

Protection.
It's in our nature.

Your Public House 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.

| Contents

Operative Clause	2
Section 1 - The Buildings	3
Section 2 - Trade Contents	7
Section 3 - Consequential Loss	15
Section 4 - Household Goods & Personal Effects	17
Section 5 - All Risks	24
Section 6 - Money	25
Section 7 - Employers' Liability	28
Section 8 - Public/Products Liability	30
Addendum – Commercial Legal Expenses	34
General Conditions & Exceptions	46



Operative Clause

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

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

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

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

SIGNED on behalf of FBD INSURANCE plc

Kate Tobin

Chief Underwriting Officer

Finance Act 1990

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

Insurance Act 1936

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

PLEASE READ YOUR POLICY AND IF INCORRECT RETURN FOR CORRECTION

Section 1: The Buildings

Definitions of Buildings

The building of the licensed premises, including landlord's fixture and fittings therein and thereon, and all the outbuildings used in connection with the business, and all the boundary walls, gates fences around and pertaining thereto, and the domestic heating fuel tanks owned by the Insured or for which they are responsible.

Construction Clause

The buildings are brick stone or concrete built and roofed with slates, tiles, concrete, asphalt, metal or sheets or slabs composed entirely of incombustible mineral ingredients, or otherwise as per details lodged with and accepted by the Company.

SUB-SECTION A:

Accidental Loss or damage to buildings subject to terms and exclusions contained in Appendix to Sections 1 & 2.

SUB-SECTION B

Accidental breakage of fixed glass and fixed sanitary fittings on the premises the property of the Insured or for which they are responsible.

In addition, the Company will pay the cost of:

- (i) any necessary boarding up
- (ii) repairing damage to window frames and fittings
- (iii) making good damage to display stock
- (iv) re-lettering and re-embossing

Up to an amount not exceeding €1,000 in total in any one period of insurance.

Definition of Glass

All fixed external glass in windows, doors, fanlights, skylights and all internal glass in windows, doors, counter cases, fixed display shelf units, fixed mirrors and chandeliers.

Definition of Sanitary fittings

Fixed baths, sinks, bidets, washbasins, pedestals, lavatory pans, urinals, cisterns and shower units.

EXCLUSION TO SUB-SECTION B

- (i) Glass/Sanitary Fittings which are cracked or broken prior to the inception date of this insurance
- (ii) Scratching or chipping of Glass/Sanitary Fittings without actual breakage
- (iii) Any breakage of Glass/Sanitary Fittings which occurs whilst the premises are unfurnished, untenanted, unoccupied or undergoing structural alterations or repairs
- (iv) Glass in Conservatories or Greenhouses
- (v) Property more specifically insured

SUB-SECTION C

Liability for the cost of reinstatement or repair of accidental breakage of underground waterpipes, gaspipes and electricity cables for which the Insured is responsible, extending from the public mains to the Buildings.

ADDITIONAL CLAUSES SECTIONS 1

Alternative Accommodation

The reasonable additional cost of alternative accommodation in the event of damage by an Insured peril rendering the Buildings uninhabitable but only for the period necessary for their reinstatement and not exceeding 15% of the Sum Insured of the damaged buildings.

Trace and Access

The Cost of removing or replacing any part of the Buildings necessary to repair any fixed 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 escaped.

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

Removal of Debris

Costs and expenses necessarily incurred by the Insured with the written consent of the Company in removing debris, dismantling and/or demolishing, shoring or propping up the property insured by this Policy destroyed or damaged by fire or by any peril to which this Section relates.

Architects', Surveyors' and Consultants' Fees

The insurance on Fees applies only to those necessarily incurred in the reinstatement of the property specified consequent upon its destruction or damage, by fire or by any peril to which this Section relates but not for preparing any claim, it being understood that the amount payable for such fees shall not exceed those authorised under the scale of the appropriate recognised Irish Professional bodies.

Subsidence Excess

The Company shall not be liable for the first €650 or 2.5% of the sum insured under the buildings, whichever is the greater of each and every loss in respect of subsidence, ground heave or landslip.

Public Authorities Clause

The Insurance by this Section 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
 - (iii) under which notice has been served upon the Insured prior to the happening of the destruction or damage
 - (iv) 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 dispatch 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 had been incorporated herein.

Reinstatement Clause

It is agreed that in the event of the property insured under this section being destroyed or damaged, the basis upon which the amount payable under the policy is to be calculated shall be the reinstatement of the property destroyed or damaged, subject to the following special provisions and subject also to the terms and conditions of the policy except in so far as the same may be varied hereby.

For the purposes of the insurance under this memorandum "reinstatement" shall mean:-

The carrying out of the aforementioned work, namely:

- (a) where property is destroyed, the rebuilding of the property in a condition equal to but not better or more extensive than its condition when new,
- (b) where property is damaged the repair of the damage and the restoration of the damaged portion of the property to a condition substantially the same as but not better or more extensive than its condition when new.

Special Provisions

1. The work of reinstatement (which may be carried out upon another site and in any manner suitable to the requirements of the Insured subject to the liability of the Company not being thereby increased) must be commenced and carried out with reasonable dispatch, otherwise no payment beyond the amount which would have been payable under the Policy if this memorandum had not been incorporated therein shall be made.
2. When any property insured under this memorandum is damaged or destroyed in part only the liability of the Company shall not exceed the sum representing the cost which the Company could have been called upon to pay for reinstatement if such property had been wholly destroyed.
3. No payment beyond the amount which would have been payable under the Policy if this memorandum had not been incorporated therein shall be made until the cost of reinstatement shall have been actually incurred.
4. Each Item insured under this memorandum is declared to be separately subject to the following Condition of Average, namely:-

If at the time of reinstatement the sum representing 85% of the cost which would have been incurred in reinstatement if the whole of the property covered by such Item had been destroyed, exceeds the sum insured thereon at the breaking out of any fire or at the commencement of any destruction or damage to such property by any other peril hereby insured against, then the Insured shall be considered as being his own Insurer for the excess and shall bear a rateable proportion of the loss accordingly.

5. No payment beyond the amount which would have been payable under the Policy if this memorandum had not been incorporated therein shall be made if at the time of any destruction or damage to any property insured hereunder such property shall be covered by any other insurance effected by or on behalf of the Insured which is not upon the identical basis of reinstatement set forth herein.
6. Where by reason of any of the above special provisions no payment is to be made beyond the amount which would have been payable under the Policy if this memorandum had not been incorporated therein the rights and liabilities of the Company and the Insured in respect of the destruction or damage shall be subject to the terms and conditions of the Policy, including any Condition of Average therein, as if this memorandum had not been incorporated therein.

PROVIDED ALWAYS that all the Conditions of the Policy (except in so far as they may be hereby expressly varied) shall apply as if they had been incorporated herein.

Retention Clause

In the case of buildings, the Company may hold back a percentage of the agreed claim amount until the rebuilding or repair work has been completed. The amount retained is 10% of the claim settlement amount, if the claim settlement amount is ₹0,000 or more. 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.

Special Conditions

1. The liability of the Company shall in no case under this memorandum and Policy exceed the sum insured by each item of the Policy.
2. This insurance does not cover:-
 - (a) Destruction or damage directly or indirectly occasioned by or happening through or in consequence of Riot, Civil Commotion, War, Invasion, Act of Foreign Enemy, Hostilities whether war be declared or not, Civil War, Rebellion, Revolution, Insurrection or Military or Usurped Power.
 - (b) Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
 - (c) Consequential loss or damage of any kind or description.

Section 2: Trade Contents

DEFINITION OF TRADE CONTENTS

Trade Contents within the Buildings described in Section 1 of this policy, the property of the Insured or held by them in trust for which they are responsible consisting of:-

- (i) Trade Fixtures and Fittings (other than Landlord's fixtures and fittings), Machinery and *All Other Contents (excluding property described by any other item of this section)
- (ii) Wines and Spirits
- (iii) Tobacco and Cigarettes
- (iv) Other Bar Stock
- (v) Other Stock (Unlicensed Business)

***All other Contents shall mean**

- (a) Business books, manuscripts and documents (but only for their value as stationery, together with the cost of clerical labour expended in their reproduction).
- (b) Employees' Personal Effects (other than money) for an amount not exceeding €500 in respect of any one employee.
- (c) Interior decorations and tenants improvements

Excluding:

- (i) Unless more specifically mentioned:
 - (a) deeds, bonds, bills of exchange, promissory notes, money or securities for money, stamps and stamp collections
 - (b) medals and coins
 - (c) jewellery, watches, furs, gold or silver articles, precious metals, precious stones or articles composed of them
 - (d) computer system records and explosives
 - (e) motor vehicles, boats, hovercraft, caravans and trailers, aircraft or parts or accessories on or in any of them
 - (f) domestic animals or livestock
- (ii) Property more specifically insured.

The Cover

The Company shall by payment, reinstatement or repair at the Company's option indemnify the Insured in the event of accidental loss or damage to the property described in the Schedule subject to the terms and exclusions contained in appendix to Sections 1 and 2.

Sub-Section A

Accidental Loss or damage to Trade Contents subject to terms and exclusions contained in Appendix to Sections 1 & 2.

Sub-Section B

Accidental breakage of fixed glass and fixed sanitary fittings on the premises the property of the Insured or for which they are responsible.

The insurance by this sub-section shall only apply if Section 1 of this policy is inoperative.

All the definitions, conditions, warranties and special provisions applicable to sub-section B of Section 1 shall apply to this subsection as if they were incorporated herein.

Sub-Section C

Loss of or damage to Trade Contents by STEALING involving entry to or exit from the building by forcible and violent means including damage to the premises insofar as the Insured is responsible for making good such damage.

Excluding loss of or damage:

- (i) to property in any outbuilding or other building not communicating with the building of the premises
- (ii) to property in any yard, garden or open area
- (iii) occasioned by or through any person lawfully in the premises or directly or indirectly caused by or through the wilful act, procurement, or connivance of the Insured or any member of the Insured's family or business.

Automatic Reinstatement of Sum Insured after Loss

In consideration of the insurance by the items of Sub-Section C not being reduced by the amount of any loss, the Insured shall pay the appropriate extra premium on the amount of the loss from the date thereof to the date of the expiry of the period of insurance.

Replacement Locks

The cost of replacing locks resulting from the theft of the Insured's keys from the premises or from the home of any employee or director - Limit €650.

Additional Clauses Section 2

Seasonal Stock Increase

For the period from the 1st December to 7th January annually and for a period of seven days prior to and during local festivals the Sums Insured set against items (ii), (iii) and (iv) of Sub-Section A of the Section will increase by 100% without the payment of an additional premium by the Insured.

Temporary Removal of Property

Trade Contents (other than stock, goods in trust and employee's personal effects) are covered while temporarily removed for cleaning renovations or repair to other premises in the Republic or Ireland.

The total amount payable under this clause in respect of each item of the policy for any DAMAGE shall not exceed 20% of the sum insured on trade fixtures and fittings.

Stock Debris Removal

Costs and Expenses necessarily incurred by the Insured with the consent of the Company in removing debris of the portion or portions of the property hereby insured, destroyed or damaged by fire or any other peril insured by this Section, but in no case exceeding the sum insured stated in the Policy Schedule.

Basis of Settlement of Claims

The amount payable under this section of the policy in respect of any claim for loss of or damage, by any peril insured by this section, to the property defined under Item 1 Sub-section A (other than Business Books, Documents, Manuscripts and Employees Personal Effects) will be the cost of replacing or repairing the damaged property equal to its condition when new provided that:

- (a) The Sum Insured represents the full replacement value of the property as new.
- (b) In the event of damage to any article, following which that article would be repairable but for the replacement parts being unobtainable, the maximum liability of the Company in respect thereof shall not exceed an amount equal to the original cost price of the article, or the estimated cost of repair if replacement parts had been available, whichever is the greater figure.
- (c) In the event of loss, destruction or damage to any article which forms part of a pair, set, suite or collection the company shall not be liable for more than the value of the particular part or parts so lost, destroyed or damaged, and no compensation is provided hereunder for any reduction in value of the undamaged parts because of the fact that they no longer form part of a complete pair, set, suite or collection.

Appendix to Section 1&2

THE COVER

The Company shall by payment, reinstatement or repair at the Company's option indemnify the Insured in the event of accidental Loss or Damage to the property described in the Schedule subject to the terms, definitions, exclusions provisions and conditions of this Policy

Definitions

1) DAMAGE:

The word "DAMAGE" in capital letters shall mean accidental loss destruction of or damage to the insured property

2) DEFINED PERILS:

The words "DEFINED PERILS" shall mean fire, lightning, explosion, aircraft or other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons other than thieves, earthquake, storm, frost, flood, escape of water from any tank, apparatus or pipe or impact by any road vehicle or animal.

Exclusions

1. DAMAGE caused by or consisting of:

- 1.1 inherent vice, latent defect, gradual deterioration, wear and tear, frost, change in water table level, its own faulty or defective design or materials
- 1.2 faulty or defective workmanship, operational error or omission on the part of the Insured or any of his employees

but this shall not exclude subsequent DAMAGE which itself results from a cause not otherwise excluded.

2. DAMAGE caused by or consisting of:

- corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin or insects
- 2.2 change in temperature, colour, flavour, texture or finish
 - 2.3 theft or attempted theft

3. DAMAGE consisting of:

- 3.4 joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any range of steam and feed piping in connection therewith
- 3.5 mechanical or electrical breakdown or derangement in respect of the particular machine, apparatus or equipment in which such breakdown or derangement originates

but this shall not exclude:

- (a) such DAMAGE not otherwise excluded which itself results from any of the DEFINED PERILS or from any other accidental loss, destruction or damage
- (b) subsequent DAMAGE which itself results from a cause not otherwise excluded

4. Loss or destruction or damage caused by pollution or contamination but this shall not exclude destruction of or damage to the Property Insured, not otherwise excluded caused by:
 - (a) pollution or contamination which itself results from any of the DEFINED PERILS
 - (b) any of the DEFINED PERILS which itself results from pollution or contamination.
5. DAMAGE caused by or consisting of:
 - 5.1 acts of fraud or dishonesty
 - 5.2 disappearance, unexplained or inventory shortage, misfiling or misplacing of information
6. Destruction of or damage to a building or structure caused by its own collapse or cracking unless resulting from any of the Defined Perils in so far as it is not otherwise excluded
7. DAMAGE in respect of movable property in the open, fences and gates caused by wind, rain, hail, sleet, snow, flood or dust.
8. DAMAGE in respect of property situate in Cork City Centre caused by Flood.
9. DAMAGE in respect of property in the open caused by theft or attempted theft.
10. DAMAGE
 - 10.1 caused by fire resulting from its undergoing any heating process or any process involving the application of heat
 - 10.2 (other than by fire or explosion) resulting from its undergoing any process of production, packing, treatment, testing, commissioning, servicing or repair.
11. DAMAGE
 - 11.1 caused by freezing
 - 11.2 caused by escape of water from any tank, apparatus or pipe
 - 11.3 caused (other than by fire or explosion) by malicious persons not acting on behalf of or in connection with any political organisation
 - 11.4 caused by theft or attempted theft in respect of any Premises which are empty or not in use.
12. DAMAGE in respect of:
 - 12.1 jewellery, precious stones, precious metals, bullion, furs, curiosities, works of art or rare books
 - 12.2 glass, china, earthenware, marble or other fragile or brittle objects
 - 12.3 money, as defined in Section 6: Money other than such DAMAGE caused by any of the DEFINED PERILS in so far as it is not otherwise excluded
13. DAMAGE in respect of:
 - 13.1 vehicles licensed for road use (including accessories thereon), caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft
 - 13.2 property or structures in course of construction or erection and materials or supplies in connection with all such property in course of construction or erection
 - 13.3 land, roads, pavements, piers, jetties, bridges, culverts or excavations
 - 13.4 livestock, growing crops or trees unless specifically mentioned as insured by this Policy.

14. Property which at the time of the happening of DAMAGE is insured by or would but for the existence of this Policy be insured by any marine policy or policies except in respect of any excess beyond the amount which would have been payable under the marine policy or policies had this insurance not been effected.
15. Any property more specifically insured by or on behalf of the Insured.
16. Consequential Loss or damage of any kind or description except loss of rent when such loss is included in the cover under this Policy.

Unoccupied Buildings

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

- (1) The cover provided in respect of such building/self contained (or unit within a building) and all insured property therein is restricted to:
 - i) Fire (whether resulting from explosion or otherwise)
 - ii) Lightning
 - iii) Explosion
 - a) of boilers used for domestic purposes only;
 - b) in a building, not being any part of any gas works, of gas used for domestic purposes or used for lighting or heating the building
- (2) Cover under the Policy is subject to the following conditions being complied with in respect of such building/self contained unit:
 - i) All electricity, gas and water supplies have been disconnected at the entry connection to the building/self contained unit (other than water supplies required for automatic sprinklers and isolated electrical circuits, security lighting and alarm systems which remain in operation for security or fire protection purposes);
 - ii) All waste and obsolete combustible materials have been removed and taken away from the building/self contained unit;
 - iii) Temporary buildings and skips not in regular use have been removed from the site;
 - iv) All heating systems and water tanks, pipes and systems (other than those connected to automatic sprinkler installations) have been fully drained;
 - v) All tanks and pressure vessels containing combustible fuels or Liquefied Petroleum Gas (LPG) have been fully drained;
 - vi) All reasonable precautions have been taken to ensure that the buildings are secure against intruders.

Such precautions include:

- a) securely locking and fastening all doors and windows;
 - b) boarding up broken windows and doors as soon as they are discovered, and replacing them within 7 days;
 - c) having all security and alarm systems on and in proper working order, and
 - d) maintaining the security and integrity of all perimeter boundaries.
- vii) The Insured or an authorised representative of the Insured must inspect the inside and outside of the building/self contained unit, at least once every 7 days, to make sure that:
 - the condition or the state of repair of the buildings has not deteriorated; and
 - all physical security and alarm systems are still on and in proper working order.

- viii) The Insured must immediately notify the Company of any arson or vandalism, irrespective of whether such incident results in a claim.
- (3) In all instances where a building/self contained unit or unit within a building becomes unoccupied or untenanted after commencement of this policy, notice must be given to the Company in advance of policy renewal.

Additional Provisions Sections 1 & 2

Index Linked

The Sum Insured set against Item No. 1 Sub-Section A of this section of the policy shall retain its relative value which exists at the effective date of the cover. The Sum Insured and any limits relating thereto shall be linked to and revised in line with the durable household goods grouping in the consumer price index issued by the Central Statistics Office.

The revisions in the sum Insured as provided for by this Special Provision will take place automatically during the currency of the policy without any additional premium being charged to the Insured. At each Renewal Date the Renewal Notice will show the revised Sums Insured based on the position of the indices known to the Company at the time Renewal documents are being produced and the notice will also show the corresponding premium required for the following period of insurance.

In the event of loss or damage to the property by an insured peril the adjustments will continue during rebuilding or repair for a maximum period of twelve months from the date of such loss or damage provided that the rebuilding or repair is carried out without unnecessary delay.

Automatic Reinstatement of Sum Insured after loss

In consideration of the Insurance by any item hereof not being reduced by the amount of any loss the insured shall pay the appropriate extra premium on the amount of the loss from the date thereof to the date of the expiry of the policy.

Workmen's Clause

Joiners and other tradesmen may be employed effecting repairs and minor structural alterations and this is allowed without prejudice to the insurance hereby.

Loss of Licence

The Cover

The Company shall by payment indemnify the Insured in the event of Loss sustained **beyond the control of the insured** as a result of the licence for the sale of excisable liquors being:

- (a) Forfeited under the provisions of the regulations relating to such licences.
- (b) Refused renewal by the licensing Authority.

The amount payable shall be the depreciation in value of the interest of the insured in the premises or business caused by such forfeiture or refused renewal but not exceeding €200,000 and costs and expenses incurred by the insured with the written consent of the Company in connection with any appeal against such a forfeiture.

Exclusions

The Company shall not be liable in respect of loss arising from:-

1. Any refusal to renew a Licence where such refusal entitles the Insured to claim compensation under any Statute.
2. (a) Actual or proposed compulsory acquisition of any of the Premises.
(b) Any scheme of town or country planning improvement or redevelopment.
(c) Redistribution reduction in number or extinguishment of licences as a result of war damage
3. Alteration after the date of this Policy of the law governing the grant, renewal, suspension or forfeiture of licences.
4. Failure:
 - (a) other than for good cause to keep open any Premises during the permitted hours
 - (b) to comply with any direction or requirement of the licensing justices or other authority
 - (c) to maintain any Premises in good sanitary and general repair.
5. Refusal to renew or forfeiture of Licence occasioned wholly or in part by any act or omission of the Insured or by the Insured's failure to take all reasonable action to maintain the Licence in force.

Special Conditions

1. **Important Information:** The Insured shall give written notice to the Company within 48 hours of receiving information whether oral or written that:
 - (a) Any notice, caution or complaint has been given or made against any Premises or the tenant, manager, occupier or Licence holder or that such person has been summonsed or charged with or convicted of or committed for trial for any offence whatsoever.
 - (b) An application for renewal is to be opposed or that its consideration is adjourned or referred to the compensation authority or the Licence holder is required to give any undertaking or structural alterations are required.
 - (c) The licence holder has died, become bankrupt, absconded or been rendered incapable by sickness or other infirmity of carrying on business.
2. **Notice of Forfeiture or Refusal to renew:** The Insured shall give written notice to the Company within 48 hours of the forfeiture of or refusal to renew any licence or of any event likely to prejudice the Licence coming to the knowledge of the Insured stating (as far as the Insured is able) the grounds on which any order was made or the particulars of such event and the Company shall be entitled to appeal in the name of the Insured against any such refusal to renew or forfeiture and shall have full discretion in the conduct of any proceedings. The Insured shall give all such assistance as the Company may require.
3. **Details of any Loss:** As soon as practicable after the forfeiture or non-renewal of a Licence the Insured shall deliver to the Company a detailed statement of the loss with all such proofs and information as may reasonably be required together with

(if required) a statutory declaration of the truth and accuracy of such statement. The Insured shall permit the Company to take proceedings at its own expense and for its own benefit but in the name of the Insured to recover compensation or secure indemnity from any party in respect of anything covered by this Policy.

4. **Alteration to Premises:** No alteration to any Premises shall be made without the sanction of the licensing and other competent authorities and no application shall be made for the removal of the Licence to other premises nor shall any offer be made to surrender or discontinue any licence without the written consent of the Company. The Insured shall from time to time give all such information as the Company may require for any purposes connected with this Policy and the risk hereby insured against and any duly authorised representative of the Company may at all reasonable times enter upon to inspect any of the Premises.
5. **Exercise of Insured's rights:** The Insured shall exercise against the tenant, manager or occupier of any premises and the Licence holder all rights, powers and privileges which the Insured may be entitled so to exercise and which may be calculated to protect any Licence against loss or to protect the interest of the Insured. The Insured shall make all such applications including application to the District Court for a Protection Order and generally do all such acts or things which the Insured may be entitled to do under the Licensing Acts or otherwise and which are calculated or intended to prevent the loss of any licence by non-renewal or forfeiture. In the event of the death, bankruptcy or incapacity of any tenant, manager, occupier or Licence holder or, if any such person shall abscond or be convicted of any offence, the Insured shall procure a suitable person to replace him and forthwith make application for the transfer of the Licence or grant of the Licence by way of renewal to such other person.
6. **Transfer of Interest:** The Company shall in no case be bound to accept notice of any transfer of interest arising hereunder and nothing herein contained shall give any right against the Company to any person other than the Insured except a transferee approved by the Company.

Section 3: Consequential Loss

Definitions

Gross Profit: The money (less discounts allowed) paid or payable to the Insured for goods sold and delivered (less the net purchase price of such goods) and for services rendered in the course of the business at the premises.

Takings The money paid or payable to the Insured for goods sold and delivered or for services rendered in course of the business at the premises.

(i) Rate of Gross Profit The rate of gross profit earned on the takings during the financial year immediately before the date of the damage

(ii) Annual Takings The takings during the 12 months immediately before the date of the damage adjusted for the trend of or other circumstances affecting the business.

Indemnity Period: The period beginning with the occurrence of the loss or damage and ending not later than the twelve months thereafter during which the results of the business shall be effected in consequence of the loss or damage.

The Cover

The Company shall indemnify the Insured in respect of:-

- (A) The loss of gross profit during the indemnity period calculated by comparing the gross profit earned during the indemnity period with the gross profit earned during the corresponding period in the previous year, adjusted for the trend and other circumstances affecting the business.
- (B) Increase in cost of working: the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in gross profit during the indemnity period, but not exceeding the sum which would have been payable under (A) had such additional expenditure not been incurred.
- (C) Professional auditors charges for producing and certifying the particulars or details required by the Company in connection with a claim.

Resulting from the business being affected by loss or damage for which liability has been admitted and payment has been made under Section 1 or 2 of this Policy.

Less any sum saved during the indemnity period in respect of such of the charges and expenses of the business payable out of gross profit as may cease or be reduced in consequence of the damage.

Provided that if the sum insured on gross profit be less than the sum produced by applying the rate of gross profit to the annual takings of the business, the amount payable shall be proportionately reduced.

The Company will also indemnify the Insured in respect of (A), (B) or (C) above as a result of the business being affected by:-

- (1) Imposed closure of the premises by order of the Local or Government Authority following:-
 - (a) Murder or suicide on the premises
 - (b) Food or drink poisoning on the premises
 - (c) Defective sanitary arrangements, vermin or pests on the premises
- (2) Explosion or collapse of steam pipes and or vessels.
- (3) Prevention of access to or use of the premises following loss of or damage to property in the vicinity of the premises by a peril insured by Section 1 or 2 of this Policy.
- (4) Failure of the public supply following loss or damage by any peril insured under Section 1 or 2 of this Policy or to property at any:-

- (i) Electricity generating station or sub-station
- (ii) Land based gas works premises
- (iii) Water works or water pumping station

of the Public Authority or supply undertaking from which the Insured obtains electricity, gas or water.

- (5) Loss or damage by any peril insured under Section 1 or 2 of this Policy of or to any property at the premises of a supplier of the Insured.

Special Conditions

- (1) To the extent that the Insured is accountable to the Tax Authorities for Value Added Tax, all terms in this Section of the Policy shall be exclusive of such tax.
- (2) If during the indemnity period goods shall be sold or services rendered elsewhere than at the Insured premises for the benefit of the business, either by the Insured or others on his behalf the moneys paid or payable in respect of such sales or services shall be brought into account in arriving at the gross profit earned during the indemnity period.

Section 4: Household Goods and Personal Effects

Definition

Household Goods and Personal Effects of every description (including Cash, Currency, Notes, Banknotes up to an amount not exceeding €650 and office furniture and equipment to an amount not exceeding €3,800) being the property of the Insured (or for which the Insured is responsible) or to any members of the Insured's family or domestic employees permanently residing with the Insured and all contained within the private dwelling portion of the premises.

The term Household Goods shall not include:

- (i) Property more specifically insured by this or any other Policy.
- (ii) Domestic animals and livestock.
- (iii) Deeds, Bonds, Bills of Exchange, Promissory Notes, Securities for Money, Stamp Collections, Certificates and documents of any kind.
- (iv) Manuscripts, medals and coins.
- (v) Motor Vehicles, Boats, Hovercraft, Caravans and Trailers, Aircraft or parts or accessories on or in any of them.
- (vi) Any part of the structure, ceilings, wallpaper, decoration or the like.

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 5% (five per centum) of the Sum Insured on Household Goods and Personal Effects as above described, unless specifically insured as a separate item.

Limit for Valuables

The total value of Gold, Silver or other precious metals, jewellery, furs, shall be assumed not to exceed one third of the Sum Insured on Household Goods and Personal Effects as above described unless specifically insured as a separate item.

The Cover

The Company shall by payment, reinstatement or repair at the Company's option indemnify the Insured in the event of loss of or damage to the property as described above and shown in the Schedule by:-

- (i) Fire (whether resulting from explosion or otherwise), Lightning, Thunderbolt, Earthquake and Subterranean Fire
- (ii) Aircraft or other aerial devices or articles dropped therefrom.
- (iii) Explosion but excluding:-
 - (a) destruction or damage (other than destruction or damage by fire resulting from Explosion) occasioned by the bursting of a boiler (not being used for domestic purposes only) economiser or other vessel, machine or apparatus in which internal pressure is due to steam only and belonging to or under the control of the Insured
 - (b) damage to or destruction of vessels, machinery or apparatus or their contents resulting from the explosion thereof.
- (iv) Riot, Civil Commotion, Strikes, Labour Disturbances, Malicious Persons or Vandals excluding:
 - (a) damage to boundary walls, fences or gates
 - (b) damage by any person lawfully in the building.
- (v) Impact with the Building or its Boundary Walls, Fences and Gates by any Road Vehicle or animal except domestic animals belonging to or under the control of the Insured or any member of the Insured's family residing with the insured.
- (vi) Storm, Tempest and Flood, excluding:-
 - (a) destruction or damage by subsidence or landslip
 - (b) destruction of or damage to fences and gates
 - (c) destruction of or damage to Property situate in Cork City Centre but only where caused by Flood
 - (d) destruction of or damage to movable property in the open.
- (vii) Escape of water from any fixed water or heating installation or domestic appliance but excluding:
 - (a) loss or damage to any fixed water or heating installation or domestic appliance caused by wear, tear or depreciation
 - (b) destruction or damage by water discharged or leaking from an installation of Automatic Sprinklers
 - (c) destruction or damage caused whilst the Building is unfurnished.

- (viii) The Escape of Oil from any fixed oil fired heating installation and leakage of beer from storage containers and apparatus connected therewith excluding:-
Loss of or damage arising from Bottled Stock.
- (ix) Subsidence, Ground Heave, Landslip excluding:-
 - (a) damage by coastal or river erosion
 - (b) damage by bedding down of any building or the settlement of newly made-up ground
 - (c) damage to swimming pools, terraces, drives, footpaths, boundary walls, gates or fences unless the buildings are also damaged at the same time.
 - (d) the first €650 of each and every loss.
- (x) 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 gates and fences.
- (xi) Removal or attempted removal of household goods and personal effects by unauthorised persons but excluding loss, destruction or damage not involving entry to or exit from the premises by forcible and violent means.
- (xii) Breakage or collapse of television and radio receiving aerials, aerial fittings and masts, but excluding destruction of or damage to or loss of such equipment.
- (xiii) Accidental Damage to Household Goods and Personal Effects
The insurance in force under this Section in respect of Household Goods and Personal Effects (as defined in the Policy) extends to indemnify the Insured in respect of destruction or damage by accidental means whilst at the Situation stated in the Schedule but excluding:
 - (a) destruction of or damage to glass, earthenware or china articles or property of light materials
 - (b) destruction or damage occurring in any part of the Buildings which may be lent, let or sub-let
 - (c) destruction or damage arising from wear and tear, gradual deterioration, action of light or weather (other than storm), moths, vermin or any process of cleaning, repairing, dyeing or restoring, mechanical or electrical defect or damage to any power-driven machine while in use as a tool arising out of such use, the fittings, adjusting repair or dismantling of television or radio apparatus resulting in damage to such apparatus.

The Company will also Indemnify the Insured in respect of:

1. 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 private dwelling portion of the premises 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.

2. Loss of Central Heating Fuel Oil

Loss of Central Heating Fuel Oil by any of the contingencies described by items (i) to (xii) under the heading "THE COVER". The maximum amount payable under this extension shall not exceed €650.

3. 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.

4. 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 him/her or not to cover wedding presents, whilst in the Insured's private dwelling portion of the premises.

5. Temporary Increase in Contents Sum Insured

The sum insured on Contents is increased by 20% for the period from 1st December to 7th January, both dates inclusive, annually.

6. Domestic Servants Goods (NOT OTHERWISE INSURED)

Caused by the said Perils to Clothing and Personal goods (other than Cash, Currency Notes, Bank Notes and Stamps) of the Insured's Domestic Servants whilst in the Insured's private dwelling portion of the premises aforesaid or any Private Dwelling, Boarding House, Lodging House, Hotel or Inn in Ireland or the United Kingdom in which such Domestic Servants are residing with the Insured or any member of his family as aforesaid.

7. Reasonable Additional Expense

Reasonable additional expense necessarily incurred by the Insured in renting alternative accommodation in consequence of the said private dwelling portion of the premises being so damaged by any of the Perils specified above as to be rendered uninhabitable but only in respect of the period necessary for reinstatement and not exceeding 20% of the total sum insured on Household Goods and Personal Effects as shown in the Schedule.

8. Basis of Settlement of Claims – (New for Old)

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 the sums insured represent the replacement cost of the Contents in the same condition as new.

9. Accidental Breakage of Glass furniture tops including glass 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 Private Dwelling Portion of the Premises is insufficiently furnished for full habitation.

10. Accidental damage to underground water pipes, gas pipes and electricity cables extending from the premises to the public mains.

11. Loss, destruction or damage to food in freezer, which is for use by the Insured for the benefit of the Insured's family, 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. The maximum amount payable under this extension shall not exceed €500.

12. Title Deeds

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

In addition, the company further agrees to Indemnify the Insured in respect of:-

1. Accidents to Servants

In the event of Bodily Injury or Disease during the Period of Insurance to any domestic servant (chauffeurs, gardeners and temporary and occasional employees) or any person carrying out repairs or decorations while in the employ of the Insured in connection with the Insured's private dwelling portion of the premises aforesaid and arising out of and in the course of his employment by the Insured.

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.

2. Liability to Third Parties

The Company will indemnify the Insured against liability for:

- (a) 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
- (b) damage to property not belonging to or in the charge of or under the control of the Insured or of a member of his/her family or household or of a person in his/her service

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:-

- (i) In respect of injury or damage arising out of or incidental to the Insured’s profession or business 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) In respect of liability arising out of any contract of indemnity which imposes upon the Insured liability which the Insured would not otherwise have been under.
- (iii) In respect of 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) In respect of 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 extension the expression “the Insured” shall be deemed to include the husband or wife of the Insured or any member of the Insured’s family normally residing with the Insured.

3. 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 a building
- (b) Theft other than:-
 - (i) from a Bank
 - (ii) from any building where the Insured or any member of the Insured’s 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 20% of the Total Sum Insured on the contents by this Section.

Special Provisions

1. Index Linked

The Sum Insured set against this Section of the Policy shall retain its relative value which exist at the effective date of the cover. The Sum Insured and any limits relating thereto will be linked to and revised in line with the durable household goods grouping in the consumer price index issued by the Central Statistics Office.

The revisions in the Sum Insured as provided for by this Special Provision will take place automatically during the currency of the Policy without any additional premium being charged to the Insured. At each renewal date the Renewal Notice will show the revised Sums Insured based on the position of the Indices known to the Company at the time renewal documents are being produced and the notice will also show the corresponding premium required for the following period of insurance.

In the event of loss or damage to the premises by an insured peril the adjustments will continue during renewing or repair for a maximum period of twelve months from the date of such loss or damage provided that the rebuilding or repair is carried out without unnecessary delay.

| 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 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 Insured shall take all reasonable precautions for the safety of the property insured.
2. 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, inherent defect, gradually operating cause or the actual process of cleaning, dyeing, restoring or altering of any articles.
3. 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.
4. 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.

Section 6: Money

Definition of Money

Coins, Bank/Treasury Notes, Postal Orders, Money Order, Cheques, Bank Drafts, Postage Stamps, Saving Stamps/Certificates, Credit Card Vouchers, Luncheon Vouchers, Records belonging to the Insured pertaining to the business.

COVER

The Company will indemnify the Insured against loss of money by any cause whatsoever (other than those specifically excluded) in the SITUATION AND CIRCUMSTANCES (and not exceeding the monetary limits) as described in the Schedule or if there shall arise (in connection with such loss of money or any attempt thereat) loss of or damage to any safe or strongroom for which the Insured is responsible.

PROVIDED THAT THE COMPANY SHALL NOT BE RESPONSIBLE FOR:

- (a) Loss or damage occasioned by or happening from the fraud or dishonesty of the Insured's employees which is not discovered within seven working days of the occurrence.
- (b) Loss or damage occurring outside Ireland, or the United Kingdom
- (c) Shortages due to error or omission.

Situations and Circumstances		Limits
(i)	Transit including in Bank Night Safe but otherwise in the personal custody of the Insured or authorised employees	€6,500
(ii)	On premises during business hours (including ATM's)	€6,500
(iii)	In safe, on premises outside of business hours	
	(a) Live in	€4,000
	(b) Unoccupied at night	€1,500
(iv)	Out of safe, outside business hours	€750
(v)	In private dwellinghouse of the Insured or authorised employees	€350 per house
(vi)	Crossed cheques (excluding third party cheques unless a list is kept separate from cheques)	€130,000
(vii)	Automatic Teller Machines (ATM's) - On Premises during business hours	€10,000

The Company further agrees that all limits will double during Christmas and Bank Holiday periods and Festivals as defined below:

Definitions

Business Hours

From one half hour (30 minutes) before the legal opening time to two hours (120 minutes) after legal closing time.

Live-in

The premises are occupied as a residential property during non business hours, 7 days per week.

Unoccupied at Night

The premises are not occupied as a residential property during non business hours, 7 days per week.

Holiday Period

- (a) **Christmas:** From Insured's opening time on the 7th banking day prior to Christmas Day to bank closing time on the 1st banking day after Christmas.
- (b) **Bank Holiday/Festivals:** From Insured's opening time on the 3rd banking day prior to the commencement date of the Bank Holiday/Festival to bank closing time on the first banking day after the Bank Holiday/Festival.

Keys Warranty:

The Company shall not be liable under this Section of the Policy for any loss or damage unless ALL keys of the premises and ALL keys of safes, strongrooms and/or burglar alarms are removed from the premises at night and at all other times when the premises are unattended and closed.

Custodian Clause:

The insurance in respect of money in transit is subject to the following Custodian Clause in respect of each and every transit.

Amount	Requirement
Up to €6,500	To be accompanied by one fully responsible adult.
€6,501 to €13,000	To be accompanied by two fully responsible adults, at least one being male

The Company further agrees: to pay to the Insured the sum or sums of money specified in the Table of Benefits below in respect of the Insured or any employee of the Insured sustaining bodily injury as a result of robbery or hold up or any attempt thereat in the course of his employment with the Insured subject to the terms exclusions and conditions of the Policy and to the Special Provisos, Exclusions, Definitions and Conditions of the Extension.

Table of Benefits

Bodily injury caused by violent accidental external and visible means which injury shall solely and independently of any other cause result in:-

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

Provided that:

- (a) Benefit under C shall be payable only from the end of the 104th week from the date of injury.
- (b) Benefit under D shall not be payable for a longer period than 104 weeks in respect of any other injury calculated from the date any person injured was first attended by a duly qualified medical practitioner.
- (c) Payment shall not be made under more than one of the Benefits A to D in respect of the same injury except in the case of Benefit D which is payable in addition to Benefits A, B or C for the period up to the date of death or of loss of use of eyes hands or feet or of Benefit C becoming payable.
- (d) No further liability to make any payment shall attach to the Company after a claim under Benefits A, B or C has been admitted and becomes payable.

Special Exclusions

This extension does not insure against:

- (1) any consequence of any existing physical defect or infirmity or pregnancy or childbirth;
- (2) injury to any person under 18 or over 65 years of age.

Special Definitions

Permanent Total Disablement shall mean permanent and complete inability to attend to any part whatsoever of the injured person’s occupation or any other occupation for which such person is fitted by knowledge and training.

Temporary Total Disablement shall mean complete inability to attend to any part whatsoever of the injured person’s occupation.

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

Special Conditions

All certificates information and evidence required by the Company shall be furnished at the expense of the Insured and shall be in such form and of such nature as the Company may prescribe. When required any person injured shall submit to medical examination on behalf of the Company at its own expense in respect of any alleged injury. The Company shall in case of death of any person injured be entitled to have a post mortem examination at its own expense. Any person injured shall as soon as possible after the occurrence of any injury obtain and follow the advice of a duly qualified Medical Practitioner and the Company shall not be liable for any consequences arising by reason of such persons failure to obtain and follow such advice and use such appliances or remedies as may be prescribed.

Section 7: 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/her employment by the Insured in the Business (which for the purposes of this section shall be deemed to include indoor decoration and maintenance and minor indoor repairs and where specifically requested and additional premium paid outdoor decoration/maintenance/repair of the licensed premises)

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 €13,000,000.
 - (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.

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 to Section 7

1. The first premium and all renewal PREMIUMS that may be accepted ARE TO BE REGULATED BY THE AMOUNT OF WAGES salaries and other earnings paid by the Insured to Employees 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 premium is based provisionally is shown in the individual certificate.
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 and 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 belligerent or
 - (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. 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.

Section 8: Public/Products 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 of €2,600,000
- (iii) the liability of the Company for all claims arising from foreign or deleterious matter in food or drink supplied by the Insured shall not exceed €2,600,000 in any one period of indemnity.
- (iv) 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 €15,000 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 to Section 8

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) any steam pressure vessels the property of the Insured or for the maintenance of which the Insured is responsible where such vessels shall not have been inspected as required by statutory regulations

- (d) any passenger lift, elevator or escalator
 - (e) 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, services, installed or treated by or on behalf of the Insured.
 - (f) remedial or professional or other advice or 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
 - (g) defective design or formula of any goods
 - (h) contracts imperfectly, inefficiently or improperly fulfilled
 - (i) ownership or possession or use or driving by or on behalf of the Insured of any mechanically propelled vehicle licensed for road use or for which a Certificate of Motor Insurance is required 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 vehicle 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 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.
7. 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.
8. 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.
 9. 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.

Special Conditions and Extensions to Section 8

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.

Wrongful Arrest by Insured

Definition

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

Note

Acts committed, or alleged to have been committed, by any person employed by the Insured in the Business, and arising in the course of their employment, shall be deemed to have been committed by the Insured.

COVER

THE COMPANY WILL INDEMNIFY THE INSURED against loss by reason of the liability imposed by law upon the Insured on account of Wrongful Arrest committed, or alleged to have been committed, by the Insured during the period of insurance.

Additional Benefit

THE COMPANY WILL ALSO REIMBURSE THE INSURED for the amount of any costs incurred by the Insured in the investigation and defence of any claims or proceedings which may be brought against the Insured for Wrongful Arrest, even if such claims or proceedings are groundless, false or fraudulent.

The Indemnity expressed above shall not apply to or include:

- (i) any liability arising out of an Agreement or Contract which would not have existed in the absence of such Agreement or Contract
- (ii) claims or suits made or brought against the Insured by any of the Insured's Directors, Partners or Employees
- (iii) claims arising out of any dishonest, fraudulent or criminal act by the Insured or Directors, Partners or Employees.
- (iv) claims arising out of acts, services or the performance of duties in connection with riots, civil commotion or mob actions or in the control, suppression or prevention of these.

Limit of Indemnity

The total amount payable (inclusive of costs) in respect of all incidents occurring in any one period of insurance shall not exceed €1,300,000 (One million three hundred thousand Euro).

| 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/ ARAG Legal Protection 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 boards where it is alleged that the insured person has or may have committed a criminal offence; or
 - (b) following an event which leads to the insured person being prosecuted in a court of criminal jurisdiction.

- (2) The 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) The Company 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 there is a disagreement about the way the Company handles a claim that is not resolved through the Company's internal complaints procedure, the Company and the insured person can choose a suitably qualified person to arbitrate. The Company and the insured person must both agree to the choice of this person in writing. Failing this the Company will ask the authorised body identified in the current arbitration legislation to choose a suitably qualified person. 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.arag.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	ARAG Legal Protection 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	ARAG is committed to providing the best products and services to our customers. If you have any feedback, suggestions or enquiries about an ARAG 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 at ARAG Legal Protection Limited, Europa House, Harcourt Centre, Harcourt Street, Dublin 2. or you can telephone us on 01 670 74 70 or email us at customerrelation@arag.ie Details of our internal complaint-handling procedures are available on request.

General Conditions & 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 or 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. 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.

9. 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.

10. **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, legal proceedings including writ, civil bill, civil summons or other notice and every correspondence, communication or notice from the Personal Injuries Assessment Board (PIAB) shall be notified and forwarded unanswered 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.

11. **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.

12. **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.
13. **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 provided there have been no claims recorded against the Policy during the current period of insurance.
 - (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.
14. **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.

15. **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.

16. **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.

17. **Arbitration:** All differences arising out of this Policy shall be referred to the decision of an arbitrator to be appointed in writing by the parties or, failing agreement by the parties, 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 dispute with the Company shall be deemed to have been abandoned.
18. **Policy Enhancements:** If we amend or replace any Policy wordings, conditions, exclusions or endorsements during the period of insurance which improve, broaden or extend the Policy to your benefit, then, provided no additional premium is normally payable, this benefit is automatically passed on to you from the date of the enhancement/s.
19. **Subrogation:** Any claimant under this Policy shall at the request and at the expense of the Company do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by the Company for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which the Insured shall be or would become entitled or subrogated upon its paying for or making good any damage under this policy whether such acts and things shall be or become necessary or required before or after indemnification by the Company.
20. **Fraud:** If the Insured or any person acting for or on behalf of the Insured, makes any claim, knowing any part of it to be false or fraudulent, the Company will not pay the claim and will cancel the Policy and any other Policies that the Insured has with the FBD Group Companies. The Company may also involve the relevant Authorities to bring criminal Proceedings.
21. **Communicable Disease Exclusion:** Communicable Disease exclusion applying to Section 1 - The Buildings; Section 2 - Trade Contents; and Section 3 - Consequential Loss of your Policy.

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

For the purposes of this exclusion the term Communicable Disease shall mean any disease which can be transmitted by means of any substance or agent from any organism to another organism (including human beings) where:

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

22. **Covid-19:** Covid-19 exclusion applying to Section 1 - The Buildings; Section 2 - Trade Contents and Section 3 - Consequential Loss of your Policy.

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

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

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

