublet or occupied by paying guests is excluded.
6. Storm or Tempest and Flood (excluding loss or damage caused by Frost).
7. Breakage or collapse of television and radio receiving aerials, aerial fittings and masts, excluding destruction of or damage to or loss of such equipment.
8. Escape of water from any fixed water or heating installation or domestic appliance but excluding loss or damage to any fixed water or heating installation or domestic appliance caused by wear, tear or deterioration.
9. Leakage of oil from any fixed oil-fired heating installation.
10. Impact with any of the said Buildings by any road vehicle, or animal except domestic animals belonging to or under the control of the Insured or any member of his/her family residing with him/her.

11. Falling trees or parts thereof excluding loss or damage caused by the felling or lopping of trees by or on behalf of the Insured.
12. Subsidence, Landslip or Ground Heave excluding:-
 - (a) the first €1,000 of each and every loss;
 - (b) damage by river or coastal erosion;
 - (c) damage by bedding down of any buildings or the settlement of newly made-up ground;
 - (d) damage to swimming pools, terraces, drives, footpaths, boundary walls, gates or fences, unless the buildings are also damaged at the same time.

The Company further agrees to indemnify the Insured in respect of:-

13. REASONABLE ADDITIONAL EXPENSE

Reasonable additional expense of alternative accommodation should damage by an insured peril render the Guest House uninhabitable but only in respect of the period necessary for their reinstatement and not exceeding 15% of the Sum Insured on The Buildings.

14. ACCIDENTS TO SERVANTS

In the event of Bodily Injury or Disease during the Period of Insurance to any domestic servant, gardeners, painters/decorators or any person carrying out repairs while in the employ of the Insured in connection with the Buildings Insured excluding persons employed in connection with the Insured's business of Guesthouse Proprietor.

The Company will indemnify the Insured against liability at law for damages and claimant's costs and expenses in respect of such bodily injury or disease (other than liability attaching by virtue of a contract or agreement which would not have attached in the absence of such contract or agreement). In addition the Company will indemnify the Insured for costs and expenses incurred by the Insured with its written consent.

PROVIDED THAT:

1. The total liability of the Company under this Section for all payments:
 - (a) in respect of or arising out of any one occurrence or in respect of or arising out of all occurrences of a series consequent on or attributable to one source or original cause shall not exceed €2,600,000.
 - (b) shall be unlimited during any one Period of Indemnity.
2. If the Company shall offer to pay the Insured the full amount of the Company's liability for any bodily injury (or illness) or disease according to the terms of this Section it shall not be bound to defend any action or be liable for any costs or expenses which the Insured may incur in defending such action.

15. TENANTS LIABILITY FOR LANDLORD'S FIXTURES AND FITTINGS

Damage to the Buildings and/or Landlord's Fixtures and Fittings for which the Insured is liable under written contract caused by the perils listed under Section 1B, 4 to 9 herein, provided that the indemnity granted shall not exceed in the aggregate 10% of the sum insured on The Contents as specified in the Schedule.

16. CONTENTS TEMPORARILY REMOVED

Loss or damage to Contents (excluding money) whilst they are temporarily removed elsewhere in Ireland, United Kingdom or the Continent of Europe caused by the Insured Perils excluding:

- (a) Damage by Storm or Flood to property not in an enclosed building
- (b) Theft other than:
 - (i) from a Bank
 - (ii) from any building where the Insured or any member of his/her family is residing, employed or engaged in business.
- (c) Property otherwise insured or removed for sale or exhibition or to a furniture depository.

The Company's liability for loss or damage by this extension is limited to 15% of the total Sum Insured on The Contents by this Section.

17. SERVANTS GOODS (NOT OTHERWISE INSURED)

Loss or damage caused by an insured peril to clothing and personal goods (other than money and/or stamps) of the Insured's Domestic Servants if and so far as such property is not otherwise insured whilst in the Insured's Guest House aforesaid.

18. GLASS BREAKAGE

Accidental Breakage of:-

Glass furniture tops, shelves, ornamental mirrors and fixed glass in furniture but excluding glass in pictures, clocks and similar articles and glass ordinarily carried by hand.

Except when the Guest House is insufficiently furnished for full habitation.

19. COMPENSATION FOR DEATH OF THE INSURED

In the event of fatal injury to the Insured or spouse occurring in the Guest House specified occasioned by outward visible violence caused by Burglars or Housebreakers or by Fire at which a Fire Brigade is in attendance, the Company will pay the sum of €30,000 provided death ensues within three calendar months of such injury.

The liability of the Company under this item during any period of insurance is limited to the said €30,000 and in the event of two or more persons other than the husband or wife, being named as the Insured, the amount recoverable under this item in respect of each shall be limited, unless otherwise herein provided, to a proportionate part of the sum payable hereunder.

20. DOOR LOCKS REPLACEMENT

The cost of replacing external door locks in the Guest House only referred to in the Schedule (locks to all Domestic Outbuildings, Garages and Gates are excluded) where the keys of such locks have been stolen following a break-in at the Guest House. The maximum amount payable under this extension shall not exceed €650.

21. UNAUTHORISED USE OF CREDIT CARDS

Financial loss incurred by the Insured or any member of the Insured's family permanently residing with the Insured resulting from the unauthorised use of personal cheques or any credit, bankers or cash dispenser cards which have been stolen from the Guest House referred to in the Schedule.

PROVIDED that the Insured shall notify the appropriate issuing house within twenty-four hours of the discovery of the loss.

The maximum amount payable under this extension shall not exceed €650.

22. LOSS OF FOOD IN FREEZER

Loss, destruction or damage to food in freezer caused by rise or fall in temperature provided the loss, destruction or damage does not arise from a deliberate act of the Insured or any power supply authority or the withholding or restricting of power by such authority and provided the freezer is not more than 10 years old. The maximum amount payable under this extension shall not exceed €500.

23. PROPERTY IN THE OPEN

Loss or damage to property in the open caused by the stealing or attempted stealing whilst within the boundary of the site on which the buildings stand. The maximum amount payable under this extension shall not exceed €650.

24. BASIS OF SETTLEMENT OF CLAIMS

Except for articles of wearing apparel and household linen, it is agreed that any claim admitted will be settled without deduction for wear, tear or depreciation provided that the sum insured on such contents represents their full value as new at the time of loss, destruction or damage.

25. JURY SERVICE EXPENSES

In the event of the Insured or his/her spouse serving on a jury in any law court in the Republic of Ireland, the Company will pay to the Insured the sum of €25 per day up to a maximum of €650 in any one period of insurance.

26. WEDDING PRESENTS

The sum insured on Contents is increased by up to 20% for a period of 30 days before and 30 days after the date of the wedding of the Insured (or any member of his/her family whether permanently residing with the Insured or not) to cover wedding presents contained in the private dwelling portion of the Guest House.

27. ACCIDENTAL DAMAGE

to television sets, audio, video and home computer equipment while they are in the private dwelling portion of the Guest House, excluding:

- (a) damage by wear and tear
- (b) damage by electrical or mechanical breakdown or misuse
- (c) damage caused during any process of cleaning, maintenance, repair or dismantling
- (d) damage to records, tapes, cassettes, discs and software

Subject to a limit of €1,300 any one loss.

28. TITLE DEEDS

The cost of preparing new Title Deeds to the Property if they are lost or damaged by any of the perils insured by this Policy while in the Guest House or in a bank for safe-keeping up to a limit of €1,000.

29. LOSS OF CENTRAL HEATING OIL

Loss of central heating oil following loss or damage caused by an insured peril. The maximum amount payable under this extension shall not exceed €650.

| Special Provisions applicable to Sections 1A and 1B

1. EXCESS [An Excess is the first amount of any claim payable by you, the Insured]

The Company shall not be liable for:

- (a) the first €500 of each and every claim in respect of water damage (arising from Storm or Flood or Escape of Water or Accidental Damage if applicable);
- (b) the first €1,000 of each and every claim in respect of subsidence as described under Paragraph 12;
- (c) the first €250 of all other claims with the exception of additional covers described under Paragraphs 13 to 28 of Section 1B Contents.

2. AUTOMATIC REINSTATEMENT OF LOSS

In consideration of the sum insured by any item not being reduced by the amount of any loss the Insured shall pay the additional premium on the amount of such loss from the date thereof to the date of expiry of the period of insurance.

3. FIRE BRIGADE CHARGES

The Company will indemnify the Insured in respect of such Fire Brigade attendance charges as may be levied by the Local Authorities in dealing with any fire which results in a claim under sections 1A and 1B of this Policy. The Company's liability in respect of these charges shall not exceed €2,000, unless noted in the Schedule.

4. LOSS OF INCOME

It is agreed that the Company will indemnify the Insured in respect of Loss of Trading Profit in the event of Loss of Income following damage to the insured Property caused by an insured Peril under Section 1.

The maximum amount payable under this Extension shall not exceed €6,500 unless otherwise stated in the Schedule.

5. PUBLIC AUTHORITIES CLAUSE

The Insurance on "Buildings" extends to include such additional cost of reinstatement of the destroyed or damaged property thereby insured as may be incurred solely by reason of the necessity to comply with Building or other Regulations under or framed in pursuance of any Act of the Oireachtas or with Bye-Laws of any Municipal or Local

Authority provided that:-

- (1) The amount recoverable under this extension shall not include:-
 - (a) the cost incurred in complying with any of the aforesaid Regulations or Bye-Laws
 - (i) in respect of destruction or damage occurring prior to the granting of this extension
 - (ii) in respect of destruction or damage not insured by the Company under which notice has been served upon the Insured prior to the happening of the destruction or damage
 - (iii) in respect of undamaged property or undamaged portions of property, other than foundations (unless foundations are specifically excluded from the insurance by this Policy) of that portion of the property destroyed or damaged
 - (b) the additional cost that would have been required to make good the property damaged or destroyed to a condition equal to its condition when new had the necessity to comply with any of the aforesaid Regulations or Bye-Laws not arisen
 - (c) the amount of any rate, tax, duty, development or other charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner thereof by reason of compliance with any of the aforementioned Regulations or Bye-Laws.
- (2) The work of reinstatement must be commenced and carried out with reasonable despatch and may be carried out wholly or partially upon another site (if the aforesaid Regulations or Bye-Laws so necessitate) subject to the liability of the Company under the extension not being thereby increased.
- (3) If the liability of the Company under this Section apart from this extension shall be reduced by the application of any of the terms and conditions of the policy, then the liability of the Company under this extension (in respect of any such Item) shall be reduced in like proportion.
- (4) The total amount recoverable under any item of the Section shall not exceed the sum insured thereby.
- (5) All the conditions of the Policy except in so far as they may be hereby expressly varied shall apply as if they have been incorporated herein.

6. BASIS OF SETTLEMENT OF CLAIMS

It is agreed that except for articles of wearing apparel and household linen, any claim admitted will be settled without deduction for wear, tear or depreciation provided that:

- (a) the sums insured represent the replacement cost of the Contents and/or the cost of reconstruction of the Buildings in the same size and condition as new
- (b) the Buildings have been maintained in good repair

and in the case of Buildings:

- (c) reinstatement is carried out without due delay
- (d) only partial payment shall be made until reinstatement has taken place.

The Company may use partial payments and/or hold back a percentage of the agreed claim settlement amount until the rebuilding or repair work has been completed. The final amount retained is generally in the region of 25%. The Company will pay this amount once satisfied that the works have been completed according to the scope and cost agreed and a final invoice is submitted.

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

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

7. UNOCCUPANCY

In the event of the Insured's Guest House aforesaid being left without an inhabitant therein for more than 90 days whether consecutively or not in any one term of Insurance, the Insurance by paragraphs 5, 8 and 9 of Sections 1A and 1B shall be entirely suspended in respect of any period or periods during which the Guest House may be unoccupied in excess of the aforesaid 90 days.

8. PERSONAL LIABILITY

The Company will indemnify the Insured against liability for:-

- (i) bodily injury to any person not being a member of the Insured's family or household nor at the time of sustaining such injury engaged in the service of the Insured
- (ii) damage to property not belonging to or in the charge of or under the control of:
 - (a) the Insured
 - (b) any member of the Insured's family or household
 - (c) any person under a contract of service or apprenticeship with the Insured

arising out of the Insured's occupancy of the Private Dwelling portion of the premises or caused by the fault or negligence of the Insured in a private capacity .

PROVIDED ALWAYS that the amount payable hereunder in respect of any one accident or series of accidents constituting one occurrence shall not in any case exceed the sum of €2,600,000 in addition to:

- (a) Costs and expenses recoverable from the Insured by any claimant provided such costs and expenses were incurred before the date (if any) on which the Company shall have paid or offered to pay either the full amount of the claim or the total amount recoverable in respect of any one occurrence as hereinbefore provided.
- (b) Costs and expenses incurred by the Insured with the consent of the Company.

CLAIMS ARE EXCLUDED IN RESPECT OF:-

- (i) injury or damage arising out of or incidental to the Insured's business of Guest House Proprietor or any other business or profession of the Insured or the use of lifts or mechanically propelled vehicles or any water or airborne vessel or craft. However, this exclusion shall not apply to pedestrian controlled gardening implements or Ride-on Lawn Mowers used in non-Road Traffic Act circumstances

- (ii) liability arising out of any contract of indemnity which imposes upon the Insured liability which the Insured would not otherwise have been under
- (iii) liability directly or indirectly caused or arising from:

The manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use of or exposure to asbestos or material or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in any sequence to such liability.

Provided that:

- (a) In respect of liability for loss of or damage to material property, only that part of any such loss or damage which is directly or indirectly arising out of or resulting from the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use of or exposure to asbestos is excluded by the foregoing
- (b) In respect of liability for injury, only that part of any such injury which is directly or indirectly arising out of or resulting from the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use of or exposure to asbestos is excluded by the foregoing.
- (iv) any loss or liability which arises out of or is contributed to directly or indirectly by exposure to magnetic electric or electromagnetic fields or radiation however caused or generated.

In the event of the death of the Insured the Company will in respect of the liability incurred by the Insured indemnify the Insured's legal personal representatives in the terms of and subject to the limitations of this Section provided that such personal representatives shall as though they were the Insured observe, fulfil and be subject to the terms, exceptions and conditions of the Policy so far as they can apply.

For the purpose of this Provision the expression "the Insured" shall be deemed to include the husband or wife of the Insured or any members of the Insured's family normally residing with him/her.

| Section 2: Public Liability

The Company will indemnify the Insured against all sums for which the Insured shall in the course of the Business become LEGALLY LIABLE to pay as compensation in respect of:-

- (a) accidental loss of or damage to material property
- (b) accidental bodily injury (or illness) to any person

happening during the Period of Indemnity in Ireland, Northern Ireland, Great Britain, The Channel Islands or the Isle of Man, or elsewhere in the World wherever Directors and/or Non-Manual Employees of the Insured normally resident in Ireland or Northern Ireland are or have been engaged in the Business.

PROVIDED THAT:

- (i) any action for damages is brought against the Insured in a Court of Law within Ireland, Northern Ireland, Great Britain, the Channel Islands, or the Isle of Man

- (ii) the liability of the Company for damages to any claimant or any number of claimants in respect of or arising out of any one occurrence or all occurrences of a series consequent on or attributable to one source or original cause shall not exceed the Limit of Indemnity stated in the Schedule
- (iii) the liability of the Company for all claims for loss of or damage to land, property or building caused by the vibration or the removal or weakening of support to such land, property or building shall not exceed €100,000 in any period of indemnity.

The Company will in addition be responsible for all costs and expenses incurred with the written consent of the Company.

In the event of the death of the Insured the Company will in respect of liability incurred by the Insured indemnify the Insured's legal personal representatives in the terms of and subject to the limitations of this Policy provided that such legal personal representatives shall as though they were the Insured observe, fulfil and be subject to the terms, exceptions and conditions of the Policy so far as they can apply.

EXCEPTIONS

The Indemnity expressed in this section shall not apply to or include:

1. Liability in respect of bodily injury or illness or loss of or damage to property caused by, arising from, or in connection with:-
 - (a) explosion or collapse of any steam pressure vessels (which is deemed not to include reference to tea and coffee making boiler equipment and similar vessels) the property of the Insured or for the maintenance of which the Insured is responsible but this exception shall not apply provided that the vessels shall have been inspected as required by statutory regulations
 - (b) any passenger lift, elevator or escalator but this exception shall not apply provided that these items shall have been inspected as required by statutory regulations
 - (c) goods sold or supplied (excepting liability for foreign or deleterious matter in food or drink supplied by the Insured) or goods which have been repaired, altered, serviced, installed or treated by or on behalf of the Insured
 - (d) remedial or professional or other advice of treatment (other than medical first aid, fire and ambulance services) given or administered or omitted by the Insured or any person in the service of the Insured
 - (e) defective design or formula of any goods
 - (f) contracts imperfectly, inefficiently or improperly fulfilled
 - (g) ownership or possession or use or driving by or on behalf of the Insured of any mechanically propelled vehicle or any water or airborne vessel or craft unless otherwise agreed by the Company but this exception shall not operate in respect of liability for injury or damage occasioned beyond the limits of any carriageway or thoroughfare in connection with the bringing of a load to or the removal of a load from any mechanically propelled vehicle or vessel owned by or under the control of the Insured.
2. Liability in respect of injury or disease to:
 - (i) Any person under a contract of service or apprenticeship with the Insured arising out of or in the course of such service or apprenticeship
 - (ii) Any person who is a member of the Insured's family or household.

3. Liability in respect of loss of or damage to or defect in property being that part of any goods or land or building or structure on which the Insured or any servant or agent of the Insured is or has been working.
4. Liability in respect of loss of or damage to property belonging to or held in trust by or in the custody or control of the Insured or of any servant or agent of the Insured or members of his family but this exception shall not apply to employees' effects.
5. Liability assumed by the Insured by agreement unless such liability would have attached notwithstanding such agreement.
6. Liability in connection with any work of construction, reconstruction, structural alteration, demolition or extension to any building or other structure unless otherwise agreed in advance in writing by the Company.
7. Liability arising out of pollution or contamination of any building or other structure or of water or land or the atmosphere unless caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific moment in time and place during the period of insurance

Provided that:

- (a) all pollution or contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place;
 - (b) the liability of the Company for all damages payable arising out of pollution or contamination which is deemed to have occurred during any one period of insurance shall not exceed in the aggregate €2,600,000 inclusive of all costs legal fees and other expenses.
8. Any action to enforce a judgment against the Insured granted in the Courts of any country outside Ireland, Northern Ireland, Great Britain, the Channel Islands or the Isle of Man.
 9. Liability directly or indirectly caused or arising from:
The manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use of or exposure to asbestos or material or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in any sequence to such liability.

Provided that:

- (a) In respect of liability for loss of or damage to material property, only that part of any such loss or damage which is directly or indirectly arising out of or resulting from the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use of or exposure to asbestos is excluded by the foregoing
 - (b) In respect of liability for injury, only that part of any such injury which is directly or indirectly arising out of or resulting from the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use of or exposure to asbestos is excluded by the foregoing.
10. Any loss or liability which arises out of or is contributed to directly or indirectly by exposure to magnetic electric or electromagnetic fields or radiation however caused or generated.

SPECIAL CONDITIONS AND EXCEPTIONS

1. If the Company shall offer to pay the Insured the full amount of the Company's liability for any bodily injury (or illness) or disease according to the terms of this Section it shall not be bound to defend any action or be liable for any costs or expenses which the Insured may incur in defending such action.

In the event of any person or persons recovering against the Insured in any legal Proceedings a sum exceeding the amount of the Company's liability according to the terms of this Section, the Insured shall pay the excess and shall also pay such a proportion of the costs and expenses of defending the Proceedings as the excess bears to the amount payable hereunder.

2. The Company subject to the terms exceptions and conditions of this Policy will in respect of legal liability for bodily injury (or illness) or loss of or damage to property indemnify:-
- (a) the Officers, Committees and members of the canteen social sports and welfare organisations in their respective capacities as such which the Insured has provided for the benefit of his employees and the Business shall be deemed to include such activities
 - (b) any Director, Partner or Employee of the Insured whilst engaged in the Business if the Insured so requests
 - (c) the Insured and/or any Director or Senior Executive (including Committee Members) of the Insured where such injury (or illness) and/or damage occurs during the actual progress of private work undertaken by the Insured's employees for any of the said persons.

PROVIDED THAT such persons shall observe, fulfil and be subject to the terms of this Policy in so far as they can apply,

3. The Company agrees to indemnify the Insured against all sums for which the Insured shall in the course of the business become legally liable (Liability under contract excepted) to pay as compensation for:-
- (a) loss of or damage to property (other than motor vehicles and contents thereof) belonging to Guests at the Insured's premises up to a sum not exceeding:
 - (i) for any one article (including Cash) €500
 - (ii) for any one guest €1,500
 - (b) loss of or damage to motor vehicles (including accessories) belonging to Guests at the Insured's premises by fire or theft or accidental means up to a sum not exceeding:
 - (i) for any one vehicle €30,000
 - (ii) for any one event irrespective of the number of vehicles involved €65,000

PROVIDED that the Company shall not be liable for:-

- (i) the first €100 of any claim in respect of motor vehicles
- (ii) loss of motor vehicle accessories by theft unless the motor vehicle is stolen at the same time
- (iii) loss or damage arising whilst any motor vehicle is being driven by the Insured or by the Insured's employees.

| Section 3: Employers' Liability

IT IS AGREED that if any person, other than a member of the Insured's family, under a contract of service or apprenticeship with the Insured (hereinafter called "an Employee") shall while employed in or temporarily outside the Republic of Ireland sustain bodily injury or disease caused during the Period of Insurance and arising out of and in the course of his employment by the Insured in the Business (which for the purposes of this Section shall be deemed to include decoration and minor repairs to the Insured's premises specified in the Schedule hereto).

THE COMPANY WILL INDEMNIFY the Insured against LIABILITY AT LAW for damages and Claimant's costs and expenses in respect of such bodily injury or disease (other than liability attaching by virtue of a contract or agreement which would not have attached in the absence of such contract or agreement). In addition the Company will indemnify the Insured for costs and expenses incurred by the Insured with its written consent

PROVIDED THAT:

1. The total liability of the Company under this Section for all payments:
 - (a) in respect of or arising out of any one occurrence or in respect of or arising out of all occurrences of a series consequent on or attributable to one source or original cause shall not exceed the Limit of Indemnity 1 specified in the Schedule
 - (b) during any one Period of Indemnity shall not exceed in the aggregate the Limit of Indemnity 2 specified in the Schedule for any one Period of Indemnity.
2. If the Company shall offer to pay the Insured the full amount of the Company's liability for any bodily injury (or illness) or disease according to the terms of this Section it shall not be bound to defend any action or be liable for any costs or expenses which the Insured may incur in defending such action.

PROVIDED FURTHER that in respect of bodily injury or disease sustained by the Employee while temporarily employed outside the Republic of Ireland the action for damages is brought against the Insured in a Court of Law in the Republic of Ireland.

THE COMPANY WILL ALSO:-

1. Pay the Solicitor's fee incurred with its written consent for representation of the Insured at proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of a statutory duty resulting in bodily injury or disease which may be the subject of indemnity under this Section.
2. In the event of the death of the Insured indemnify the Insured's personal representatives in the terms of this Section in respect of liability incurred by the Insured provided that such personal representatives shall as though they were the Insured observe fulfil and be subject to the terms and conditions of this Policy including this Section in so far as they can apply.

SPECIAL CONDITIONS AND EXCEPTIONS

1. The first premium and all renewal premiums that may be accepted ARE TO BE REGULATED BY THE AMOUNT OF WAGES PAID during each Period of Insurance. The name of every Employee together with the amount of wages salary and other earnings shall be properly recorded and the Insured shall at all times allow the Company to inspect such records and SHALL SUPPLY THE COMPANY WITH A CORRECT AUDITED ACCOUNT of all such wages, salaries and other earnings

paid during any Period of Insurance WITHIN ONE MONTH from the expiry date of such Period of Insurance. If the amount so paid shall differ from the amount on which premium has been paid the difference in premium shall be met by a further proportionate payment to the Company or by a refund by the Company as the case may be. The estimated amount of wages salaries and other earnings on which the premium is based provisionally is shown on the Schedule.

2. The Company, unless otherwise agreed in writing, shall not be liable by virtue of this Section for any injury or disease caused by arising from traceable to or in connection with:
 - (a) (i) the discharge of any missile (including liquids or gas) or
 - (ii) the use of any weapon explosive or other noxious thing or
 - (iii) the doing of any other injurious act either by a belligerent or in combating a belligerent or in repelling an imagined attack by a belligerentor
 - (b) the impact on any person or property of any belligerent aircraft or any aircraft used to combat a belligerent or to repel an imagined attack by a belligerent or any part of or anything dropped from any such aircraft.

The term "belligerent" includes any State or Nation engaged in hostilities whether with the Republic of Ireland or not whether war has been declared or not and any person or body acting on behalf of a belligerent.

3. This Policy will not provide indemnity in respect of liability, loss or damage arising in connection with any work of construction, reconstruction, structural alteration, demolition or extension to any building or other structure unless otherwise agreed in advance in writing by the Company.

| Section 4(a), 4(b): Personal Accident

4(a) NAMED PERSONS

The Company agrees that if the Insured Person named in the Schedule shall sustain bodily injury solely and directly caused by accidental, visible, violent and external means, it will pay to the Insured (or his/her Legal Personal Representative in the event of death) the sum or sums of money as set out below relevant to Section 4(a) as specified on the Schedule.

4(b) FAMILY TRAVEL

The Company agrees that if the Insured or Spouse or any member of the Insured's family resident with him/her shall sustain bodily injury solely and directly caused by accidental, visible, violent and external means while in or on or entering or alighting from:-

- (a) Any road vehicle (other than any cycle constructed or adapted to be driven by motor power) as driver or passenger in a private capacity
 - (b) (i) any Railway Train
 - (ii) any Aircraft operated by a Licensed Operator or Charterer
 - (iii) any passenger ship or ferry, hovercraft, hydrofoil or air cushion vehicle as a passenger in a private capacity
- it will pay to the Insured (or his/her Legal Personal Representative in the event of death) the benefits mentioned below relevant to Section 4(b).

FOR UNITS OF BENEFIT SEE SCHEDULE

Benefits per Standard Unit

Bodily Injury solely and directly caused by accidental, violent, external and visible means and being the sole and direct cause of:-			4(a)	4(b)	
				Persons over 18 years	Persons under 18 years
Occurring within twelve calendar months of the happening of bodily injury as aforesaid	Item 1	Death, or	€2,000	€2,000	€650
	2	Total loss by physical severance at or above the wrist of one or both hands, or	€2,000	€2,000	€2,000
	3	Total loss by physical severance at or above the ankle of one or both feet, or	€2,000	€2,000	€2,000
	4	Total and irrecoverable loss of all sight in one or both eyes, or	€2,000	€2,000	€2,000
	5	Permanent Total Disablement from pursuance of gainful employment of any or every kind	€2,000	€2,000	€2,000
	6	Temporary Total Disablement from engaging in or giving attention to profession or occupation - benefit at rate of	€13 per week after first week of disablement	€13 per week after first week of disablement	Nil
	7	Temporary Partial Disablement from engaging in or giving attention to profession or occupation – benefit at rate of	€7 per week after first week of disablement	Nil	Nil

MEDICAL EXPENSES

Where WEEKLY BENEFIT is payable in respect of any claim under this Policy the Company will pay in addition the medical charges incurred by the Insured in connection with the accident for which such claim is made up to fifteen per cent of the amount of such weekly benefit.

PROVISOS

- No benefit shall be payable under Items 6 and 7
 - until the total amount has been ascertained and agreed
 - unless the bodily injury requires treatment by a duly registered medical practitioner, nor in respect of any period of disablement which is not certified by such a medical practitioner
 - in respect of any one accident for more than 104 weeks after first week of commencement of disablement as certified by a fully qualified medical practitioner.
- Benefit shall not be payable under more than one item in respect of the same bodily injury. Any sums payable under Items 6/7 shall be deducted from any sums subsequently payable under Items 1 to 5 in respect of the same bodily injury, the Company being liable only for the balance.

3. The total sum payable under this Section in respect of any one or more accidents occurring during the Period of Insurance shall not exceed in all the largest sum insured as under any one of the Items 1 to 5, unless otherwise shown in the Schedule.
4. After a person incurs any bodily injury resulting in a claim under any of the Items 1 to 5 no further liability (in respect of that person) shall attach to the Company to make any payment under Section 4(a) and/or 4(b) of this Policy.

GEOGRAPHICAL LIMITS COVER

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

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

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

Special Conditions and Exceptions applicable to Section 4(a) and 4(b)

1. The Company shall not be liable under this Section in respect of bodily injury whether fatal or non-fatal directly or indirectly caused by arising or resulting from or traceable to:
 - (a) the insured person taking part in Military Airforce or Naval Service Operations or whilst at sea as an officer or member of the crew of a merchant vessel
 - (b) intentional self-injury, suicide or attempted suicide (whether felonious or not), provoked assault, fighting (except in bona fide self-defence) or deliberate exposure to exceptional danger (except in an attempt to save human life) disease or natural causes
 - (c) any accident happening when the insured person is in a state of insanity or is under the influence of intoxicating liquor or drug/s or has passed his/her 70th birthday
 - (d) any accident happening while the insured person is engaged or taking part in aeronautics and/or aviation of any description or resulting from being in or upon or entering or descending from any aircraft (other than as a bona fide passenger in a standard type aircraft operated by a recognised Air Charter Company) or while participating in any speed or duration tests of any kind. The expression "aircraft" shall include any vessel, craft, or thing made or intended to float in or travel through the air
 - (e) medical or surgical treatment (except where such treatment is rendered necessary by bodily injury caused by accident within the scope of this Section) childbirth or pregnancy
 - (f) the insured person engaging in football (of any kind), hurling, hunting, motor-cycling (whether as driver or passenger) mountaineering, winter sports, polo, racing of any kind (other than on foot) or using a circular saw UNLESS OTHERWISE AGREED IN WRITING BY THE COMPANY.

2. Immediate notice in writing must be sent to the Head Office or any Branch Office of the Company of any accident to the Insured person who must as early as possible place himself/herself under the care of a fully qualified medical practitioner. When notice is not received by the Company within 14 (fourteen) days after the occurrence of the accident, a fair and reasonable explanation for the delay must be given, otherwise the claim will not be admitted. In the event of death, immediate notice must be sent to the Company.

In no case will the Company be liable unless the person appointed by the Company shall be allowed to make any medical or surgical examination of the Insured person on the occasion of any alleged injury within the meaning of this insurance, and so often as the same may be required on behalf of the Company and in the event of death to make any post mortem examination of the deceased as the Company is advised is necessary, for the purpose of ascertaining the extent of the alleged injuries and disablement or the true cause of death, and no surgical examination of the body shall be made at the instance of the representative of the deceased without due notice having been first given to the Company, so as to enable the Company to have its medical officer present at the same time.

3. If any person to whom this Section applies shall engage in any Profession, Business or Occupation in which greater risk may be incurred than in the Profession, Business or Occupation last declared to the Company, the Company shall not be liable in respect of any bodily injury arising out of or in the course of such Profession, Business or Occupation unless written notice of such change shall have been given to the Company and the Company shall have agreed by endorsement hereon that this Section shall apply to such changed Profession, Business or Occupation.
4. The Insured person or his/her Legal Personal Representatives shall at his/her or their expense furnish to the Company such certificates, information and evidence as the Company may reasonably require in the form and of the nature prescribed by the Company. No claim under this Insurance shall be payable unless the Insured or his/her Legal Personal Representatives have complied with the terms of this condition.
5. In the event of the Company having paid the Principal Sum named herein following a presumption of the accidental death of a person later found to be living, such Principal Sum shall be refunded to the Company by the person or persons to whom it was paid.

Section 5: All Risks

The Company agrees to indemnify the Insured in respect of loss of or damage to property as shown in the Schedule occurring within the Continent of Europe during the period of insurance and elsewhere in the world, for a period of 60 days during the period of insurance.

PROVIDED ALWAYS that the liability of the Company under this Section shall not exceed:-

- (a) in respect of any one item in the Schedule hereto the sum set opposite thereto
- (b) in respect of all loss or damage sustained during any one Period of Insurance the Total Sum Insured
- (c) the maximum liability for any one article shall not exceed €1,300 unless otherwise stated in the Schedule.

SPECIAL CONDITIONS AND EXCEPTIONS TO SECTION 5

1. The Company shall not be liable for:-
 - (a) Loss or damage due to theft or attempted theft in which any member of the Insured's family is concerned as principal or accessory.
 - (b) Loss or damage by confiscation, destruction, requisition or detention by Customs or other Officials or Authorities.
 - (c) Breakage of glass or articles of a brittle nature (other than jewellery), damage caused by overwinding, denting or internal damage of watches or clocks (other than damage caused by fire or thieves).
 - (d) Loss or damage arising from moth, mildew, wear and tear, mechanical or electrical breakdown, inherent defect, gradually operating cause or the actual process of cleaning, dyeing, restoring or altering of any articles.
2. Upon the happening of any event giving rise or likely to give rise to a claim under this Section the Insured shall take all practicable steps to discover the guilty person or persons, if any, and to recover the property lost.
3. In the event of a claim for loss the Insured must afford such evidence as shall satisfy the Company that the property in respect of which a claim is made has been actually lost and is not merely mislaid or missing.

| Addendum - Commercial Legal Expenses

Additional Definitions applying to Commercial Legal Expenses

The following definitions apply to all sections of Commercial Legal Expenses:

THE COMPANY

FBD Insurance plc/DAS Legal Expenses Insurance Company Limited.

THE INSURED PERSON

The Insured and the directors, partners, managers, employees and any other individuals declared to the Company 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 part of the Policy.

DATE OF OCCURRENCE

- (1) For civil cases (other than under Part F Tax Protection) the date of occurrence is when the cause of action first occurred.
- (2) For criminal cases, the date of occurrence is when the Insured person commenced or is alleged to have commenced to violate the criminal law in question.
- (3) For licence or registration appeals, the date of occurrence is when the Insured first became aware of the proposal by the relevant licensing or regulatory authority to suspend, alter the terms of, refuse to renew or cancel the Insured's licence.

- (4) For Tax Protection, the date of occurrence is when the relevant authority sends an assessment or written decision to the Insured following an audit.

COSTS AND EXPENSES

- **Legal costs**

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

- **Accountants costs**

A reasonable amount in respect of all costs reasonably incurred by the representative in accordance with the Company 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 Company 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 Company 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

The Territorial Limits under all parts of the Commercial Legal Protection cover is the **Republic of Ireland** only.

The following extensions apply:

1) For Part B Legal Defence

- 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.
- Insofar as proceedings under the Safety Health and Welfare at Work 2005 are concerned, the Territorial Limit shall be any place where the Act applies.

2) Part E Bodily Injury

- The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.

Commercial Legal Expenses Cover and Limits

COVER

The Company agrees to provide the insurance in this Policy provided:

- (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 Company as soon as the Insured becomes aware of it; and
- (c) any legal proceedings will be dealt with by a court, or other body which the Company 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 Company has agreed to) or make a successful defence.

MAXIMUM LIABILITY UNDER COMMERCIAL LEGAL EXPENSES

The maximum limit of the Company's liability under this Policy shall not exceed:

1. In respect of compensation awards awarded against the Insured by a Rights Commissioner or tribunal in consequence of the cover provided under part A:
The maximum liability of the Company shall not exceed €1,500,000 in the aggregate in any one period of insurance.
2. In respect of all other legal fees and expenses and benefits as described under the Commercial Legal Expenses cover:
The maximum liability is €150,000 any one occurrence and any one period of insurance.

Part A: Employment Disputes

(a) Employment Disputes

The Company 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 Insured;
 - (b) an employee, prospective employee or ex-employee arising from an alleged breach of their statutory rights under employment legislation.

(b) Appeals

For all insured incidents, the Company will help in appealing or defending an appeal as long as the Insured tells the Company within the time limits allowed that they want the Company to appeal. Before the Company pays any costs and expenses for appeals, the Company must agree that it is always more likely than not that the appeal will be successful.

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

(c) Employment Financial Compensation Awards

The Company will pay any financial compensatory award otherwise payable by the Insured in respect of a claim we have accepted under Part A (a) Employment Disputes.

PROVIDED THAT

- (1) Throughout any contract of employment dispute the Insured has sought and followed advice from the Company's legal advice service.
- (2) For compensation following the Insured's breach of statutory duty under employment legislation the Insured has at all times sought and followed advice from the Company'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 has sought and followed advice from the Company's Claim Department prior to serving notice of redundancy.
- (4) The compensation is awarded by a Rights Commissioner or tribunal under a judgment made after full argument and otherwise than by consent or default, or is payable under settlement approved in writing in advance by the Company.
- (5) The total compensation payable by the Company shall not exceed €1,500,000 in any one period of insurance.

EXCEPTIONS

No cover is provided in respect of the following:

- (1) Any claim in respect of damages for personal injury, including stress, bullying or 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.

Part B: Legal Defence

At the Insured's request

- (1) The Company will defend the insured person's legal rights:
 - (a) prior to the issue of legal proceedings when dealing with the
 - Gardai, or
 - Health and Safety Authority and/or regional health 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 Company 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 Company will defend the insured person's (other than the Insured) 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 Company will represent the insured person in appealing against the imposition of terms of any Statutory Notice issued in the Republic of Ireland under legislation affecting the Insured's business.
- (5) The Company will represent the Insured in appealing against the refusal of the Data Commissioner to register the Insured's application for registration.
- (6) The Company will pay attendance expenses of an insured person for jury service.

EXCEPTIONS

No cover is provided in respect of the following:

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

EQUAL STATUS ACT 2000-2015 PROTECTION

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

Provided that:

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

Part C: Statutory Licence Protection

The Company 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.

EXCEPTIONS

No cover is provided in respect of 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.

Part D: Property Protection

The Company 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.

EXCEPTIONS

No cover is provided in respect of 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.

Part E: Bodily Injury

At the Insured's request, the Company will negotiate for an insured person's and their family member's 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. The Company will pay the application fee required by the Injuriesboard.ie.

EXCEPTIONS

No cover is provided in respect of 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 member's 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 Injuriesboard.ie.

Part F: Tax Protection

(a) Revenue Audits

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

(b) Employers Compliance

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

(c) VAT Disputes

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

- (a) For all insured incidents, the Insured has taken reasonable care to ensure that all returns are complete and correct and that such returns are submitted within the statutory time limits allowed;
- (b) The Insured and the representative comply with the Company's claims handling instructions throughout the course of the claim.

EXCEPTIONS

No cover is provided in respect of the following:

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

How the company deal with Tax Protection Claims

The Company claim handling instructions for the Insured are provided in a separate document called 'How we deal with tax protection claims under your Commercial Legal Protection Policy' (A step by step guide to your claim).

The claims handling instructions for the representative are in a document called 'Procedure for Appointed Representative when dealing with Tax Protection Claims'. These documents are available on request.

Additional exclusions applying to Commercial Legal Expenses

Cover under the Commercial Legal Expenses excludes:

- 1 Costs and expenses incurred before the written acceptance of a claim by the Company.
- 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 A(c) Employment Financial Compensation Awards.
- 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 Company not otherwise dealt with under Condition 7.
- 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 to which the Company or the appointed representative have not agreed or where the insured person does anything that hinders the Company or the appointed representative.
- 10 When either at the commencement of or during the course of a claim, the Insured is bankrupt or has filed a bankruptcy petition or winding-up petition, or has made an arrangement with its creditors, or has entered into a deed or arrangement or is in liquidation or part or all of its affairs or property are in the care or control of a receiver or administrator.
- 11 Any claim directly or indirectly caused by or resulting from any device failing to recognise, interpret or process any date as its true calendar date.
- 12 Cover is not operative where the insured has an employee payroll of €5,000,000 or greater; unless specifically agreed by the Company in writing and the appropriate additional premium is paid.

Additional conditions applying to Commercial Legal Expenses

Cover under the Commercial Legal Expenses is subject to the following additional conditions:

- 1 An insured person must:
 - (a) keep to the terms and conditions of this Policy;
 - (b) notify the Company immediately of any alteration which may materially affect the Company's assessment of the risk;
 - (c) take reasonable steps to keep any amount the Company has to pay as low as possible;
 - (d) try to prevent anything happening that may cause a claim;
 - (e) send everything the Company asks for in writing;
 - (f) give the Company full details of any claim as soon as possible and give the Company any information that the Company needs.
- 2 (a) The Company can take over and conduct in the name of an insured person, any claim or legal proceedings at any time.

The Company can negotiate any claim on behalf of an insured person.

- (b) The insured person is free to choose an appointed representative (by sending the Company a suitably qualified person's name and address) if:
 - (i) the Company 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 Company can appoint an appointed representative.
 - (d) An appointed representative will be appointed by the Company and represent an insured person according to the Company's standard terms of appointment. The appointed representative must co-operate fully with the Company at all times.
 - (e) The Company will have direct contact with the appointed representative.
 - (f) An insured person must co-operate fully with the Company and with the appointed representative and must keep the Company up-to-date with the progress of the claim.
 - (g) An insured person must give the appointed representative any instructions that the Company requires.
- 3 (a) An insured person must tell the Company if anyone offers to settle a claim and must not agree to any settlement without the Company's written consent.
 - (b) If an insured person does not accept a reasonable offer to settle a claim, the Company may refuse to pay further costs and expenses.
 - (c) The Company may decide to pay the insured person the amount of damages that the insured person is claiming or is being claimed against them instead of starting or continuing legal proceedings.
 - 4 (a) If the Company 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 Company has to pay and must pay the Company any costs and expenses that are recovered
 - 5 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 Company provides will end at once, unless the Company agrees to appoint another appointed representative.
 - 6 If an insured person settles a claim or withdraws their claim without the Company's agreement, or does not give suitable instructions to an appointed representative, the cover the Company provides will end at once and the Company will be entitled to reclaim any costs and expenses paid by the Company.
 - 7 If any disagreement arising out of this Policy cannot be resolved through the Company's internal complaints procedure, the Company and the Insured must choose a suitably qualified person to arbitrate. The Company and the Insured must both agree to the choice of this person in writing. Failing this an arbitrator will be appointed by the authorised body identified in the current arbitration legislation. All costs of resolving the matter must be paid by the party whose argument is rejected. If the decision is not clearly made against either party, the arbitrator will decide how the costs are shared.

- 8 The Company may at its 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 Company.
- 9 The Insured shall declare information as requested by the Company at the end of each period of insurance. The Insured shall pay any additional premium or receive a refund of premium as the case may be. If the required information is not supplied to the Company at the intervals required, the Company will adjust the Insured's premium in accordance with the index of average earnings published by the Central Statistics Office.
- 10 The Company will not pay any claim covered under any other Policy, or any claim that would have been covered by any other Policy if this Policy did not exist.
- 11 This Policy will be governed by the laws of the Republic of Ireland.

Helpline and Services

HELPLINE SERVICES PROVIDED TO ALL POLICYHOLDERS

Helpline Services are provided 24 hours a day, seven days a week during the period of insurance. To help check and improve service standards, all calls are recorded.

Information	Phone Number
<p>COMMERCIAL LEGAL ADVICE The Company will give the Insured confidential legal advice over the phone on any commercial legal problem affecting the business, under the laws of the Republic of Ireland, Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.</p>	<p>0818 227 047</p>
<p>BUSINESS ASSISTANCE In the event of an unforeseen emergency affecting the Insured's business premises which causes damage or potential danger, the Company 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.</p>	<p>0818 227 047</p>
<p>HEALTH & MEDICAL INFORMATION SERVICE The Company 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.</p>	<p>1890 254 164</p>
<p>COUNSELLING The Company 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. These calls are recorded.</p>	<p>1850 670 407</p>
<p>The Company will not accept responsibility if the Helpline Services fail for reasons the Company cannot control. Please do not phone the above phone numbers to report a general insurance claim.</p>	
<p>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.das.ie From the home page click on the Employment Manual icon. Username for Employment Manual: 7129447 Password for Employment Manual: cer4S6uw (it must be used in this format)</p>	

Principal points to bear in mind if you have a claim:

How we can help	Once you have sent us the details of your claim and we have accepted it, we will start to resolve your legal problem. Always report your claim to us in writing and as soon as possible. We can send you a claim form to help you do this. We normally deal with claims through our Legal Claims Centre but sometimes we use appointed lawyers.
Send your legal expenses claim to	DAS Legal Expenses Insurance Company Limited Europa House, Harcourt Centre, Harcourt Street, Dublin 2.
If you need help from us	You can phone us any time on 0818 227 047 for advice on any commercial legal problem subject to the laws of the Republic of Ireland, UK, Isle of Man and Channel Islands affecting your business. If you require a claim form you can phone us on 01 670 7470 .
When we cannot help	Please do not ask for help from a solicitor or accountant before we have agreed to the appointment of same. If you do, we will not pay the costs involved.
Customer-feedback	DAS is committed to providing the best products and services to our customers. If you have any feedback, suggestions or enquiries about a DAS product or service please email us at products@das.co.uk
Problems	We will always try to give you a quality service. If you think we have let you down, please write to: Our Operations Manager DAS Legal Expenses Insurance Company Limited, Europa House, Harcourt Centre, Harcourt Street, Dublin 2. or you can telephone us on 01 670 74 70 or email us at customerrelation@das.ie Details of our internal complaint-handling procedures are available on request.

| General Conditions and Exceptions

1. **Proposal:** For the purposes of this Policy, proposal shall mean any signed proposal form and declaration and any information in connection with this insurance supplied by or on behalf of the Insured in addition thereto or in substitution therefor whether at the time of acceptance or prior or subsequent thereto.
2. **Policy and Schedule:** This Policy and the Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule shall bear such specific meaning wherever it may appear.
3. **Due Observance and Fulfilment:** The due observance and fulfilment of the terms, conditions and endorsements of this Policy in so far as they relate to anything to be done or complied with by the Insured and the truth of the statements and answers in the said proposal shall be conditions precedent to any liability of the Company to make any payment under this Policy.
4. **Policy Voidable:** This Policy shall:
 - (a) **BE VOID** in the event of misrepresentation, misdescription, or non-disclosure, in any material particular.
 - (b) **BE AVOIDED** with respect to any Section thereof in regard to which there may be any alteration after the commencement of this insurance
 - (i) by removal, or
 - (ii) whereby the risk of loss/damage/injury/disease is increased, or
 - (iii) whereby the Insured's interest ceases (except by will or operation of law) unless such alteration be admitted by memorandum signed by or on behalf of the Company.
 - (c) **BE AVOIDED** if any claim be in any respect fraudulent or if any fraudulent means or devices be used by the Insured or anyone acting on the Insured's behalf to obtain any benefit under this Policy. If any loss or injury destruction or damage be occasioned by the wilful act or with the connivance of the Insured, benefit under this Policy shall be forfeited.
5. **Average:**
 - (a) The sum insured by each property item is declared to be separately but similarly SUBJECT TO THE FOLLOWING CONDITION OF AVERAGE:

CONDITION OF AVERAGE: Whenever a sum insured is declared to be subject to average, if the property covered thereby shall at the breaking out of any fire or at the commencement of any destruction of or damage to such property by any other peril hereby insured against be collectively of greater value than such sum insured, then the Insured shall be considered as being his/her own insurer for the difference and shall bear a rateable share of the loss accordingly.
 - (b) The liability of the Company under this Policy SHALL NOT EXCEED:
 - (i) in respect of damage to Premises such sum as shall be sufficient to make good such damage as may fall to be borne by the Insured
 - (ii) in respect of all loss or damage (including any damage to Premises as aforesaid) sustained during any one Period of Insurance the Sum Insured under the relevant Section as shown in the Schedule
 - (iii) the limit of indemnity as expressed in the Schedule or Section or Appendix thereto.

6. **Pair or Set Clause:** In the event of loss of or damage to any article forming part of a pair or set, the Company shall not be liable for:
- (a) more than the value of the particular part or parts which may be lost or damaged without reference to any special value which such part or parts may have as forming a pair or set
 - (b) the full value of the pair or set as a unit.

7. **Radioactivity, Sonic Bangs, War and Allied Risks:**

This Policy does not cover:

- (a) any legal liability of whatsoever nature or loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or directly occasioned by or any consequential loss directly caused by or contributed to by or arising from:
 - (i) Ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
 - (ii) the radioactive, toxic, explosive or any other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear component thereof;
 - (iii) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction radioactive force or matter;
 - (iv) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter;
 - (v) pressure waves caused by aircraft and other devices travelling at sonic or supersonic speeds nor in the case of livestock in respect of death, injury or loss directly or indirectly occasioned by such pressure waves.
- (b) Personal injury, legal liability, destruction of or damage to property which, at the time of the happening of such destruction or damage, is insured by, or would, but for the existence of this Policy, be insured by any other Policy or Policies except in respect of any excess beyond the amount which would have been payable under such other Policy or Policies had this insurance not been effected.
- (c) Consequential loss unless otherwise stated.
- (d) Bodily injury (fatal or non-fatal), liability loss or damage occasioned by or happening through or in consequence of War, Invasion, Act of Foreign Enemy, Hostilities (whether War be declared or not), Civil War, Rebellion, Revolution, Insurrection, Military or Usurped Power, Riot, Strikes or Labour disturbances, Civil Commotion, Earthquake, Subterranean Fire, or loot and pillage consequent on or in connection with any such perils unless otherwise stated on this Policy.
- (e) Terrorism (Northern Ireland): Damage to any property in Northern Ireland caused by or happening through or in consequence of:
 - (i) riot, civil commotion and, (except in respect of damage by fire or explosion), strikers, locked-out workers or persons taking part in labour disturbances or malicious persons
 - (ii) any unlawful, wanton or malicious act committed maliciously by a person or persons acting on behalf of or in connection with any unlawful association.

For the purpose of this exclusion:

“Unlawful association” means any organisation which is engaged in terrorism and includes an organisation which at any relevant time is a proscribed organisation within the meaning of the Northern Ireland (Emergency Provisions) Act 1973.

“Terrorism” means the use of violence for political ends and includes any use of violence for the purpose of putting the public or any section of the public in fear.

In any action suit or other proceedings where the Company alleges that by reason of the provisions of this exclusion any loss, destruction or damage is not covered by this Policy, the burden of proving that such loss destruction or damage is covered shall be upon the Insured.

8. **Pollution:** Liability arising out of pollution or contamination of any building or other structure or of water or land or the atmosphere unless caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific moment in time and place during the period of insurance
- Provided that
- (a) all pollution or contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place;
 - (b) the liability of the Company for all damages payable arising out of pollution or contamination which is deemed to have occurred during any one period of insurance shall not exceed in the aggregate €2,600,000 inclusive of all costs legal fees and other expenses.
9. **Reasonable Care and Precautions:** The Insured shall
- (i) take all reasonable precautions for the safety of the property insured
 - (ii) at all times exercise REASONABLE CARE that only steady and competent employees are employed.
 - (iii) take all REASONABLE PRECAUTIONS to prevent loss, damage, injury and/ or liability and to ensure that all premises (including walls, gates, fences and hedges), ways, works, plant, machinery, furniture, fittings and appliances are sound and in proper order and fit for the purpose for which they are used and that all Statutory Enactments, Bye-Laws, or Local Regulations are duly observed and complied with
 - (iv) upon any defect or danger being brought to his/her notice forthwith cause such defect or danger to be remedied and in the meantime shall take such temporary precautions to prevent accidents as the circumstances may require but so far as practicable no alteration or repair shall without the consent of the Company be made to any premises after any occurrence covered by this Policy until the Company shall have had an opportunity of making an inspection. The Company shall at all reasonable times have free access to inspect any property and the Insured shall facilitate the Company in every way requested.
10. **Warranties:** Every Warranty shall from the time the warranty attaches apply and continue to be in force during the whole currency of this Policy and non-compliance with any such Warranty whether it increases the risk or not shall be a bar to any claim in respect of such property or item; provided that whenever this Policy is renewed a claim in respect of destruction or damage occurring during the renewal period shall not be barred by reason of a Warranty not having been complied with at any time before the commencement of such period.

11. **Claims:** In the event of any occurrence which may give rise to a CLAIM UNDER THIS POLICY:
- (a) The Insured shall forthwith notify the Company in writing with full particulars.
 - (b) Every letter, claim, writ, summons and process shall be notified or forwarded to the Company immediately on receipt.
 - (c) Notice shall also be given in writing to the Company immediately the Insured shall have knowledge of any impending prosecution inquest or fatal enquiry in connection with any such occurrence as aforesaid.
 - (d) NO ADMISSION OFFER PROMISE OR PAYMENT shall be made or given by or on behalf of the Insured/Claimant without the written consent of the Company which shall be entitled if it so desires to take over and conduct in that person's name the defence, settlement or prosecution for its own benefit of any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the Insured shall give all such information and assistance as the Company may require.
 - (e) The Insured shall WITHIN 30 DAYS after such occurrence, or such further time as the Company may in writing allow, at his/her own expense, deliver to the Company:-
 - (i) A claim in writing containing as particular an account as may be reasonably practicable of the several articles or portions of property destroyed or damaged and of the amount of destruction or damage thereto having regard to their value at the time of the destruction or damage.
 - (ii) Details of any other insurances on any property or liability hereby insured.
 - (iii) Such proofs and information with respect to the claim as may reasonably be required with (if demanded), a statutory declaration of the truth of the claim and of any matters connected therewith.
 - (f) The Insured shall, in case of goods stolen or wilfully damaged, IMMEDIATELY INFORM THE GARDA SIOCHANA and authorise them to give to the Company any information and assistance to which the Insured may be entitled.
 - (g) The Company and every person authorised by the Company may, without thereby incurring any liability and without diminishing the right of the Company to rely upon any conditions of this Policy, enter, take or keep possession of the building or premises where the loss or damage has happened, and may take possession of or require to be delivered to them any of the Property hereby insured and may keep possession of and deal with such Property for all reasonable purposes and in any reasonable manner. This condition shall be evidence of the leave and licence of the Insured to the Company so to do. If the Insured or anyone acting on his/her behalf shall not comply with the requirements of the Company or shall hinder or obstruct the Company in doing any of the above mentioned acts, then all benefit under this Policy shall be forfeited. The Insured shall not in any case be entitled to abandon any Property to the Company whether taken possession of by the Company or not.
12. **Other Insurance or Compensation Fund:** The Company, if at the time any claim arises under this Policy there is any other insurance covering the same liability or property lost/damaged, shall not be liable to pay or contribute more than its rateable proportion of any such claim. If any other insurance effected by or on behalf of the Insured is expressed to cover any of the property hereby insured, but is subject to any provision whereby it is excluded from ranking concurrently with this Policy either in whole or in part or from contributing rateably to the destruction or damage,

the liability of the Company shall be limited to such proportion of the destruction or damage as the sum hereby insured bears to the value of the property.

If at the time any claim arises under this Policy there is a Compensation Fund covering the same liability or the same property lost/damaged, the Company shall not be liable to make any payment under this Policy.

13. Reinstatement by the Company: If the Company shall elect or become bound to reinstate or replace any property the Insured shall at the Insured's own expense produce and give to the Company all such plans, documents, books and information as the Company may reasonably require. The Company shall not be bound to reinstate exactly or completely but only as circumstances permit and in a reasonably sufficient manner and shall not in any case be bound to expend in respect of any one of the items insured more than the sum insured thereon.

14. Cancellation:

- (a) The Company may cancel this Policy or any Section thereof in line with our Terms of Business, by sending seven days' notice in writing to the Insured at his/her last known address with pro-rata return of premium.
- (b) Any request for the cancellation of this Policy, to which the Company agrees, may be subject to a cancellation charge in line with our Terms of Business.

15. Date Recognition: This Policy excludes any claim of whatsoever nature which arises directly or indirectly from or is traceable to the failure or inability of any:

- (a) Electronic circuit microchip integrated circuit microprocessor embedded system hardware software firmware program computer data processing equipment telecommunication or systems or any similar device
- (b) Media or systems used in connection with any of the foregoing

whether the property of the Insured or not to:

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

but this does not exclude any subsequent damage or consequential loss which may arise from any such failure where such damage and/or loss is covered by the terms of this Policy.

16. Terrorism: This Policy excludes loss, damage, cost or expense of whatsoever nature or any legal liability for personal injury to third parties or damage to property belonging to third parties directly or indirectly caused by or resulting from or in connection with:

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

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

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

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

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

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

17. Cyber Risk: This Policy excludes:

- (a) Loss of or damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure, and any business interruption losses resulting from such loss or damage.

Notwithstanding this exclusion, loss of or damage to data or software which is the direct consequence of insured physical damage to the substance of property which is insured shall be covered.

- (b) Loss or damage resulting from an impairment in the function, availability, range of use or accessibility of data, software or computer programs, and any business interruption losses resulting from such loss or damage.

18. Disagreements over a claim:

All disagreements arising out of this Policy shall be referred to the decision of an arbitrator to be appointed by the parties or, failing agreement, by the authorised body identified in the current arbitration legislation. Where any difference is referred to arbitration, the making of an award shall be a condition precedent to any right of action against the Company. Claims not referred to arbitration within 12 calendar months from the date of disclaimer of the liability shall be deemed to have been abandoned.

