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INSURED BY

**ERGO**

# **commercial combined policy**



service, stability, security

# Commercial Combined Policy

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# Introduction

## Your Policy and Schedule

Here is your new Commercial Combined Policy containing full details of the insurance being provided. The Schedule contains particulars personal to your insurance protection under the Policy including the levels of cover operative under each Section of the Policy and should be read in conjunction with the rest of the Policy.

For your own protection you are recommended to read this Policy and Schedule carefully to ensure it meets with your particular needs.

**Important - Please note: Only those Sections as showing as in force in the attached Schedule shall apply to your particular Policy.**

The Third EU Non-Life Directive requires us to provide you with the following information:

### The Law Applicable to the Contract

Under the relevant European and Irish legal provisions, the parties to the proposed contract of insurance, we, the Insurer listed in your Schedule of Cover and you, the Proposer, are free to choose the law applicable to the contract. We propose that Irish law will apply to the contract.

### GTI Q'Eqo r nclpwRt qegf vtgs

If you have any questions or concerns about your Policy or the handling of a claim you should, in the first instance, please contact the Broker who arranged your insurance policy.

If your Broker is unable to resolve the complaint to your satisfaction by close of business the following day, then you should contact:

The Complaints Manager  
KennCo Underwriting Ltd  
Suites 5 – 7 Grange Road Office Park  
Grange Road  
Rathfarnham  
Dublin 16  
Phone: (01) 4994600,  
Fax: (01) 4954627  
E-mail: [complaints@kennco.ie](mailto:complaints@kennco.ie)

Your complaint will be acknowledged within 5 (five) business days of the complaint being made. You will also be informed of the name of one or more individuals that will be your point of contact regarding your complaint until the complaint is resolved or cannot be progressed any further. You will be provided with an update on the progress of the investigation of your complaint, in writing, within twenty business days of the complaint being made.

A decision on your complaint will be provided to you, in writing, within 40 (forty) business days of the complaint being made.

Should you remain dissatisfied with the final response or if you have not received a final response within 40 (forty) business days of the complaint being made, you may be eligible to refer your complaint to the Financial Services and Pensions Ombudsman (FSPO). This option is only applicable to individuals or incorporated bodies with an annual turnover of €3M or less however. The FSPO contact details are as follows:

Financial Services and Pensions Ombudsman  
Lincoln House  
Lincoln Place  
Dublin 2  
D02 VH29  
Republic of Ireland

Tel: +353 1 6 567 7000  
E-mail: [info@fspo.ie](mailto:info@fspo.ie)  
Website: [www.fspo.ie](http://www.fspo.ie)

If you have purchased your contract online you may also make a complaint via the EU's online dispute resolution (ODR) platform. The website for the ODR platform is [www.ec.europa.eu/odr](http://www.ec.europa.eu/odr).

The complaints handling arrangements above are without prejudice to your right to commence a legal action or an alternative dispute resolution proceeding in accordance with your contractual rights.

## **YOUR COMMERCIAL COMBINED POLICY**

In consideration of the Insured having paid or agreed to pay the Premium.

The Insurer listed in your Schedule of Cover (hereafter called the "Company") will indemnify the Insured in the manner and to the extent described within this Policy subject to its terms Definitions Extensions Exclusions Conditions and any Endorsements.

This Policy the Schedule and any Endorsement shall be read together as one contract and unless specially stated to the contrary any word or expression to which a specific meaning has been given shall have such specific meaning wherever it may appear.

In addition to the Standard Exclusions Conditions, Clauses, Memoranda, Provisions limiting cover in the individual Sections of the Policy, the insurance cover described in any of the said Sections is also subject to the General Exclusions and Conditions contained in this Policy Booklet.

All Endorsements and Warranties other than the above will be printed on the attached Section Schedules.

Limits of liability referred to in the Policy as being "the amount stated in the Schedule" are intended to refer to that part of the Schedule which corresponds with the Section of the Policy where the reference occurs.

The proposal and declaration signed by the Insured and particulars in writing submitted by or on behalf of the Insured or the Company shall be the basis of the contract and be held to be incorporated herein.

### **INSURANCE ACT 1936**

All monies which become or may become payable by the Company under this Policy shall in accordance with Section 93 of the Insurance Act 1936 be payable and paid in Ireland.

### **FINANCE ACT 1990**

The appropriate stamp duty has been or will be paid in accordance with the provisions of Section 113 of the Finance Act 1990.

## General Definitions

1. **Insured** means the person company firm or other legal entity named as the Insured in the Schedule.
2. The **Business** or Profession stated in the Schedule and none other for the purpose of this insurance except as stated below

The **Business** shall also include

- (a) the ownership repair maintenance and decoration of the Insured's own business premises but not construction re-construction structural alteration or demolition of such premises
  - (b) the repair and maintenance of vehicles or plant used in the course of the Business and owned by the Insured
  - (c) the provision and management of canteens social sports and welfare organisations which are for the benefit of Employees and their families
  - (d) the provision in the course of the Business of first aid medical and dental services ambulance fire security services and safety organisations
  - (e) private work undertaken with the prior consent of the Insured by an Employee for a partner or director of the Insured provided that such work is not in pursuit of any trade or business.
3. **Territorial Limits** means the Republic of Ireland, Great Britain & Northern Ireland.
  4. **Period of Insurance** means the period specified in the Schedule or any subsequent period for which the Company agrees to renew the Policy and to accept payment of the Premium.
  5. **Deductible or Excess** means the amount the Insured shall bear in respect of each and every incident or occurrence as stated in the Schedule. It is a condition precedent to the Company's Liability under the Policy that such amount or any part thereof be furnished by the Insured to the Company on demand. Failure to do so constitutes a breach of condition precedent under the Policy and entitles the Company to refuse indemnification in respect of the entire claim.
  6. **Employee** means
    - (a) any person under a contract of service or apprenticeship with the Insured
    - (b) any person engaged under any training educational or work experience programme
    - (c) any labour master or labour only sub-contractor or any person employed or supplied by them
    - (d) any self employed person
    - (e) any person hired to or borrowed by the Insuredwhile working for the Insured in the course of the Business.
  7. **Bodily Injury** means accidental bodily injury and includes death disease and illness.
  8. **Principal** means any person, company, firm, public, local or statutory authority for whom the Insured is carrying out work under contract or agreement.
  9. **Product** means any commodity article thing or any part thereof (including containers labelling and packaging provided in connection therewith) manufactured constructed erected installed altered repaired serviced processed treated sold leased supplied or distributed by or on behalf of the Insured in the course of the Business and not in the custody or control of the Insured.
  10. **Nuisance** means nuisance trespass or interference with any easement right of air light water or way.

# General Conditions

## General Policy Conditions applicable to all Sections

### 1. Cancellation

The Company may cancel this Policy at any time by giving 14 days notice by registered letter to the last known address of the Insured and in such case the Insured shall be entitled to the return of a proportionate part of the Premium (provided the premium has been paid to the Company) in respect of the unexpired Period of Insurance.

### 2. Alteration

This Policy shall be avoided with respect to any item thereof in regard to which there is any alteration after the commencement of this insurance

- (a) by removal or
- (b) by Buildings becoming vacant or becoming unoccupied or
- (c) which increase the risk of loss or damage or Bodily Injury or
- (d) whereby the interest of the Insured ceases except by will or operation of law or
- (e) whereby the Business be wound up or carried on by a liquidator or receiver or permanently discontinued.

If at any time anything shall occur or be done materially affecting or varying any aspect of the subject matter of this insurance the Insured shall give immediate notice in writing to the Company.

### 3. Reasonable Precautions

The Insured shall take all reasonable precautions for the safety of the property hereby insured and shall exercise reasonable care that only competent Employees are employed and shall take all reasonable steps to prevent accidents loss or damage to property insured and to comply with all statutory and other obligations and regulations imposed by any competent Authority and shall maintain all premises ways works machinery and plant in sound condition. In the event of the discovery of any defect or danger the Insured shall immediately cause such defect or danger to be made good or remedied and in the meantime shall cause such additional precautions to be taken as the circumstances may require.

### 4. Due Observance

The obligation of the Company to make any payment under this Policy is conditional upon

- (a) the answers in any proposal and declaration for this insurance being true and complete to the best of the knowledge and belief of the Insured and such proposal and declaration shall be the basis of this contract and is deemed to be incorporated herein
- (b) the Insured or any other person on whose behalf payment is claimed observing the terms and conditions of this Policy in so far as they apply.

### 5. Non-Disclosure

This insurance will be voidable if there has been misrepresentation misdescription or non-disclosure of any material fact.

## **6. Other Insurances**

If at the time of any loss or damage or liability arising under this Policy there shall be any other insurance covering such loss or damage or liability or any part thereof the Company shall be liable for no more than their rateable proportion thereof and if such other insurance on any of the property hereby insured either alone or together with any other property be subject to any Condition of Average the insurance of such property under this Policy, if not already subject to any Condition of Average shall be subject to such Condition of Average in like manner.

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 full or in part or from contributing rateably towards the loss or damage the liability of the Company shall be limited to such proportion of the loss or damage as the sum hereby insured bears to the value of the property.

## **7. Premium Adjustment**

If any part of the premium is calculated on the estimates furnished by the Insured the Insured shall

- (a) keep an accurate record containing all particulars relating to such estimates
- (b) if requested allow the Company to inspect such record
- (c) within thirty days of the expiry of each Period of Insurance supply the Company with a correct declaration of such particulars and information as the Company may require in respect of the preceding Period of Insurance duly certified by the Insured's external auditor or accountant. If the amount so paid shall differ from the amount on which premium has been paid the difference in the premium shall be met by a further proportionate payment to the Company or by a refund by the Company as the case may be subject to the retention by the Company of any minimum premium as stated in the Policy or endorsed thereon.

## **8. 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 Company shall be or would become entitled or subrogated upon it paying for or making good any destruction or damage under this Policy whether such acts and things shall be or become necessary or required before or after his/her indemnification by the Company.

## **9. Arbitration**

Any dispute between the Insured and the Company regarding the Company's liability in respect of a claim or the amount to be paid shall in default of agreement be referred within twelve months of the dispute arising to an Arbitrator appointed jointly by the Insured and the Company in agreement or failing agreement appointed by the President for the time being of the Incorporated Law Society of Ireland and the decision of such Arbitrator shall be final and binding on both parties. If the dispute has not been referred to arbitration within the aforesaid twelve month period then the claim shall be deemed to have been abandoned and not recoverable thereafter.

## **10. Fraudulent Claims**

If any claim upon this Policy be in any respect fraudulent or if any fraudulent means or devices be used by the Insured or anyone acting on his behalf to obtain any benefit under this Policy or if any loss or damage be occasioned by the willful act or with the connivance of the Insured all benefit under this Policy shall be forfeited.

## **11. Suspension of Cover**

The Company may at any reasonable time inspect any property and in the event of any defect or danger being apparent the Company may give written notice to the Insured when all liability of the Company arising from such defect or danger shall be suspended.



## Claims Conditions

(Applicable to all Sections)

### Action by Insured

1. On the discovery of any circumstance or event which may give rise to a claim under this Policy it is a condition precedent to liability that the insured shall -
  - (a) give immediate notice in writing to Kennco Underwriting Ltd. or to your Insurance Broker
  - (b) give immediate notice to the Garda Siochana in respect of -
    - (i) loss or damage by stealing or any attempt thereat
    - (ii) loss of Money by any cause whatsoever
    - (iii) loss or damage by Riot, Civil Commotion or Malicious Persons
  - (c) make no admission of liability, negotiate, pay, settle or repudiate any claim or incur any expense without the Company's or Kennco Underwriting Ltd's written consent
  - (d) carry out no alteration or repair as far as practicable until the Company or Kennco Underwriting Ltd. has had an opportunity of investigating
  - (e) inform Kennco Underwriting Ltd. immediately of any impending prosecution inquest or fatal inquiry or civil proceedings and send to Kennco Underwriting Ltd. immediately every relevant document
  - (f) take all reasonable action to minimise or check any interruption of or interference with the Business
  - (g) produce to the Company or Kennco Underwriting Ltd. such books of account or other business books or documents or such other proofs as may reasonably be required by the Company or Kennco Underwriting Ltd. for investigating or verifying the claim
  - (h) in respect of loss or damage to the property insured deliver to Kennco Underwriting Ltd. at his/her own expense claim in writing with such detailed particulars receipts and proofs as may be reasonably required and (if demanded) a statutory declaration of the truth of the claim and any matters connected therewith within -
    - (i) 30 days of the expiry of the Indemnity Period - Section 2 (Business Interruption)
    - (ii) 30 days of the event - All other claims or such further time as the Company may in writing allow
  - (i) forward to Kennco Underwriting Ltd., immediately on receipt, any letter, claim, writ, summons or other document (which must remain unanswered) received by you in connection with such event.

## **Company's Rights**

### **Control of Claims**

The Company shall be entitled

- (a) on the happening of loss or damage to the property insured to enter take and keep possession of any building where loss or damage has happened and to take and keep possession of the property insured and to deal with the salvage in a reasonable manner without thereby incurring any liability and without diminishing the right of the Company to rely on any conditions of this Policy and this Policy shall be proof of leave and licence for such purpose
- (b) at its discretion to take over and conduct in the name of the Insured the defence or settlement of any claim and to prosecute at its own expense and for its own benefit any claim for indemnity or damages against any other persons and the Insured shall give all information and assistance required
- (c) to any property for the loss of which a claim is paid hereunder and the Insured shall execute all such assignments and assurances of such property as may be reasonably required but the Insured shall not be entitled to abandon any property to the Company
- (d) at any time at its sole discretion pay to the Insured the amount of the Limit of Indemnity (less any sum or sums already paid) or any lesser sum for which the claim or claims can be settled and be under no further liability in respect of such claim or claims.

## How to Deal with a Claim

These Notes are NOT part of the contract of Insurance but are a guide to help you if you have a claim. If you know, or think it possible, that the damage or injury is severe, or even if you just want to speak to someone about it, please phone your broker immediately. Prompt notification by you or your insurance broker, to us, of all losses and injuries which might result in a claim is important.

**Otherwise** - where your property has been lost stolen or damaged:

### **Glass Breakage**

If the damage occurs when your premises are closed the Garda Siochana may make immediate arrangements for the broken window(s) to be boarded up. If this hasn't been done you should immediately make arrangements for boarding up or immediate replacement of the broken glass. You should also give immediate notice of the breakage to your broker.

### **Other Damage Notification**

Please write to your broker immediately giving as much detail as you can. If the property has been stolen mislaid or damaged by thieves inform the Gardai immediately.

### **Repairs / Replacements**

Estimates should be forwarded as soon as possible to your broker but if these cannot be sent within thirty days of the loss or damage let them know the position.

### **Other Action**

Do what you can to prevent further loss or damage and minimise any interruption to your business.

### **Notification of Injury**

Where an Employee has been injured or a member of the public has been injured and/or his/her property has been damaged, please write to your broker immediately, giving as much detail as you can.

### **Admission of Liability / Preservation of Salvage**

The law of liability is complex so do not admit liability even if you think you may be to blame. Leave it to us to sort this out later. Any broken plant or equipment involved in the accident should be retained in a safe place.

### **Claim Forms**

Whenever a claim form is sent to you by Kennco Underwriting Ltd. in response to your notification of loss damage or injury please complete and return it to your broker or Kennco Underwriting Ltd. as soon as possible.

## General Exclusions

(applicable to all Sections of your Commercial Combined Policy)

**This Policy does not cover**

### **Radioactive Contamination**

This clause shall be paramount and shall override anything contained in this agreement inconsistent therewith:

1. In no case shall this agreement cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from
  - 1.1 ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
  - 1.2 the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
  - 1.3 any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

### **Consequential Loss**

2. Consequential Loss unless otherwise specifically stated in the attached Schedule.

### **War and Civil War**

3. Notwithstanding anything to the contrary contained herein this insurance does not cover Loss or Damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

### **Sonic Bangs**

4. loss or damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

### **Terrorism**

5. Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this endorsement 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 or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement 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 allege 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 that any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

### **Contamination, Pollution and Disease Exclusion (Applicable to Sections 1 & 2)**

6. Definitions applicable to this exclusion:

#### **Epidemic**

The sudden, unexpected, large-scale manifestation of an initially locally contained, infectious disease which spreads with great virulence.

#### **Pandemic**

A worldwide Epidemic of a disease as declared by the World Health Organization.

This Policy shall not cover any liability, loss or Damage caused directly or indirectly by any one or more of the following, whether or not acting in any sequence with any other cause:

- a) Pollution, contamination, soot, deposit, impairment with dust, chemical precipitation, adulteration or impurification.
- b) poisoning, disease or illness, Epidemic or Pandemic (including any contagious disease that affects animals) or any limitation or prevention of the use of objects because of hazards or potential hazards to human or animal health
- c) This Exclusion does not apply if such loss or Damage arises out of one or more of the following Perils;
  - i) Fire, Lightning, Explosion, Impact of Aircraft
  - ii) Vehicle Impact, Sonic Boom
  - iii) Accidental Escape of Water from any tank, apparatus or pipe
  - iv) Riot, Civil Commotion, Malicious Damage
  - v) Storm, Hail
  - vi) Flood Inundation
  - vii) Earthquake
  - viii) Landslide, Subsidence
  - ix) Pressure of Snow, Avalanche
  - x) Volcanic Eruption
- d) All other terms and conditions of this Policy shall be unaltered and especially the exclusions shall not be superseded by this clause.

**Biological, Chemical and/or Nuclear Contamination Exclusion Endorsement (applicable to Sections 1 & 2)**

7. This Insurance will not pay for:

7.1 Loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom or any consequential loss;

7.2 Any legal liability of whatsoever nature;

7.3 Death or injury to any person; directly or indirectly caused by or contributed to by or arising from Biological, Chemical and/or Nuclear contamination due to or arising from:

- (a) terrorism; and/or
- (b) steps taken to prevent, suppress, control or reduce the consequences of any actual, attempted, threatened, suspected or perceived terrorism.

For the purpose of this endorsement, "terrorism" means any act(s) of any person(s) or organisation(s) involving:

- (i) the causing, occasioning or threatening of harm of whatever nature and by whatever means;
- (ii) putting the public or any section of the public in fear, in circumstances in which it is reasonable to conclude that the purpose(s) of the person(s) or organisation(s) concerned are wholly or partly of a political, religious, ideological or similar nature.

**Changes in Water Table Levels (applicable to Sections 1 & 2)**

8. damage or consequential loss attributable solely to change in the water table level.

**Date Recognition**

9. There is no liability under this Policy in respect of any claim of whatsoever nature which arises directly or indirectly from or consisting of the failure or inability of any

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

whether the property of the Insured or not at any time to achieve any or all of the purposes and consequential effects intended by the use of any number symbol or word to denote a date including without limitation the failure or inability to recognise capture save retain or restore and/or correct to manipulate interpret transmit return calculate or process any date data information command logic or instruction as a result of

- (i) recognising using or adopting any data day of the week or period of time otherwise than as or other than the true or correct day of the week or period of time
- (ii) the operation of any command or logic which has been programmed or incorporated into anything referred to in (a) and (b) above.

**Exception to Date Recognition Exclusion**

10. Provided always that this Exclusion shall not apply to any claim otherwise indemnifiable under this Policy subject to all its terms and provisions comprising of

- (i) subsequent damage to or loss or destruction of property owned by in the possession of or held in trust by the Insured and/or the Insured's consequential loss arising from loss or destruction of or damage to any property if directly caused by

Fire lightning explosion aircraft and other aerial devices dropped therefrom riot civil commotion strikers locked out workers persons taking part in labour disturbances malicious persons other than thieves earthquake storm flood escape of water from any tank apparatus or pipe impact by any road vehicle or animal or stealing only where these covers are provided by the Policy

The forgoing Exemption to this Date Recognition Exclusion will not apply to any claim arising from any legal liability legal cost or expense of the Insured

- (ii) Any claim otherwise indemnifiable under this Policy subject to all terms and provisions arising under insurance in respect of Employers Liability.

**This Policy does not cover losses arising directly or indirectly from:**

**Cyber Risk**

- 11. i. the loss of alteration of or damage to  
or  
ii. a reduction in the functionality availability or operation of

a computer system hardware programme software data information repository microchip integrated circuit or similar device in computer equipment that results from the malicious or negligent transfer (electronic or otherwise) of a computer programme that contains any malicious or damaging code including but not limited to computer virus worm logic bomb or trojan horse.

**The Company shall have no liability under this Policy to provide any indemnity or benefit in respect of injury loss damage cost or expense of whatsoever directly or indirectly:**

**Fungus Mould and Mildew**

- 12. (i) arising out of resulting from caused by contributed to or in any way related to any fungus of any kind whatsoever including but not limited to mildew mould spore(s) or allergens or  
(ii) any costs or expenses associated in any way with the abatement mitigation remediation containment detoxification neutralisation monitoring removal disposal or any obligation to investigate or assess the presence or effects of any fungus of any kind whatsoever including but not limited to mildew mould spore(s) or allergens or  
(iii) any obligation of duty to defend any actions on account of Bodily Injury damage personal or advertising injury or medical payments arising out of resulting from or in any way related to any fungus of any kind whatsoever including but not limited to mildew mould spore(s) or allergens.

Irrespective of the cause of such fungus mildew mould spore(s) or allergens and whenever or wherever occurring.

For the purpose of this exclusion "Bodily Injury" shall also include mental anguish mental injury and/or emotional distress.

**The Company will not indemnify the Insured in respect of any liability:**

- 13. arising from any judgement award or settlement made within countries states or territories which operate under the laws of the United States of America or Canada or to any order made anywhere in the world to enforce such judgement award or settlement either in whole or in part.
- 14. assumed by the Insured under any contract or agreement unless such liability would have attached to the Insured in the absence of such contract or agreement.
- 15. in respect of claims for or arising from nervous shock or illness stress or any other psychological condition unless the condition complained of is accompanied by and arises directly from a physical injury.
- 16. arising directly or indirectly from Sunbeds

17. which arises out of or is contributed to directly or indirectly by exposure to Electro Magnetic Fields or Radiation

#### **Asbestos Exclusion**

18. This agreement does not cover any loss, cost or expense directly or indirectly arising out of, resulting as a consequence of, or related to the manufacture, mining, processing, processing, distribution, testing, remediation, removal, storage, disposal, sale, use of or exposure to Asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss.

#### **Electronic Data Endorsement**

19. Electronic Data Exclusion

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto, it is understood and agreed as follows:

- a) This insurance does not insure loss, damage, destruction, distortion, erasure, corruption or alteration of ELECTRONIC DATA from any cause whatsoever (including but not limited to COMPUTER VIRUS) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss. ELECTRONIC DATA means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment. COMPUTER VIRUS means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. COMPUTER VIRUS includes but is not limited to "Trojan Horses", "worms" and "time or logic bombs".
- b) However, in the event that a peril listed below results from any matters described in paragraph (a) above, this insurance, subject to all its terms, conditions and exclusions, will cover physical damage occurring during the original policy period to the property insured by the original policy directly caused by such listed peril.

Listed Perils:  
Fire  
Explosion

20. Electronic Data Processing Media Valuation

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto, it is understood and agreed as follows:

Should electronic data processing media insured by this policy suffer physical loss or damage insured by this policy, then the basis of valuation shall be the cost of the blank media plus the costs of copying the ELECTRONIC DATA from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling such ELECTRONIC DATA. If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. However this insurance does not insure any amount pertaining to the value of such ELECTRONIC DATA to the Insured or any other party, even if such ELECTRONIC DATA cannot be recreated, gathered or assembled.

## Section 1 – Material Damage

(Applicable only if specified in the Schedule)

### Insuring Clause

The Company agrees that if any of the Property Insured described in the Schedule be lost destroyed or damaged by any of the Contingencies in force as specified in the Schedule the Company will pay to the Insured the value of the property at the time of its loss or destruction or the amount of the damage or at the Company's option reinstate or replace such property or any part of it.

### DEFINITIONS

A. The property insured under the respective column headings in the Specification is as follows:-

1. **Buildings** situate at the Premises described in the Specification
  - (a) The term "Buildings" includes
    - 1 landlords fixtures and fittings
    - 2 outbuildings
    - 3 walls gates and fences
    - 4 piping ducting cables wires and associated control gear and accessories on the premises and extending to the public mains but only to the extent of the Insured's responsibility
    - 5 yards car-parks roads and pavements.
  2. **Contents** therein and thereon the property of the Insured or held by them in trust for which they are responsible
    - (a) The term "Contents" includes
      - 1 tenants' improvements alterations and decorations
      - 2 so far as they are not otherwise insured Employees' directors and visitors' personal effects of every description (other than motor vehicles) for an amount not exceeding €650 in respect of any one person
      - 3 contents of outbuildings
      - 4 money cheques stamps bonds credit cards or securities of any description but only in respect of loss destruction or damage under Contingencies A-L for an amount not exceeding €3,300
      - 5 documents, manuscripts and business books but only for the cost of the materials and of clerical labour expended in reproducing such records
      - 6 computer systems records but only for an amount not exceeding €6,350 in respect of the cost of the materials and or clerical labour and computer time expended in reproducing such records.
    - (b) The term "Contents" excludes
      - 1 landlord's fixtures and fittings
      - 2 stock and materials in trade
      - 3 money cheques stamps bonds credit cards or securities of any description in respect of loss destruction or damage under Contingency M
      - 4 any expense in connection with the production of information to be recorded in documents manuscripts business books or computer systems records
      - 5 any amount exceeding €3,300 in respect of any one pattern model mould plan or design or set of same
      - 6 vehicles licensed for road use including accessories thereon
      - 7 jewellery precious stones precious metals bullion furs curiosities works of art or rare books unless specifically included.



3. **Stock and Materials in Trade** therein and thereon the property of the Insured or held by them in trust for which they are responsible.
4. **Miscellaneous Property** as described in the Specification.

**B** The word "DAMAGE" in capital letters shall mean loss or destruction of or damage to the Property Insured.

**C** The words "DEFINED CONTINGENCY" 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 flood escape of water from any tank apparatus or pipe or impact by any road vehicle or animal.

### LIMITS OF LIABILITY

The liability of the Company under Contingencies A-M shall not exceed in respect of:

- (i) any one item - the Sum Insured thereon as stated in Columns 1,2,3 & 4 of the Schedule
- (ii) all loss or damage during any one period of insurance - the Total Sum Insured as stated in Column 5 of the Schedule.

### CONTINGENCIES

**A FIRE** but excluding DAMAGE caused by

- (a) explosion resulting from fire
- (b) earthquake or subterranean fire
- (c) (i) its own spontaneous fermentation or heating or  
(ii) its undergoing any heating process involving the application of heat.

**B LIGHTNING**

**C EXPLOSION**

- (i) of boilers
- (ii) of gas

used for domestic purposes only but excluding DAMAGE caused by earthquake or subterranean fire

- (iii) otherwise but excluding DAMAGE caused by or consisting of the bursting of a boiler 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.

**D AIRCRAFT** or other aerial devices or articles dropped therefrom.

**E EARTHQUAKE**

**F RIOT CIVIL COMMOTION STRIKERS LOCKED-OUT WORKERS** or persons taking part in labour disturbances or MALICIOUS PERSONS excluding

- (a) DAMAGE arising from cessation of work
- (b) as regards DAMAGE (other than by fire or explosion) directly caused by malicious persons not acting on behalf of or in connection with any political organisation
  - (i) DAMAGE by stealing
  - (ii) DAMAGE in respect of any building which is empty or not in use

- (c) DAMAGE arising from confiscation requisition or destruction by order of the government or any public authority.

**G SUBTERRANEAN FIRE**

**H STORM OR FLOOD** excluding

- (a) DAMAGE attributable solely to change in the water table level
- (b) DAMAGE by frost subsidence ground heave or landslide
- (c) DAMAGE in respect of moveable property in the open fences and gates.

**I ESCAPE OF WATER FROM ANY TANK APPARATUS OR PIPE** excluding

- (a) DAMAGE by water discharge or leaking from any automatic sprinkler installation
- (b) DAMAGE in respect of any building which is empty or not in use.

**J IMPACT** by any road vehicle or animal not belonging to or under the control of the Insured or any occupier of the premises or their respective employees.

**K ACCIDENTAL ESCAPE OF WATER FROM ANY AUTOMATIC SPRINKLER INSTALLATION** in the premises not caused by

- (a) freezing whilst the building in so far as it is in the Insured's ownership or tenancy is empty or not in use
- (b) explosion earthquake subterranean fire or heat caused by fire.

**L ACCIDENTAL DAMAGE EXCLUDING**

- (a) DAMAGE caused by or consisting of
  - (i) inherent vice latent defect gradual deterioration wear and tear frost change in water table level its own faulty or defective design or materials
  - (ii) faulty or defective workmanship operational error or omission on the part of the Insured or any of their Employees.

- (iii) the bursting of boiler (not being a boiler 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
- (iv) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds

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

(b) DAMAGE caused by or consisting of

- (i) corrosion rust wet or dry rot shrinkage evaporation loss of weight dampness dryness marring scratching vermin or insects
- (ii) change in temperature colour flavour texture or finish
- (iii) stealing or attempted stealing

DAMAGE consisting of

- (iv) joint leakage failure of welds cracking fracture collapse or overheating of boilers economisers superheaters pressure vessels or any range of steam and feed piping in connection therewith
- (v) mechanical or electrical breakdown or derangement of the particular machine apparatus or equipment in which such breakdown or derangement originates

but this shall not exclude

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

(c) DAMAGE caused by or consisting of

- (i) subsidence ground heave or landslip unless resulting from fire explosion earthquake or the escape of water from any tank apparatus or pipe
- (ii) normal settlement or bedding down of new structures
- (iii) acts of fraud or dishonesty
- (iv) disappearance unexplained or inventory shortage misfiling or misplacing of information.

(d) destruction of or damage to a building or structure caused by its own collapse or cracking unless resulting from a DEFINED CONTINGENCY in so far as is not otherwise excluded.

(e) DAMAGE in respect of moveable property in the open fences and gates caused by wind rain hail sleet snow flood or dust.

(f) DAMAGE

- (i) caused by fire resulting from its undergoing any heating process or any process involving the application of heat
- (ii) (other than by fire or explosion) resulting from its undergoing any process of production packing treatment testing commissioning or service or repair.

(g) DAMAGE

- (i) caused by freezing
- (ii) caused by escape of water from any tank apparatus or pipe
- (iii) caused (other than by fire or explosion) by malicious persons not acting on behalf of or in connection with any political organisation
- in respect of any building which is empty or not in use
- (iv) caused by cigar, cigarette or match burns or spillage of drinks.

(h) DAMAGE in respect of

- (i) property in transit
- (ii) fixed glass
- (iii) glass (other than fixed glass) china earthenware marble or other fragile or brittle objects
- (iv) computers or data processing equipment other than such DAMAGE caused by a DEFINED CONTINGENCY in so far as is not otherwise excluded.

(i) DAMAGE in respect of money cheques stamps bonds credit cards or securities of any description other than such DAMAGE caused by a DEFINED CONTINGENCY in so far as it is not otherwise excluded for an amount not exceeding €3,300.

(j) DAMAGE in respect of

- (i) vehicles licenced for road use (including accessories thereon) caravans trailers railway locomotives rolling stock watercraft or aircraft
- (ii) 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
- (iii) land roads pavements piers jetties bridges culverts or excavations
- (iv) livestock growing crops or trees
- (v) jewellery precious stones precious metals bullion furs curiosities works of art or rare books

unless specially mentioned as insured in this Section.

(k) 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.

(l) any property more specifically insured by or on behalf of the Insured.

**M STEALING OR ATTEMPTED STEALING** involving

- (a) entry into or exit from the Building(s) by forcible and violent means or
- (b) assault or violence or threat thereof to the Insured or any Employee of the Insured

Including DAMAGE to the Building(s) falling to be borne by the Insured consequent upon such Stealing or attempt thereat

Excluding

- (i) DAMAGE to money securities coins stamps jewellery watches furs precious metals precious stones or articles composed of any of them curios sculptures rare books paintings or works of art
- (ii) DAMAGE to stained or plate glass or any decoration or lettering thereon

- (iii) DAMAGE occasioned by or through any person lawfully on the premises or caused by or with the connivance of any member of the Insured's household or any Employee of the Insured
- (iv) DAMAGE caused by fire or explosion however caused
- (v) DAMAGE to property in any garden yard or open space or any stable garage outbuilding or other building not communicating with the main premises unless specially mentioned.

### **Replacement of Locks**

This Policy Section extends to indemnify the Insured in respect of costs necessarily incurred in replacing locks and /or locks mechanisms relative to the security of the premises resulting from the theft of the insured's keys from the premises or from the homes of the Insured's authorised keyholders

Provided that:

- (a) There are visible signs of forcible entry into or exit from such premises and
- (b) The replacement locks are of similar quality to those changed and
- (c) The maximum liability under this extension shall not exceed €650 in any one Period of Insurance.

### **N ACCIDENTAL BREAKAGE OF GLASS AND SIGNS**

In the event of breakage of Glass or Sanitaryware for which the Insured is responsible at the Premises the Company will replace such property or at its option pay to the Insured the cost of replacement.

The Company shall not be liable to replace or pay for the replacement of such property exactly but only as nearly as circumstances permit.

Following breakage of Glass the Company will in addition pay for any boarding up costs reasonably incurred.

### **Definitions**

#### **Glass**

All fixed glass (including signs shelves showcases and mirrors).

#### **Sanitaryware**

Fixed baths wash basins pedestals bidets shower trays sinks lavatory pans and cisterns.

#### **Premises**

Any Premises at which property is stated to be insured in Section 1 of the Schedule.

#### **Extensions**

The Company will in addition pay for any costs reasonably incurred in respect of:-

- 1 damage to frames or framework following breakage of Glass
- 2 the cost of removal or replacement of fixtures and fittings necessarily incurred to effect replacement of Glass as a result of breakage
- 3 the cost of replacing alarm foil lettering painting embossing silvering or other ornamental work on Glass following breakage of Glass

- 4 accidental damage to goods incidental to the Insured's Business caused by breakage of Glass in display windows provided that the liability of the Company under any or all of the Extensions shall not exceed €500 for any one incident.

### **Exceptions**

This Contingency does not cover breakage

- 1 due to dilapidation of frames or framework
- 2 caused by workmen altering or repairing the Premises
- 3 in transit or while being fitted
- 4 of any item flawed or broken at the commencement of this insurance
- 5 of Glass in light fittings
- 6 of Glass in greenhouses or conservatories
- 7 of Glass in Buildings which are silent empty or not in use
- 8 by or arising out of fire lightning or explosion or preventative or salvage operations consequent thereon.

Further in respect of Signs this contingency does not cover:

- A loss or damage occasioned by or happening through repair removal or erection wear and tear depreciation or deterioration
- B loss of or damage to any part caused by mechanical or electrical defect
- C damage to tubes unless the Glass is fractured.

### **Limits of Liability**

The liability of the Company under this Extension during any one Period of Insurance shall not exceed the Sum Insured stated in the Schedule of the Policy.

## **O SUBSIDENCE PERIL**

Subsidence or Ground Heave of any part of the site on which the Property stands or Landslip excluding

- a) Damage caused by the settlement or movement of made up ground or by coastal or riverbank erosion
- b) Damage occurring while the **Buildings** or any part thereof is in the course of erection, structural alteration or repair or demolition
- c) Damage caused by normal settlement or bedding down of structures within two years of completion or during the contract maintenance period whichever is the longer
- d) The first €1,500 of each and every claim

# Special Clauses Conditions and Extensions Applicable to Section 1

## THE CONDITION OF AVERAGE

- 1 The Sums Insured by each item of this Section (other than Contingency N) relating to property are declared to be subject to Average.  
Whenever a Sum Insured is declared to be subject to Average if such sum shall at the commencement of any DAMAGE be less than the value of the property covered within such Sum Insured the amount payable by the Company in respect of such DAMAGE shall be proportionately reduced.

## PROFESSIONAL FEES

- 2 The Insurance by each item of this Section of the Policy on Buildings and Contents includes an amount in respect of Architects' Surveyors' and Consulting Engineers' Fees necessarily and reasonably incurred in the reinstatement of the property insured consequent upon its destruction or damage but not for preparing any claim it being understood that the amount payable for such destruction or damage and fees shall not exceed in the aggregate the Sum Insured by each item.

## AUTOMATIC COVER

- 3 The Insurance by this Section shall subject to its terms and conditions extend to cover
  - (a) any newly acquired and/or newly erected Buildings and Contents in-so-far as the same are not otherwise insured and
  - (b) alterations additions and improvements to Buildings and Contents but not in respect of any appreciation in value anywhere in the Republic of Ireland Northern Ireland and Great Britain provided that -
    - (i) at any one situation this cover shall not exceed 10 per cent of the Total Sum Insured on such property hereby or €320,000 whichever is less
    - (ii) the Insured undertakes to give particulars of such additional insurance as soon as practicable and to pay the pro-rata additional premium from the date of inception thereof of the Policy to be endorsed accordingly from the date of commencement of the Company's liability
    - (iii) the provision of this extension shall be fully maintained notwithstanding any specific insurance effected under (ii) above.

## CHANGE OF TEMPERATURE

- 4 Notwithstanding anything to the contrary in this Policy or in any of its Conditions this Section covers destruction of or damage to the property thereby insured which may be caused by change of temperature resulting from the total or partial destruction or disablement of the refrigerating plant by Fire Lightning and Explosion as defined herein or any other contingency insured hereby subject to the terms limitations and conditions of the Policy.

## CLEARING DRAINS

- 5 The Insurance by Column 1 extends to cover expenses necessarily incurred in clearing cleaning and/or repairing drains gutters sewers and the like on the Premises for which the Insured is responsible in consequence of Fire or other Contingencies hereby insured against.

## CONTRACT PRICE

- 6 In respect only of goods sold but not delivered for which the Insured is responsible subject to a sale contract which following DAMAGE is cancelled by reason of its conditions wholly or to the extent of the DAMAGE the liability of the Company shall be based on the contract price.

For the purpose of this insurance the value of all goods to which this clause could apply in the event of DAMAGE shall also be similarly ascertained on this basis.

#### **CONTRACTING PURCHASER'S INTEREST**

- 7 If at the time of DAMAGE the Insured shall have contracted to sell his interest in any Building hereby insured and the purchase shall not have been but shall be thereafter completed the purchaser on completion of the purchase (if and so far as the property is not otherwise insured against such DAMAGE by him or on his behalf) shall be entitled to benefit under this Policy without prejudice to the rights and liabilities of the Insured or the Company until completion.

#### **CONSTRUCTION AND HEATING OF BUILDINGS**

- 8 Unless otherwise agreed by the Company it is understood that the Buildings are constructed of brick stone or concrete and roofed with slates tiles concrete metal or asbestos and not artificially heated other than by low pressure hot water or steam oil fired space heaters fed from a fuel tank in the open or fixed overhead gas or electric appliances.

#### **CUSTOMERS' GOODS**

- 9 In so far as such property is not otherwise insured the insurance by this Policy extends to cover goods of the Customers of the Insured for which the Insured have made themselves responsible even though such goods shall have been bought and paid for.

#### **DESIGNATION**

- 10 For the purpose of determining where necessary the heading under which any property is insured the Company agrees to accept the designation under which such property has been entered in the Insured's books.

#### **ELECTRICAL PLANT**

- 11 If any electrical plant or fittings shall be damaged or destroyed by fire occasioned by self-ignition overrunning excessive pressure short circuiting self-heating or leakage of electricity the Company shall not be liable for damage or destruction in respect of the particular piece of plant or fitting in which the fire originated but shall be liable for damage or destruction in respect of any other plant or fitting caused by fire spreading from the original fire.

#### **EXCESS (INSUREDS CONTRIBUTION) CLAUSE**

- 12 The Company shall not be liable for the first €500 of each and every loss as ascertained, after the application of all other terms and conditions of this Section including any Condition of Average (underinsurance), in respect of Contingencies A-N inclusive.  
For contingency 'O', the company shall not be liable for the first €1,500 of each and every loss and on the terms described above.

#### **FIRE BRIGADE CHARGES**

- 13 The Company will indemnify the Insured in respect of such Fire Brigade attendance charges as may be levied by any Local Authority in dealing with any fire which results in a claim under this Section of the Policy. The Company's liability in respect of these charges shall not exceed €1,000.

#### **EXPLOSION**

- 14 In respect of any vessel machinery or apparatus or its contents belonging to or under the control of the Insured which requires to be examined to comply with any Statutory Regulations cover against destruction or damage thereto caused by an explosion originating therein is subject to the provision that such vessel machinery or apparatus shall be the subject of a policy or other contract providing the required inspection service.



## **INTRUDER ALARMS**

- 15 It is a condition precedent to the Company's liability for DAMAGE that in respect of any Intruder Alarm System installed at the Premises
- (a) a maintenance contract is maintained in force during the currency of this insurance with the installing contractor or such other contractor as is agreed in writing by the Company
  - (b) the Premises are not left unattended unless
    - (i) the Intruder Alarm System is tested and set in its entirety and where the equipment permits any Central Station to which the Intruder Alarm is connected has acknowledged the setting signal and
    - (ii) as far as the Insured or their representative is aware the Intruder Alarm System is in full and efficient working order
  - (c) the agreement of the Company is obtained in writing before replacing extending or otherwise altering the Intruder Alarm System
  - (d) the Company is notified immediately and in writing if the Insured receive written notification from the Garda Stochana or any other Police Authority that they may be withdrawing response to alarm calls

For the purpose of this Condition Intruder Alarm System shall be deemed to include all lines and equipment used to transmit the signals to and from the Premises.

## **INTERNAL TRANSFERS**

- 16 The Insurance in respect of Stock and Materials and Contents applies to property as therein defined transferred between Premises insured by this Section including transit by road rail or inland waterway between such Premises. The amount recoverable under this Extension shall not exceed the amount which would have been recoverable had the loss occurred at the premises from which the property is transferred or in the aggregate 10 per cent of the Sum Insured by Items under Contents and Stock hereof or €33,000 whichever is the less in respect of any such transfers at any one time.

## **MORTGAGES**

- 17 The act or neglect of any Mortgagor or occupier of any Building hereby insured whereby the risk of DAMAGE is increased without the authority or knowledge of any Mortgagee shall not prejudice the interest of the latter party (parties) in this insurance provided they shall notify the Company immediately on becoming aware of such increased risk and pay additional premium if required.

## **MOTOR VEHICLES**

- 18 Permission is given for Motor Vehicles in connection with the Insured's Business to be housed as required in any of the within described Buildings. Motor Vehicles and their contents more specifically insured are excluded from the insurance by this Section except in respect of any amount over and above that recoverable under such specific insurance.

## **NON-INVALIDATION CLAUSE**

- 19 This Insurance shall not be invalidated by any act or omission or by any alteration whereby the risk of DAMAGE is increased unknown to or beyond the control of the Insured providing that the Insured immediately they become aware thereof shall give notice to the Company and pay an additional premium if required.

## **NOTICE OF UNOCCUPANCY**

- 20 Notice in writing to be given to the Company when any empty or disused Buildings or portions of Buildings are again occupied and an additional premium paid if required.

## **PUBLIC AUTHORITIES' CLAUSE**

- 21 Subject to the following special conditions the insurance by items under Buildings and Contents extends to include such additional cost of reinstatement of the lost 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/Parliament or with Bye-Laws of any Public Authority excluding
- (a) the cost incurred in complying with any of the aforesaid Regulations or Bye-Laws:-
    - (i) in respect of DAMAGE occurring prior to the granting of this extension
    - (ii) in respect of loss destruction or damage not insured by the Policy
    - (iii) under which notice has been served upon the Insured or any leasee tenant or sub-tenant prior to the happening of the DAMAGE
    - (iv) in respect of undamaged property or undamaged portions of property other than foundations (unless specifically excluded) of that portion of the property destroyed or damaged
  - (b) the additional cost that would have been required to make good the property lost destroyed or damaged to a condition equal to its condition when new had the necessity to comply with any other aforesaid Regulations or Bye-Laws not arisen
  - (c) the amount of any charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner thereof by reason of compliance with any of the aforesaid Regulations or Bye-Laws.

## **Special Conditions**

- 1 The work of reinstatement must be commenced and carried out without unreasonable delay and in any case must be completed within twelve months after the DAMAGE or within such further time as the Company may allow (during the said twelve months) and may be carried out upon another site (if the aforesaid Regulations or Bye-Laws so necessitate) subject to the liability of the Company under this extension not being thereby increased.
- 2 If the liability of the Company under any item of the Policy 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.
- 3 The total amount recoverable under any item of the Policy shall not exceed its Sum Insured.
- 4 All the terms and conditions of the Policy except in so far as they are varied hereby shall apply as if they had been incorporated herein.

## **SECURITY**

- 22 It is a condition precedent to the Company's liability for DAMAGE that whenever the Premises are left without a responsible adult therein
- (a) all locks bolts and other protective devices are in full operation
  - (b) all keys (including those relating to any part of the Intruder Alarm System) are
    - (i) removed from the Premises or
    - (ii) placed within a locked safe or strongroom the keys to which are themselves removed from the Premises
  - (c) all combination numbers of safes must be held in the custody of the Insured or an authorised Employee and must be removed from the Premises.

## **RE-ERECTION OF PLANT AND MACHINERY**

- 23 The insurance by items covering Machinery and Plant includes the cost of re-erecting fitting and fixing machinery and plant consequent upon destruction or damage by any of the Contingencies hereby insured against.

## **REINSTATEMENT MEMORANDUM**

- 24 Subject to the following special conditions the basis upon which the amount payable in respect of property insured by items under Buildings and Contents is to be calculated shall be the reinstatement of the property lost destroyed or damaged.

For this purpose “reinstatement” means

- (a) the rebuilding or replacement of property lost or destroyed provided the liability of the Company is not increased may be carried out
  - (i) in any manner suitable to the requirements of the Insured
  - (ii) upon another site
- (b) in either case to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new.

### **Special Conditions**

- 1 The liability of the Company for the repair or restoration of property damaged in part only shall not exceed the amount which would have been payable had such property been wholly destroyed.
- 2 If at the time of reinstatement the sum representing 85% of the cost which would have been incurred in reinstating the whole of the property covered by any item subject to this memorandum exceeds its sum insured at the commencement of any DAMAGE the liability of the Company shall not exceed that proportion of the amount of the DAMAGE which the said Sum Insured shall bear to the sum representing the total cost of reinstating the whole of such property at that time.
- 3 No payment beyond the amount which would have been payable in the absence of this memorandum shall be made
  - (a) unless reinstatement commences and proceeds without unreasonable delay
  - (b) until the cost of reinstatement shall have been actually incurred
  - (c) if the property insured at the time of its loss destruction or damage shall be insured by any other insurance effected by or on behalf of the Insured which is not upon the same basis of reinstatement.
- 4 All the terms and conditions of the Policy shall apply
  - (a) in respect of any claim payable under the provisions of this memorandum except in so far as they are varied hereby
  - (b) where claims are payable as if this memorandum had not been incorporated.

## **REINSTATEMENT OF THE AMOUNT OF ANY LOSS**

- 25 In consideration of the Insurance by any item hereof not being reduced by the amount of any loss the Insured undertake to 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.

## **REMOVAL OF DEBRIS**

- 26 It is understood that the insurance of this Section extends to include costs and expenses necessarily incurred by the Insured with the consent of the Company in -
- (a) Removing debris
  - (b) Dismantling and/or Demolishing
  - (c) Shoring-up or Propping

of the portion or portions of the property insured by the said items destroyed or damaged by fire or by any other Contingency hereby insured against.

The liability of the Company under this clause and the Section in respect of any item shall

- 1 in no case exceed the Sum Insured thereby
- 2 in respect of stock, be limited to 10% of the respective stock Sum Insured or €33,000 whichever is the lesser.

The Company will not pay for any costs or expenses

- (i) incurred in removing debris except from the site of such property destroyed or damaged and the area immediately adjacent to such site
- (ii) arising from pollution or contamination of property not insured by this Policy.

## **RENT**

- 27 Any insurance on rent applies only if the said Buildings or any part thereof are unfit for occupation in consequence of their destruction or damage and then the amount payable shall not exceed such proportion of the Sum Insured on rent as the period necessary for reinstatement bears to the term of rent insured.

## **WARRANTIES APPLICABLE IN THE ABSENCE OF ANY MORE SPECIFIC WARRANTIES STATED IN THE SCHEDULE**

- 28 1 The maximum number of machines for woodworking by power not to exceed the numbers allowed as indicated in the Policy Schedule (or any endorsement on the Policy) in any Building referred to NB - Portable hand machines are allowed.
- 2 No painting or other surface treatments involving the use of highly flammable liquids other than in accordance with the recommendations agreed between the Insured and the Company in connection with Spraying and other Painting Processes involving the use of Highly Flammable Liquids
- 3 All trade waste to be removed outside the Buildings daily.
- 4 Any firebreak doors or shutters must be kept closed except during working hours and be maintained in efficient working manner.
- 5 No oils spirits or grease, for lubricating or cleaning purposes, beyond what is required for one days use to be stored or deposited.
- N.B. - 25 litres of oil, 1 litre of spirits and 3 kilograms of grease allowed.

## **SPONTANEOUS COMBUSTION**

- 29 Notwithstanding anything contained to the contrary in the Contingencies insured under this Section the insurance by this Section extends to cover destruction or damage by fire only of or to coal coke and wood caused by its own spontaneous fermentation heating or combustion.

## **SUBROGATION WAIVER**

- 30 In the event of a claim arising under this Section the Company agrees to waive any rights remedies or relief to which they may become entitled by subrogation rights against
- (a) Any company standing in the relation of Parent to Subsidiary (Subsidiary to Parent) to the Insured as defined in Section 155 of the Companies Act 1963
  - (b) Any company which is a Subsidiary of a Parent company of which the Insured are themselves a subsidiary in each case within the meaning of Section 155 of the Companies Act 1963.

## **TEMPORARY REMOVAL CLAUSE**

- 31 1 The property insured by this Policy (other than stock if insured) is covered whilst temporarily removed for cleaning renovation repair or similar purposes elsewhere and in transit thereto and therefrom all in the Republic of Ireland Great Britain and Northern Ireland.
- 2 The liability of the Company under this extension in respect of each item of the Policy for any DAMAGE occurring elsewhere than at the within mentioned Premises shall not exceed 10% of the Sum Insured by the item.
- 3 This extension does not apply to property in so far as it is otherwise insured nor as regards loss occurring elsewhere than at the Premises from which the property is temporarily removed to motor vehicles and motor chassis licensed for normal road use.

#### **TEMPORARY REMOVAL (DOCUMENTS)**

- 32 The insurance of deeds and other documents (including stamps thereon) manuscripts plans and writings of every description and books (written and printed) extends to cover such property for an amount not exceeding 10% of the value thereof whilst temporarily removed to any premises not in the Insured's occupation and in transit all in the Republic of Ireland Great Britain and Northern Ireland.

This extension does not apply to

- (a) computer systems records
- (b) property in so far as it is otherwise insured.

#### **TEMPORARY REMOVAL (COMPUTER SYSTEMS RECORDS)**

- 33 The insurance of computer systems records extends to cover such property for an amount not exceeding 10% of the limit of liability thereon whilst temporarily removed to any premises not in the Insured's occupation and in transit all in the Republic of Ireland Great Britain and Northern Ireland.  
This extension does not apply to property in so far as it is otherwise insured.

#### **WORKMEN**

- 34 Workmen are allowed on the within mentioned Premises for the purposes of making minor structural and other alterations up to a contract value of €25,000 from time to time without prejudice to this insurance.

#### **WARRANTIES**

- 35 Every warranty to which the Property Insured or any item thereof is, or may be, made subject, shall from the time the warranty attaches apply and continue to be in force during the whole currency of this Section, 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 insured or item, provided that whenever this Section 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.

## Section 2 – Business Interruption

(Applicable only if specified in the Schedule)

### Insuring Clause

This cover is applicable to the Insured's Business and Premises specified in the Schedule.

In the event of the Business carried on by the Insured at the Premises being interrupted or interfered with as a consequence of DAMAGE (being loss or destruction of or damage to property used by the Insured at the Premises for the purpose of the Business) by any of the Contingencies A-L specified as being insured in Section 1 then the Company will pay to the Insured in respect of each item shown as insured in the Schedule the amount of loss resulting from such interruption or interference provided that the liability of the Company shall not exceed

- (i) in respect of Increase in Cost of Working/Gross Profit/Rent Receivable the sum insured by each item
- (ii) 133 1/3% of the Sum Insured on Estimated Gross Profit
- (iii) in respect of each other item its sum insured

as stated in the Schedule at the time of the DAMAGE.

### In respect of **Increase in Cost of Working**

The amount payable as indemnity in respect of Increase in Cost of Working shall be the additional expenditure necessarily and reasonably incurred during the Indemnity Period in respect of fitting up of temporary premises removal costs and expenses incidental thereto including increased rent lighting and heating charges and other similar expenses.

Inner limit of liability:

In the first 3 months of the Indemnity Period up to 50% of the Sum Insured.

### In respect of **Gross Profit**

The Insurance under this item is limited to loss of Gross Profit due to (a) Reduction in Turnover and (b) Increase in Cost of Working and the amount payable as indemnity shall be

- (a) **In respect of Reduction in Turnover**  
the sum produced by applying the Rate of Gross Profit to the amount by which the Turnover during the Indemnity Period shall in consequence of the DAMAGE fall short of the Standard Turnover
- (b) **In respect of Increase in Cost of Working**  
the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in Turnover which but for that expenditure would have taken place during the Indemnity Period in consequence of DAMAGE but not exceeding the sum produced by applying the Rate of Gross Profit to the amount of the reduction thereby avoided

less any sum saved during the Indemnity Period in respect of any expenses of the Business payable out of Gross Profit which cease or reduce in consequence of the DAMAGE.

**Underinsurance**

If the Sum Insured on Gross Profit by this cover be less than the sum produced by applying the Rate of Gross Profit to the Annual Turnover (or to a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds twelve months) the amount payable shall be proportionately reduced.

**Turnover**

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

**Gross Profit**

The amount by which -

- (i) the sum of the amount of the Turnover and the amounts of the closing stock and work in progress shall exceed
- (ii) the sum of the amounts of the opening stock and work in progress and the amount of the Uninsured Working Expenses.

**Note:** The amounts of the Opening and Closing Stocks and Work in Progress shall be arrived at in accordance with the Insured's normal accountancy methods due provision being made for depreciation.

**Uninsured Working Expenses**

Purchases (less discounts received) and discounts allowed.

**Note:** The words and expressions used in this definition shall have the meaning usually attached to them in the books and accounts of the Insured.

**Rate of Gross Profit**

The Rate of Gross Profit earned on the Turnover during the Financial year immediately before the date of the DAMAGE

to which such adjustments shall be made as may be necessary to provide for the trend of the Business and for variations in other circumstances affecting the Business either before or after the DAMAGE or which would have affected the Business had the DAMAGE not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the DAMAGE would have been obtained during the relative period after the DAMAGE.

**Annual Turnover -**

The Turnover during the twelve months immediately before the date of the DAMAGE

**Standard Turnover -**

the Turnover during that period in the twelve months immediately before the date of the DAMAGE which corresponds with the Indemnity Period.

In respect of **Rent Receivable**

The Insurance under this item is to reimburse the Insured in respect of (a) Loss of Rent Receivable and (b) Increase in Cost of Working and the amount payable as indemnity shall be

(a) **In respect of loss of Rent Receivable**

the amount by which the Rent Receivable during the Indemnity Period shall in consequence of the DAMAGE fall short of the Standard Rent Receivable

(b) **In respect of Increase in Cost of Working**

the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in Rent Receivable which but for that expenditure would have taken place during the Indemnity Period in consequence of the DAMAGE but not exceeding the amount of the reduction in Rent Receivable thereby avoided

less any sum saved during the Indemnity Period in respect of any expenses of the Business normally payable out of Rent Receivable which cease or reduce in consequence of the DAMAGE provided that.

**Underinsurance**

If the Sum Insured or Rent Receivable by this cover is less than the Annual Rent Receivable (or a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds twelve months) the amount payable shall be proportionately reduced.

**Rent Receivable**

The money paid or payable to the Insured for accommodation and services provided in course of the business Premises.

**Annual Rent Receivable**

The Rent Receivable during that period in the twelve months immediately before the date of the DAMAGE

**Standard Rent Receivable**

The Rent Receivable during that period in the twelve months immediately before the date of the DAMAGE which corresponds with the Indemnity Period.

to which such adjustments shall be made as may be necessary to provide for the trend of the Business and for variations in or other circumstances affecting the Business either before or after the DAMAGE or which would have affected the Business had the DAMAGE not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the DAMAGE would have been obtained during the relative period after the DAMAGE.



#### In respect of **Estimated Gross Profit**

The Insurance by this item is limited to loss of Gross Profit due to (a) Reduction in Turnover and (b) Increase in Cost of Working and the amount payable as indemnity shall be

(a) **In respect of Reduction in Turnover**

the sum produced by applying the Rate of Gross Profit to the amount by which the Turnover during the Indemnity Period shall in consequence of DAMAGE fall short of the Standard Turnover.

(b) **In respect of Increase in Cost of Working**

the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in Turnover which but for that expenditure would have taken place during the Indemnity Period in consequence of the DAMAGE but not exceeding the sum produced by applying the Rate of Gross Profit to the amount of the reduction thereby avoided

less any sum saved during the Indemnity Period in respect of expenses of the Business payable out of Gross Profit which cease or reduce in consequence of the DAMAGE.

#### **Turnover**

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

#### **Gross Profit**

The amount by which -

- (i) the sum of the amount of the Turnover and the amounts of the closing stock and work in progress shall exceed
- (ii) the sum of the amounts of the opening stock and work in progress and the amount of the Uninsured Working Expenses.

**Note:** The amounts of the opening and closing stocks and work in progress shall be arrived at in accordance with the Insured's normal accountancy methods due provision being made for depreciation.

#### **Estimated Gross Profit**

The amount declared by the Insured to the Company representing not less than the Gross Profit which is anticipated will be earned by the Business during the financial year most nearly concurrent with the Period of Insurance (or a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds twelve months).

#### **Uninsured Working Expenses**

Purchases (less discounts received) and discounts allowed.

**Note:** The words and expressions used in this definition shall have the meaning usually attached to them in the books and accounts of the Insured.

**Rate of Gross Profit**

The Rate of Gross Profit earned on the Turnover during the financial year immediately before the date of the DAMAGE

**Standard Turnover**

The Turnover during that period in the twelve months immediately before the date of the DAMAGE which corresponds with the Indemnity Period.

to which such adjustments shall be made as may be necessary to provide for the trend of the Business and for variations in or other circumstances affecting the Business either before or after the DAMAGE or which would have affected the Business had the DAMAGE not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the DAMAGE would have been obtained during the relative period after the DAMAGE.

## **PROVISIONS APPLICABLE TO ALL ITEMS UNLESS OTHERWISE STATED**

### **DEFINITIONS**

#### **Contingencies**

- 1 Any loss destruction or damage as insured by the Material Damage Cover and which is specified under Contingencies A-L therein
- 2 Explosion of any boiler or economiser on the Premises
- 3 Any other Contingency specified and defined in Section 2 of the Schedule.

#### **Indemnity Period**

The Period beginning with the occurrence of the DAMAGE and ending not later than the Maximum Indemnity Period thereafter during which the results of the Business shall be affected in consequence of the DAMAGE.

#### **Maximum Indemnity Period**

As stated in the Schedule.

#### **Premises**

Any premises owned or occupied by the Insured at which property is stated to be insured in Section 1 of the Policy.

### **MATERIAL DAMAGE PROVISIO**

It is a condition precedent to liability under this Section that at the time of the happening of the DAMAGE there shall be in force an insurance covering the interest of the Insured in the property at the Premises against such DAMAGE and that payment shall have been made or liability admitted therefore under such insurance or would have been made or admitted but for the operation of a proviso excluding liability for losses below a specified amount.

**Note 1:** To the extent that the Insured is accountable to the tax authorities for Value Added Tax all terms in this cover shall be exclusive of such tax.

**Note 2:** For the purposes of these definitions any adjustment implemented in current cost accounting shall be disregarded.

### **SPECIAL CONDITIONS**

#### **1 Cover Avoided**

This cover shall be avoided if the Business be wound up or carried on by a liquidator or receiver or permanently discontinued at any time after the commencement of this insurance unless admitted by the Company in writing.

**2 Premium Adjustment (Applicable to Items specified as insured in the Schedule)**

The premium paid may be adjusted on receipt by the Company of a declaration of Gross Profit/Rent Receivable earned during the financial year most nearly concurrent with the Period of Insurance as reported by the Insured's auditors.

If any DAMAGE shall have occurred giving rise to a claim for loss of Gross Profit/Rent Receivable the above mentioned declaration shall be increased by the Company for the purpose of premium adjustment by the amount by which the Gross Profit/Rent Receivable was reduced during the financial year solely in consequence of the DAMAGE.

If the declaration (adjusted as provided for above and proportionately increased where the Maximum Indemnity Period exceed twelve months) is less than the Sum Insured on Gross Profit/Rent Receivable for the relative Period of Insurance the Company will either

- (a) allow a pro-rata return of premium not exceeding 50% of the premium paid or
- (b) if this cover is on a 75% provisional premium basis and the declaration
  - (i) is less than 75% of the Sum Insured on Gross Profit/Rent Receivable for the relative period the Company will allow a pro rata return of premium not exceeding 33 1/3% of the provisional premium paid
  - (ii) is greater than 75% of the Sum Insured on Gross Profit/Rent Receivable for the relative period the Insured shall pay a pro rata additional premium not exceeding 33 1/3% of the provisional premium paid to the Company.

In the event that no declaration is received within six months of the expiry of such Period of Insurance the balance of 25% shall be paid.

**3. Premium Adjustment (Applicable to Items specified as insured in the Schedule)**

The premium paid is provisional and is based on the Estimated Gross Profit for the financial year most nearly concurrent with the Period of Insurance. The Insured shall furnish to the Company not later than six months after the expiry of each Period of Insurance a declaration confirmed by the Insured's Auditors of the Gross Profit earned during the financial year most nearly concurrent with the Period of Insurance.

If any DAMAGE shall have occurred giving rise to a claim for loss of Gross Profit the above mentioned declaration shall be increased by the Company for the purpose of premium adjustment by the amount by which the Gross Profit was reduced during the financial year solely in consequence of the DAMAGE.

If the declaration (adjusted as provided for above and proportionately increased where the Maximum Indemnity Period exceeds twelve months) is

- (a) less than the Estimated Gross Profit for the relative Period of Insurance the Company will allow a pro-rata return of the premium paid on the Estimated Gross Profit but not exceeding 50% of such premium
- (b) greater than the Estimated Gross Profit for the relative Period of Insurance the Insured shall pay a pro rata additional to the premium paid on the Estimated Gross Profit.

**4 Renewal Clause**

The Insured shall prior to each renewal furnish the Company with Estimated Gross Profit for the financial year most nearly concurrent with the ensuing year of insurance.

**EXTENSIONS** - The following Extensions shall apply to this Section but the liability under each shall be limited to €7,500 in respect of any one occurrence unless specifically amended in the Schedule.

DAMAGE as insured by this cover includes

### **1 Suppliers Customers and Property Stored**

**(but only in respect of those suppliers/customers disclosed by the Insured)**

- (a) the premises of any of the Insured's suppliers manufacturers or processors of components goods or materials but excluding the premises of any public supply undertaking from which the Insured obtains electricity gas water or telecommunications services
- (b) the premises of any of the Insured's customers with whom the Insured has a contract or trading relationship to supply goods or services
- (c) premises not in the occupation of the Insured where property of the Insured is stored.

### **2 Contract Sites**

Any situation not in the occupation of the Insured where the Insured is carrying out a contract.

### **3 Prevention of Access**

Property in the vicinity of the Premises destruction of or damage to which shall prevent or hinder the use of the Premises or access thereto whether the Premises or property of the Insured therein shall be damaged or not but excluding destruction of or damage to property of any public utility from which the Insured obtains supplies or services.

### **4 Public Utilities**

Property at any

- (a) generating station or sub-station of the public electricity supply undertaking
- (b) land based premises of the public gas supply undertaking or of any natural gas producer linked directly therewith
- (c) waterworks or pumping station of the public water supply undertaking
- (d) land based premises of the public telecommunications undertaking from which the Insured obtains electricity gas water or telecommunications services.

## **CLAUSES**

### **1 Professional Accountants**

Any particulars or details contained in the Insured's books of account or other business books or documents which may be required by the Company under Claims Condition 1 of this Policy for the purpose of investigating or verifying any claim under this Section may be produced by professional accountants if at the time they are regularly acting as such for the Insured and their report shall be prima facie evidence of the particulars and details to which such report relates.

The Company will pay to the Insured the reasonable charges payable by the Insured to their professional accountants for producing such particulars or details provided that the sum of the amount payable under this clause and the amount otherwise payable under this cover shall in no case exceed the Limit of Liability.

**2 Payments on Account**

Payments on account may be made to the Insured during the Indemnity Period if required at the Company's discretion.

**3 Accumulated Stocks**

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

**4 Alternative Trading Clause**

If during the Indemnity Period goods shall be sold or services shall be rendered elsewhere than at the Premises for the benefit of the Business either by the Insured or by others on his behalf the money paid or payable in respect of such sales or services shall be brought into account in arriving at the Turnover during the Indemnity Period.

**5 Uninsured Standing Charges Clause**

If any standing charges of the Business be not insured by this Policy (having been deducted in arriving at the Gross Profit as defined herein) then in computing the amount recoverable hereunder as Increase in Cost of Working that proportion only of any additional expenditure shall be brought into account which the Gross Profit bears to the sum of the Gross Profit and the Uninsured Standing Charges.

**6 Departmental Clause**

If the Business be conducted in departments the independent trading results of which are ascertainable the provisions of Clauses (a) and (b) of the item on Gross Profit shall apply separately to each department affected by the damage except that if the sum insured by the item on Gross Profit be less than the aggregate of the sums produced by applying the Rate of Gross Profit for each department of the business (whether affected by the damage or not) to its relative Annual Turnover (or to a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds twelve months) the amount payable under the said item shall be proportionately reduced.

**7 Automatic Reinstatement**

The liability of the Company will not be reduced by the amount of any loss provided that the Insured pays the premium calculated from the date of loss to the date of the expiry of the Period of Insurance.

## Section 3 – Money

### **Insuring Clause**

**(Applicable only if specified in the Schedule)**

The Company will indemnify the Insured against:-

- (a) loss of Money
- (b) loss of or damage to a safe or strongroom directly associated with any theft or attempted theft therefrom except in so far as this cost is otherwise insured
- (c) loss of or damage to clothing and personal effects being sustained by the Insured or any partner director or Employee of the Insured as a result of an assault by a person attempting to steal Money

occurring in the Situation the Company will indemnify the Insured against such loss or damage.

### **DEFINITIONS**

**Money:-** Cash Bank and Currency Notes, Cheques, GiroCheques, Postal Orders, Money Orders, Crossed Banker's Drafts, Crossed Giro Drafts, Current Postage Stamps, Unexpired Units in Franking Machines, National Lottery Tickets for their nominal (unsold) value, National Savings and Holidays with Pay Stamps, National Savings Certificates, Prize Bonds, Luncheon Vouchers, Credit Card Sales Vouchers, Trading Stamps, Gift Tokens, Consumer Redemption Vouchers, VAT Purchase Invoices and Phone Cards all belonging to the Insured or for which he has accepted responsibility.

**Business Hours:-** The period during which the Insured's Premises or sites of contract are actually occupied for Business purposes and during which the Insured or any partner director or Employee of the Insured entrusted with Money are in the Premises or at sites of contract.

### **The Situation:-**

- (a) In Transit
- (b) At any of Insured's sites of contract during Business Hours
- (c) In residence of the Insured or any partner director or Employee of the Insured
- (d) In the Premises
- (e) In bank night safes and thereafter within bank premises until at banks risk.

All within the Republic of Ireland, Northern Ireland or the United Kingdom.

### Limits of Liability

The liability of the Company under this Section shall not exceed in respect of

- |   |   |                                   |
|---|---|-----------------------------------|
| A | any single loss of Money (other than as insured by paragraph B hereafter)   |                                   |
|   | (i) in residences of the Insured or any partner director or Employee of the Insured   | €500                              |
|   | (ii) in the Premises out of Business Hours not secured in locked safe or strongroom specified in the Schedule   | €400                              |
|   | (iii)(a) in the Premises out of Business Hours secured in locked safe or strongroom specified in the Schedule   | The amount stated in the Schedule |
|   | (b) in unspecified locked safes or strongrooms  | €1,000 in total                   |
|   | (iv) in the bank night safes and thereafter within bank premises until at banks' risk   | The amount stated in the Schedule |
|   | (v) any other single loss of such money   | The amount stated in the Schedule |
| B | any single loss of Money consisting of Crossed Cheques, Crossed GiroCheques, Crossed Postal Orders, Crossed Money Orders, Crossed Bankers' Drafts, Crossed Giro Drafts, Unexpired Units in Franking Machines, National Lottery Tickets for their nominal (unsold) value, National Savings Certificates, Prize Bonds, Credit Card Sales Vouchers and VAT Purchase Invoices | €250,000                          |
| C | safe or strongroom  | Cost of repair or replacement     |
| D | clothing and personal effects of the Insured or any partner director or Employee of the Insured.  | €650 for each person              |

### Exceptions

This Section does not cover

- 1 any loss arising from fraud or dishonesty of the Insured's Employees not discovered within seven working days after the event
- 2 shortages due to error or omission
- 3 losses covered by a policy of fidelity guarantee insurance
- 4 loss from an unattended vehicle
- 5 any loss not notified to the Company within seven days after the event
- 6 any loss due to dishonoured cheques or unexplained shortages.

### Special Conditions

- 1 Reasonable Precautions (as per General Condition 3 of this Policy) are understood
  - (a) to include the removal off the premises out of Business Hours of keys to safes and strongrooms
  - (b) to extend to the selection and supervision of Employees.
- 2 The interest of the Insured under this Section shall not be assignable except with the written consent of the Company.
- 3 **Custodians Clause**

It is a condition precedent to liability under this Section that Money in transit as insured under Limit of Liability A(v) is accompanied by one or more Custodians in accordance with the following Scale:-



## SCALE

Amount of Money at risk at any one time	Number of Custodians required
Up to but not exceeding €4,000	One
Exceeding €4,000 but not exceeding €8,000	Two
Exceeding €8,000 but not exceeding €12,000	Three
Exceeding €12,000	N.B. Limit per person €4,000
(a) In Transit	(a) Approved security firm required
(b) Otherwise	(b) Subject to agreed security arrangements approved by the Company

**Note 1:** Provision of additional Custodians does not per se increase the Policy Limits of Liability (which are as stated in the Policy). Any increase in the Limits of Liability must be agreed with the Company and endorsed on the Policy.

**Note 2:** A Custodian is defined as a person who

- (i) is a fully responsible adult of at least eighteen years of age and
- (ii) is charged with direct responsibility for security of said money.

**Note 3:** Any provisions of the Policy which automatically increase or escalate sums insured or monetary limits of the Company's liability do not per se increase the maximum amount of money permitted to be at risk at any one time for the given number of Custodians in terms of the above Scale.

**Note 4:** The provisions referred to in Note 3 shall not automatically increase Limit of Liability A(v) to an amount in excess of €12,000 until special security arrangements have been agreed with the Company and are in effective operation.

#### 4 Requirement to Record Cheques etc.

It is a precondition of any claim under this Section for loss of Crossed Cheques, Crossed GiroCheques, Crossed Postal Orders, Crossed Money Orders, Crossed Bankers Drafts or Credit Card Sales Vouchers that such instruments shall have been recorded by the Insured immediately upon receipt thereof as to the amount of each individual instrument and its essential identification. Essential identification comprises the type of instrument the date of issue the serial number and where relevant the name and address or the Bank Account number of the Drawer. The record of such Money must be produced in support of any claim.

#### 5 National Lottery Tickets

The Insured shall as Retail Sales Agent for Lottery Tickets comply with the normal rules of An Post National Lottery Company attaching to the agency for the sale of such tickets including the recording of the Serial Numbers of such tickets

- (a) immediately on receipt thereof
- (b) as regards the first and last ticket sold each day

The record of such numbers shall be kept separately from the tickets themselves. In the event of such lottery tickets being lost destroyed damaged or stolen the Insured shall give immediate notice thereof to An Post National Lottery Company and to the Gardai.

## Section 4 – Employers Liability

(Applicable only if specified in the Schedule)

### **Insuring Clause**

The Company will indemnify the Insured in respect of all sums which the Insured shall become legally liable to pay for damages arising from Bodily Injury to an Employee caused during the Period of Insurance within the Territorial Limits and arising out of or in the course of his/her employment by the Insured in connection with the Business.

### **Limit of Indemnity**

The total amount payable for all damages including costs charges and expenses in connection therewith in respect of any one occurrence or all occurrences of a series consequent on one original cause shall not exceed the Limit of Indemnity stated in the Schedule.

The Limit of Indemnity will not be reduced by the amount of any Excess that may be applicable to this Section.

## **Extensions Applicable To Employers Liability Section**

### **1. *Indemnity to Principals***

The Company will indemnify any Principal against legal liability as defined in the Insuring Clause

Provided that

- (a) the Insured would have been entitled to indemnity under this Section had the claim been made against the Insured
- (b) the Principal is not entitled to indemnity under any other policy
- (c) the Principal shall as though he were the Insured observe fulfil and be subject to the terms Exclusions and Conditions of this Policy
- (d) nothing in this Extension will operate to increase the Company's liability beyond the amount for which the Company would have been liable had this Extension not applied.

### **2. *Personal Representatives***

In the event of the death of the Insured the Company will indemnify the Insureds' legal personal representatives against legal liability as defined in the Insuring Clause

Provided that

- (a) the Insured was entitled to indemnity under this Section
- (b) such legal personal representatives shall as though they were the Insured observe fulfil and be subject to the terms Exclusions and Conditions of this Policy.

### **3. *Indemnity to Other Persons***

If the Insured so requests the Company will indemnify the following persons in respect of legal liability as defined in the Insuring Clause

- (a) any Employee or partner or director of the Insured provided that the Insured would have been entitled to indemnity under this Section had the claim been made against the Insured
- (b) any officer or member of the Insured's canteen social sports or welfare organisation or first aid medical and dental services ambulance fire security services or safety organisation in his/her respective capacity as such in connection with the Business.

Provided that

- (i) such persons are not entitled to indemnity under any other policy
- (ii) such persons shall as though they were the Insured observe fulfil and be subject to the terms Exclusions and Conditions of this Policy
- (iii) nothing in this Extension will operate to increase the Company's liability beyond the amount for which the Company would have been liable had this Extension not applied.

**4. *Safety Health and Welfare at Work Act 2005***

The Company will indemnify the Insured or at the request of the Insured an Employee or partner or director of the Insured against legal costs and expenses incurred in the defence of any criminal proceedings brought for a breach of the Safety Health and Welfare at Work Act 2005 committed or alleged to have been committed during the Period of Insurance including legal costs and expenses incurred with the consent of the Company in an appeal against conviction arising from such proceedings

Provided that the Company shall not be liable for the payment of fines or penalties.

**5. *Work Overseas***

The Company will indemnify the Insured in respect of legal liability for Bodily Injury caused to an Employee as defined in the Insuring Clause arising within any member country of the European Union outside of the Territorial Limits where an Employee is on a temporary visit for the purpose of carrying out non-manual work in the course of the Business.

Provided that

- (a) such Employee is normally resident within the Territorial Limits
- (b) the Company will not indemnify the Insured in respect of any amount payable under Workmen's Compensation Social Security or Health Insurance legislation.

## **Exclusions Applicable to Employers Liability Section**

### **1. *Offshore Installations***

The Company will not indemnify the Insured in respect of any claim(s) for damages for Bodily Injury caused during any Period of Insurance and sustained by any Employee

- (a) on any offshore installation or support or accommodation vessel for any offshore installation or
- (b) in transit to or from or between any offshore installation or support or accommodation vessel for any offshore installation.

### **2. *Road Traffic Act Liability***

The Company will not indemnify the Insured in respect of any liability for which compulsory insurance or security is required under any Road Traffic Act or any legislation amending or replacing any such Act.

## **Conditions Applicable to Employers Liability Section**

### ***Avoidance and Recovery***

The indemnity granted by this Section is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to employees in any of the Policy Territories . But the Insured shall repay to the Company all sums paid by the Company which the Company would not have been liable to pay but for the provisions of such law.

## Section 5 – Public Liability

(Applicable only if specified in the Schedule)

### Insuring Clause

The Company will indemnify the Insured in respect of all sums which the Insured shall become legally liable to pay for damages arising out of accidental

- (a) Bodily Injury to any person
- (b) Nuisance
- (c) loss of or damage to material property

occurring within the Territorial Limits during the Period of Insurance and arising out of and in the course of the Business.

### Limit of Indemnity

The total amount payable for all damages including costs charges and expenses in connection therewith in respect of any one occurrence or all occurrences of a series consequent on one original cause shall not exceed the Limit of Indemnity stated in the Schedule.

The Limit of Indemnity will not be reduced by the amount of any Excess that may be applicable to this Section.

## **Extensions applicable to the Public Liability Section**

### **1. *Work Overseas***

The Company will indemnify the Insured against legal liability as defined in the Insuring Clause arising within any member country of the European union outside of the Territorial Limits where an Employee or partner or director of the Insured is on a temporary visit for the purpose of carrying out non-manual work in the course of the Business.

Provided that such Employee or partner or director is ordinarily resident within the Territorial Limits.

### **2. *Indemnity to Principals***

The Company will indemnify any Principal in respect of legal liability as defined in the Insuring Clause.

Provided that

- (a) the Insured would have been entitled to indemnity under this Section had the claim been made against the Insured
- (b) the Principal is not entitled to indemnity under any other policy
- (c) the Principal shall as though he were the Insured observe fulfil and be subject to the terms Exclusions and Conditions of this Policy
- (d) nothing in this Extension will operate to increase the Company's liability beyond the amount for which the Company would have been liable had this Extension not applied.

### **3. *Personal Representatives***

In the event of the death of the Insured the Company will indemnify the Insureds' legal personal representatives in respect of legal liability as defined in the Insuring Clause

Provided that

- (a) the Insured was entitled to indemnity under this Section
- (b) such legal personal representatives shall as though they were the Insured observe fulfil and be subject to the terms Exclusions and Conditions of this Policy.

### **4. *Indemnity to Other Persons***

If the Insured so requests the Company will indemnify the following persons in respect of legal liability as defined in the Insuring Clause

- (a) any Employee or partner or director of the Insured provided that the Insured would have been entitled to indemnity under this Section had the claim been made against the Insured
- (b) any officer or member of the Insured's canteen social sports or welfare organisation or first aid medical and dental services ambulance fire security services or safety organisation in his/her respective capacity as such in connection with the Business

Provided that

- (i) such persons are not entitled to indemnity under any other policy
- (ii) such persons shall as though they were Insured observe fulfil and be subject to the terms Exclusions and Conditions of this Policy
- (iii) nothing in this Extension will operate to increase the Company's liability beyond the amount for which the Company would have been liable had this Extension not applied.

### **5. *Cross Liabilities***

If more than one party is named as the Insured the Company will treat each party as if a separate Policy had been issued to each.

Provided that nothing in this Extension will operate to increase the Company's liability beyond the amount for which the Company would have been liable had this Extension not applied.



## Exclusions applicable to the Public Liability Section

The Company will not indemnify the Insured in respect of any liability:

1. for Bodily Injury to an Employee.
2. for fines penalties punitive or exemplary damages.
3. (a) for personal injury or bodily injury or financial loss or loss of damage to or loss of use of property directly or indirectly arising out of the discharge dispersal release or escape of pollutants  
(b) for the cost of removing nullifying or cleaning up of pollutants  
(c) for fines penalties punitive or exemplary damages arising directly or indirectly out of the discharge dispersal release or escape of pollutants

Notwithstanding the foregoing this Agreement shall cover liability otherwise excluded under paragraphs (a) and (b) above which

- (i) is caused by a sudden identifiable unintended and unexpected happening which takes place in its entirety at a specific time and place and
- (ii) is indemnified in not more than one annual period of original insurance

For the purpose of this clause "pollutants" means any solid liquid gaseous or thermal irritant or contaminant including but not limited to smoke vapour soot fumes acid alkalis chemicals and waste. Waste includes material to be recycled reconditioned or reclaimed.

4. for loss of or damage to material property
  - (a) belonging to the Insured
  - (b) in the custody or control of the Insured or an Employee or partner or director of the Insured other than
    - (i) the personal effects (including vehicles and their contents) of any visitor Employee or partner or director of the Insured
    - (ii) buildings (together with the contents thereof) temporarily occupied by or on behalf of the Insured for the purpose of carrying out work in the course of the Business
    - (iii) buildings (including their fixtures and fittings) leased or rented by the Insured but excluding liability assumed under the terms of any tenancy agreement.
5. caused by or arising from
  - (a) (i) any vehicle for which compulsory insurance or security is required by any Road Traffic Legislation if such vehicle is owned leased hired borrowed or used by the Insured specified in the Schedule or by the person seeking indemnity
  - (ii) any trailer for which compulsory insurance or security is required by any Road Traffic Legislation if such trailer is owned leased hired borrowed or used by the Insured specified in the Schedule or by the person seeking indemnity
  - (b) the loading or unloading of such vehicle or trailer
  - (c) (i) the bringing of a load to such vehicle or trailer for the purpose of loading thereon
  - (ii) the taking away of a load from such vehicle or trailer after unloading therefrom

where indemnity is provided by any other motor insurance contract or where compulsory insurance or security for such vehicle is required under Road Traffic Legislation

- (d) any vessel or craft made or intended to float on or in or travel through water or air or space if such vessel or craft is owned leased hired borrowed or operated by the Insured
- (e) the loading or unloading of such vessel or craft.

6. caused by or arising from any design plan or specification or any treatment or advice (remedial/professional or otherwise) given administered or omitted by the Insured or an Employee or partner or director of the Insured for which a fee is or would normally be charged.
7. (a) caused by or arising from a Product other than food or beverages prepared and/or served for consumption on any premises occupied or owned by the Insured  
(b) for the cost of repairing replacing recalling altering removing or reinstating a Product.
8. caused by or arising from a deliberate act or omission of the Insured and which could reasonably have been expected by the Insured having regard to the nature and circumstances of such act or omission.
9. for loss of or damage to that part of any property on which the Insured or an Employee or partner or director or agent of the Insured is or has been working where the loss or damage arises out of such work.
10. directly or indirectly caused by or contributed to or arising from any wrongful arrest detention imprisonment or eviction of any person or wrongful accusation of shoplifting.

## Section 6 – Products Liability

(Applicable only if specified in the Schedule)

### **Insuring Clause**

The Company will indemnify the Insured in respect of all sums which the Insured shall become legally liable to pay for damages arising out of accidental

- (a) Bodily Injury to any person
- (b) Loss of or damage to material property

Occurring within the Territorial Limits during the Period of Insurance and caused by a defect in a Product.

### **Limit of Indemnity**

The total amount payable for all damages including costs charges and expenses in connection therewith in respect of any one occurrence or all occurrences of a series consequent on one original cause or in respect of any one Period of Insurance shall not exceed the Limit of Indemnity stated in the Schedule.

The Limit of Indemnity will not be reduced by the amount of any Excess that may be applicable to this Section.

## **Extensions applicable to the Products Liability Section**

### **1. *Indemnity to Principals***

The Company will indemnify any Principal against legal liability as defined in the Insuring Clause

Provided that

- (a) the Insured would have been entitled to indemnity under this Section had the claim been made against the Insured
- (b) the Principal is not entitled to indemnity under any other policy
- (c) the Principal shall as though he were the Insured observe fulfil and be subject to the terms Exclusions and Conditions of this Policy
- (d) nothing in this Extension will operate to increase the Company's liability beyond the amount for which the Company would have been liable had this Extension not applied.

### **2. *Personal Representatives***

In the event of the death of the Insured the Company will indemnify the Insured's legal personal representatives in respect of legal liability as defined in the Insuring Clause.

Provided that

- (a) the Insured was entitled to indemnity under this Section
- (b) such legal personal representatives shall as though they were the Insured observe fulfil and be subject to the terms Exclusions and Conditions of this Policy.

### **3. *Cross Liabilities***

If more than one party is named as the Insured the Company will treat each party as if a separate Policy had been issued to each

Provided that nothing in this Extension will operate to increase the Company's liability beyond the amount for which the Company would have been liable had this Extension not applied.

## Exclusions applicable to the Products Liability Section

The Company will not indemnify the Insured in respect of any liability:

1. for Bodily Injury to an Employee.
2. for fines penalties punitive or exemplary damages.
3. (a) for personal injury or bodily injury or financial loss or loss of damage to or loss of use of property directly or indirectly arising out of the discharge dispersal release or escape of pollutants  
(b) for the cost of removing nullifying or cleaning up of pollutants  
(c) for fines penalties punitive or exemplary damages arising directly or indirectly out of the discharge dispersal release or escape of pollutants

Notwithstanding the foregoing this Policy shall cover liability otherwise excluded under paragraphs (a) and (b) above which

- (i) is caused by a sudden identifiable unintended and unexpected happening which takes place in its entirety at a specific time and place and
- (ii) is indemnified in not more than one annual period of original insurance

For the purpose of this clause pollutants means any solid liquid gaseous or thermal irritant or contaminant including but not limited to smoke vapour soot fumes acid alkalis chemicals and waste. Waste includes material to be recycled reconditioned or reclaimed.

4. caused by or arising from
  - (a) (i) any vehicle for which compulsory insurance or security is required by any Road Traffic Legislation if such vehicle is owned leased hired borrowed or used by the Insured specified in the Schedule or by the person seeking indemnity
  - (ii) any trailer for which compulsory insurance or security is required by any Road Traffic Legislation if such trailer is owned leased hired borrowed or used by the Insured specified in the Schedule or by the person seeking indemnity
  - (b) the loading or unloading of such vehicle or trailer
  - (c) (i) the bringing of a load to such vehicle or trailer for the purpose of loading thereon
  - (ii) the taking away of a load from such vehicle or trailer after unloading therefromwhere indemnity is provided by any other motor insurance contract or where compulsory insurance or security for such vehicle is required under Road Traffic Legislation
- (d) any vessel or craft made or intended to float on or in or travel through water or air or space if such vessel or craft is owned leased hired borrowed or operated by the Insured
- (e) the loading or unloading of such vessel or craft.
5. for loss of or damage to or for the cost of repairing replacing recalling altering removing or reinstating a Product.
6. caused by or arising from a Product which is for use in or supply to the United States of America or Canada.
7. caused by or arising from a Product which is for use in any aircraft hovercraft waterborne-craft or offshore-structure or nuclear installations.
8. caused by or arising from a deliberate act or omission of the Insured and which could reasonably have been expected by the Insured having regard to the nature and circumstances of such act or omission.
9. caused by or arising from a defect in a Product which was known to the Insured prior to the inception date of this insurance or which comes to the attention of the Insured during the Period of Insurance and has not been notified to the Company under General Condition 2 Alteration or the Claims Conditions of this Policy.

## Section 7 – Frozen Foods

(Applicable only if specified in the Schedule)

### Insuring Clause

The Company will indemnify the Insured for Damage to Frozen Foods the property of the Insured or held by them in trust or on commission for which they are responsible whilst contained in any Appliance caused by:-

- (a) rise or fall in temperature as a result of
  - (i) the breaking, distortion or burning out of any part of the Appliance (including its own wiring terminating at and including the plug and fuse) arising from mechanical or electrical defects in the Appliance occurring whilst the Appliance is being used under normal working conditions
  - (ii) non-operation of the thermostatic or automatic controlling devices forming part of the Appliance
  - (iii) accidental failure of the public supply of electricity not occasioned by the deliberate act of any supply authority
- (b) accidental leakage of refrigeration or refrigerant fumes from the Appliance.

The following words have meanings as shown:-

### Appliance

Any frozen food cabinet, deep freezer, cold room or cold store which is not more than 10 years old and which is within the Premises specified in the Schedule.

### Frozen Food

Frozen, refrigerated or chilled foods.

### Damage

Loss, destruction or damage.

### Exclusions & Limitations applicable to this Section

This Section does not cover

1. Damage resulting from wear and tear, deterioration gradually developing flaws or defects in the Appliance
2. Damage resulting from the incorrect setting of thermostats or automatic controls
3. any failure of electric current which does not involve total cessation for at least 2 consecutive hours
4. any consequential loss incurred by the Insured
5. Damage caused to Frozen Foods contained in any Appliance which is not inspected at least once a year under contract by a competent service engineer.

## **Clauses applicable to this Section**

### **1. Limit of Liability**

The maximum amount which the Company will pay for claims under this Section and arising from one event or series of events will be the Sum Insured for Frozen Foods.

### **2. Automatic Reinstatement**

The Sum Insured will be automatically reinstated following notification of a claim by the Insured, subject to the following provisions

- the Company may decline to reinstate the Sum Insured following the giving of written notice to the Insured
- the maximum amount of reinstatement in any one Period of Insurance shall be the Sum Insured in respect of the Frozen Foods
- the Insured shall pay to the Company the appropriate pro rata additional premium
- the Insured shall comply with all requests by the Company for enhanced protection for the Frozen Foods.

## **Settlement of Claims**

### **1. Settlement Basis**

The Company will pay the Insured the cost price of the Frozen Food at the time of the Damage less any salvage.

### **2. Claim Payment to be Restricted in the Event of Under Insurance**

If at any time of Damage the Sum Insured is less than 85% of the cost price of the property insured at the time of the Damage the amount payable by the Company will be reduced in proportion to the amount of underinsurance.







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KennCo Underwriting Ltd is regulated by the Central Bank of Ireland.