



Electrical Contractors Ireland Insurance portfolio

Policy wording



A seamless integrated insurance solution for professionals.

Please read this wording, together with any **endorsements** and the schedule, very carefully. If anything is not correct, please notify **us** immediately.

This wording is fully protected by the laws of copyright. No unauthorised use or reproduction is permitted.

Our promise to you

In return for the premium **you** have paid, **we** agree to insure **you** in accordance with the terms and conditions of the **policy**.

Steve Langan
Managing Director, Hiscox UK and Ireland

Complaints procedure

Hiscox aims to ensure that all aspects of **your** insurance are dealt with promptly, efficiently and fairly. At all times Hiscox are committed to providing **you** with the highest standard of service. If **you** have any concerns about **your policy** or **you** are dissatisfied about the handling of a claim and wish to complain **you** should, in the first instance, contact Hiscox Customer Relations in writing at:

Hiscox Customer Relations
Hiscox House
Sheepen Place
Colchester
CO3 3XL
United Kingdom

or by telephone on +44 (0)1206 773705
or by email at customer.relations@hiscox.com.

Where **you** are not satisfied with the final response from Hiscox, **you** may also have the right to refer **your** complaint to the Financial Services Ombudsman. For more information regarding the scope of the Financial Services Ombudsman, please refer to www.financialombudsman.ie.

General definitions

Words shown in **bold** type have the same meaning wherever they appear in this **policy**.

The words defined below are used throughout this **policy**. Any other definitions are shown in the section to which they apply.

Asbestos risks

- a. The mining, processing, manufacturing, use, testing, ownership, sale or removal of asbestos, asbestos fibres or material containing asbestos; or
- b. exposure to asbestos, asbestos fibres or materials containing asbestos; or
- c. the provision of instructions, recommendations, notices, warnings, supervision or advice given, or which should have been given, in connection with asbestos, asbestos fibres or structures or materials containing asbestos.

Business

Your business or profession as shown in the schedule.

Confiscation

Confiscation, nationalisation, requisition, expropriation, deprivation, destruction of or damage to property by or under the order of any government or public or local authority.

Date recognition

Any failure by any equipment (including any hardware or software) to correctly recognise any given date or to process any data or to operate properly due to any failure to correctly recognise any given date.

Endorsement

A change to the terms of the **policy**.

Excess

The amount **you** must bear as the first part of each agreed claim or loss.

Geographical limits

The geographical area shown in the schedule.

Nuclear risks

- a. Any sort of nuclear material, nuclear reaction, nuclear radiation or radioactive contamination;
- b. any products or services which include, involve or relate in any way to anything in a. above, or the storage, handling or disposal of anything in a. above;
- c. all operations carried out on any site or premises on which anything in a. or b. above is located.

Period of insurance

The time for which this **policy** is in force as shown in the schedule.

Policy Programme

This insurance document and the schedule, including any **endorsements**.

A set of instructions written in a computer language which tells a computer how to process data or interact with ancillary equipment.

Terrorism

An act, or the threat of an act, by any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government, that:

- a. is committed for political, religious, ideological or similar purposes; and
- b. is intended to influence any government or to put the public, or any section of the public, in fear; and
- c.
 - i. involves violence against one or more persons; or
 - ii. involves damage to property; or
 - iii. endangers life other than that of the person committing the action; or
 - iv. creates a risk to health or safety of the public or a section of the public; or
 - v. is designed to interfere with or to disrupt an electronic system.

Virus

Programmes that are secretly introduced without **your** permission or knowledge including, but not limited to, malware, worms, trojans, rootkits, spyware, dishonest adware, crimeware and other malicious unwanted software.

War

War, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.

We/us/our

The insurer named in the schedule.

You/your

The insured named in the schedule.

Conditions precedent

General Conditions 2, 3 and 4 below, general claims conditions 1 and 3 and the conditions shown in each section under the heading **your obligations** are all conditions precedent to **our** liability. **We** will not make any payment under this insurance unless **you** comply with all the requirements of those conditions.

General conditions

The following conditions apply to the whole of this **policy**. Any other conditions are shown in the section to which they apply.

Basis of insurance

1. Because of its importance, all information which **you** or anyone on **your** behalf provided before **we** agreed to insure **you** is incorporated into and forms the basis of this **policy**. All facts and matters which might be relevant to **our** consideration of **your** proposal must be disclosed and all material representations made to **us** must be true, otherwise **we** are entitled to treat this insurance as if it had never existed.

Change of circumstances

2. **You** must tell **us** as soon as reasonably possible of any change in circumstances during the **period of insurance** which may materially affect this **policy**. (A material fact or circumstance is one which might affect **our** decision to provide insurance or the conditions of that insurance.) **We** may then change the terms and conditions of this **policy**.

Due diligence

3. **You** must take reasonable steps to prevent accident or injury and to protect **your** property against loss or damage. **You** must keep any property insured under this **policy** in good condition and repair.

Premium payment
Cancellation

4. **We** will not make any payment under this **policy** unless **you** have paid the premium.
5. **You** or **we** can cancel the **policy** by giving 30 days written notice. **We** will give **you** a pro rata refund of the premium for the remaining portion of the **period of insurance** after the effective date of cancellation for which **you** have already paid. However, **we** will not refund any premium under €10.

If **we** have agreed that **you** can pay **us** the premium by installments and **we** have not received an instalment 14 days after the due date, **we** may cancel the **policy**. In this event, the **period of insurance** will equate to the period for which premium installments have been paid to **us**. **We** will confirm the cancellation and amended **period of insurance** to **you** in writing.

Multiple insureds

6. The most **we** will pay is the relevant amount shown in the schedule.

If more than one insured is named in the schedule, the total amount **we** will pay will not exceed the amount **we** would be liable to pay to any one of **you**.

You agree that the insured named in the schedule, or if there is more than one insured named in the schedule the first of them, is authorised to receive all notices and agree any amendments to the **policy**.

Aggregate limit

7. Where this **policy** specifies an aggregate limit, this means **our** maximum payment for all relevant claims or losses covered under the **policy** during the **period of insurance**.

If the **period of insurance** is continuous, the aggregate limit will apply to all relevant claims or losses covered under the **policy** during the 12 months from the date the continuous cover starts. Each aggregate limit will be reinstated to the level shown in the schedule at each anniversary.

Other insurance

8. **We** will not make any payment under this **policy** where **you** would be entitled to be paid under any other insurance if this **policy** did not exist except in respect of any amount in excess of the amount that would have been payable under such other insurance had this **policy** not been effected. If such other insurance is provided by **us** the most **we** will pay under this **policy** will be reduced by the amount payable under such other insurance.

Governing law

9. Unless some other law is agreed in writing, this **policy** will be governed by the laws of Ireland.

Arbitration

10. Any dispute arising out of or relating to this insurance, including over its construction, application and validity, will be referred to a single arbitrator in accordance with the Arbitration Act then in force. The arbitrator will be an experienced member of the Irish Bar. If agreement cannot be reached on a suitable arbitrator, one will be chosen by the Chairman of the Bar Council of Ireland.

General claims conditions

The following claims conditions apply to the whole of this **policy**. Any other claims conditions and procedures are shown in the section to which they apply.

Your obligations

1. **We** will not make any payment under this **policy** unless **you**:
- give **us** prompt notice of anything which is likely to give rise to a claim under this **policy**, in accordance with the terms of each section;
 - give **us**, at **your** expense, any information which **we** may reasonably require and co-operate fully in the investigation of any claim under this **policy**;
 - make every reasonable effort to minimise any loss, damage or liability and take appropriate emergency measures immediately if they are required to reduce any claim;
 - give **us** all assistance which **we** may reasonably require to pursue recovery of amounts **we** may become liable to pay under this **policy**, in **your** name but at **our** expense.

Fraud

2. If **you**, or anyone on **your** behalf, tries to deceive **us** by deliberately giving **us** false information or making a fraudulent claim under this **policy** then **we** will treat this **policy** as if it had never existed.

Use of heat

3. **We** will not make any payment under this **policy** unless all of the following requirements in respect of the use or application of heat by **you** or **your** contractor at the **business premises** or away from any premises owned leased or rented by **you** are complied with.
- Before starting work involving the use or application of heat:
 - you** or **your** contractor shall record and follow a written risk management plan, which has been created prior to the work commencing, which makes adequate provisions for the safety of all persons and property; and
 - you** or **your** contractor shall appoint a duly qualified or experienced person to be responsible for fire safety and for ensuring all necessary precautions as prescribed in the written risk assessment are complied with; and
 - your** or **your** contractor's employees on site shall be made fully aware of the written risk assessment and the location of the site's fire alarms, if any, and at least two adequate and appropriate fire extinguishers, in proper working order, must be kept within ten metres of the use of or application of heat; and
 - you** or **your** contractor shall examine all property within five metres of the use of or application of heat (including adjoining shafts or openings and the area on the other side of any wall or partition) and ensure that all combustible materials are removed from this area. Combustible materials which cannot be removed must be covered and fully protected by screens of non-combustible material.
 - During the process of work involving the use or application of heat:
 - you** or **your** contractor shall appoint a person to act as an observer to the operative(s) using the equipment to watch for signs of smoke or smouldering or flames; and
 - you** or **your** contractor shall ensure that the use of all equipment is carried out strictly in accordance with the manufacturer's instructions, including not being lit until immediately before use and extinguished immediately after use. No piece of lighted equipment shall be left unattended; and
 - you** or **your** contractor shall ensure that any gas cylinders not required for immediate use are kept outside the building in which the use of application of heat is taking place and at least 15 metres from the point of application of heat; and

- iv. **you** or **your** contractor shall ensure that any use of asphalt, bitumen, tar, pitch or lead heaters is carried out in the open in a vessel designed for the purpose and the vessel must be placed on a non-combustible heat insulating base.

The General terms and conditions and the following terms and conditions all apply to this section.

Special definitions for this section

Business activity Defence costs

As shown in **your** schedule.

Costs incurred with **our** prior written agreement to investigate, settle or defend a claim against **you**.

You/your

Also includes any person who was, is or during the **period of insurance** becomes **your** partner or director or senior manager in actual control of **your** operations.

What is covered

Claims against you

If during the **period of insurance**, and as a result of **your business activity** within the **geographical limits** for clients, any party brings a claim against **you** for:

- a. negligence or breach of a duty of care;
- b. negligent misstatement or negligent misrepresentation;

we will indemnify **you** against the sums **you** have to pay as compensation.

We will also pay **defence costs** but **we** will not pay costs for any part of a claim not covered by this section.

Mitigation costs

If a problem arises which is capable of being rectified but which, if left, is likely to lead to a claim against **you** which would be covered by this **policy**, **we** will pay the expenses **you** reasonably and necessarily incur with **our** prior written consent in rectifying the problem to avoid the claim. **We** will only do this if **we** agree that these expenses are less than the amount of a potential claim. It is for **you** to satisfy **us** that **you** have acted reasonably in seeking to rectify the problem in this way. If, following rectification, a claim is still brought against **you**, **we** will deal with it but **our** total payment, including what **we** have already paid, will not exceed the limit of indemnity shown in the schedule.

We will not make any payment for any part of a claim not covered by this section.

Your own losses

Criminal proceedings

If **you** are charged with a criminal offence during the **period of insurance** under a statute or regulation that applies to **your business** or **business activity**, **we** will pay the reasonable costs incurred with **our** prior written consent to defend **you** if, in **our** opinion, a successful defence may avoid a claim being made against **you** which would be covered by this section.

What is not covered

Matters specific to your business

A. **We** will not make any payment for any claim or loss directly or indirectly due to:

1. **your** failure to account for any monies received.
2. **your** failure to obtain and maintain adequate insurance.
3. **your** failure to obtain and maintain adequate financing for a project.
4. any liability of **yours** connected with the provision of estimates for construction costs.
5. any overcharging of fees or commission by **you**.
6. any pollution or contamination, including noise, electromagnetic fields, radiation and radio waves.
7. breach of confidence, misuse of any information, infringement of any right to privacy, or defamation.
8. infringement of any intellectual property rights.

9. **your** operation or administration of any pension or employee benefit scheme or trust fund, or the sale or purchase of or dealing in any stocks, shares or securities or the misuse of any information relating to them, or **your** breach of any legislation or regulation relating to these activities.
10. **your** breach of any taxation, competition, restraint of trade or anti-trust legislation or regulation.
11. **your** or **your** sub- **contractor's defective workmanship, or any defective materials you, your** sub-contractor or a third party have supplied, or **your** or **your** sub- **contractor's failure** to supervise or inspect the work **you** or **your** sub-contractor have carried out.
12. transmission of a computer **virus**.
- Collateral warranties
13. **your** agreement to take on any legal liability under any express agreement, warranty, indemnity, waiver or guarantee, unless:
- you** would be liable even if **you** had not given any such agreement, warranty, indemnity, waiver or guarantee; or
 - the liability arises from a Collateral Warranty or Duty of Care agreement, in which case **we** will not indemnify **you** for any liability arising from:
 - any fitness for purpose guarantee;
 - any greater or longer lasting benefit than that given to the party with whom **you** originally contracted;
 - any express guarantee, contractual penalty or liquidated damages;
 - any assignment of the warranty or agreement to any purchaser or tenant after the first two assignments;
 - your** agreement to exercise a standard of care greater than would normally be expected in **your** profession.
- Joint ventures
14. activities carried out in the name of a consortium, joint venture or profit sharing scheme in which **you** are a party.
- Matters insurable elsewhere
15. the death or any bodily or mental injury or disease suffered by:
- anyone employed by or working for **you** and arising out of their work for **you**;
 - anyone else, unless arising directly from **your** breach of a duty of care in the performance of a **business activity**.
16. the loss, damage or destruction of any tangible property, unless arising directly from your breach of a duty of care in the performance of a business activity carried out by **you**.
17. the loss, damage or destruction of any bearer bonds, coupons, share certificates, stamps, money or other negotiable paper.
18. any personal liability incurred by a director or officer of **yours** when acting in that capacity or managing **your** business, or **your** breach of any fiduciary duty, other than when performing a **business activity** for a client, or any statement, representation or information concerning **you** or **your** business contained in **your** accounts, reports or financial statements.
- Deliberate, reckless or dishonest acts
19. any act, breach, omission or infringement **you** deliberately, spitefully, dishonestly or recklessly commit, condone or ignore.
- Pre-existing problems
20. any shortcoming in **your** work, or any dispute in connection with a contract, which could lead to a claim or criminal proceedings being made against **you**, which **you** knew about, or ought reasonably to have known about, before the start of the **period of insurance**.
- Date recognition
21. **date recognition**.
- War, terrorism and nuclear
22. **war, terrorism or nuclear risks**.
- Asbestos
23. **asbestos risks**.

Claims brought by a related party	<p>B. We will not make any payment for:</p> <p>1. any claim brought by an insured within the definition of you or any party with a financial, executive or managerial interest in you, including any parent company or any party in which you have a financial, executive or managerial interest, including any subsidiary company. This does not apply to a claim based on a liability to an independent third party directly arising out of the performance of your business activity.</p>
Restricted recovery rights	<p>2. that part of any claim where your right of recovery is restricted by any contract.</p>
Consequential loss	<p>3. your lost profit, mark-up or liability for VAT or its equivalent.</p> <p>4. any trading loss or trading liability including those arising from the loss of any client, account or business.</p>
Non-compensatory payments	<p>5. fines and contractual penalties, aggravated, punitive or exemplary damages, and additional damages under section 97(2) of the Copyright, Designs and Patents Act 1988 or any statutory successor to that section.</p> <p>6. any costs awarded against you as a result of criminal proceedings.</p>
Claims outside the applicable courts	<p>7. any claim, including arbitration, brought outside the countries set out in the schedule under applicable courts.</p> <p>This applies to proceedings in the applicable courts to enforce, or which are based on, a judgment or award from outside the applicable courts.</p>

How much we will pay

Special limit for criminal proceedings costs	<p>The most we will pay for the total of all claims, their defence costs and any mitigation and criminal proceedings costs combined is the single limit of indemnity shown in the schedule irrespective of the number of claims. You must pay the excess shown in the schedule for each claim.</p> <p>The most we will pay for the costs to defend all criminal proceedings is the amount shown in the schedule. We will not pay any costs awarded against you as a result of such proceedings. You must pay the relevant excess shown in the schedule.</p>
Paying out the limit of indemnity	<p>At any stage of a claim we can pay you the applicable limit of indemnity or what remains after any earlier payment from that limit. This includes defence costs already incurred at the date of our payment. We will then have no further liability for any claim, loss or costs.</p>

Your obligations

If a problem arises	<p>We will not make any payment under this section:</p> <p>1. unless you notify us promptly of the following within the period of insurance or at the latest within 14 days after it expires for any problem you first become aware of in the seven days before expiry:</p> <p style="margin-left: 20px;">a. your first awareness of a shortcoming in your or your sub contractor's work for a client which is likely to lead to a claim against you. This includes any criticism of your work even though regarded by you as unjustifiable.</p> <p style="margin-left: 40px;">If we accept your notification we will regard any subsequent claim as notified to this insurance.</p> <p style="margin-left: 20px;">b. any claim or threatened claim against you.</p> <p style="margin-left: 20px;">c. your first awareness of any actual or threatened criminal proceedings against you.</p> <p>2. if, when dealing with your client or a third party, you admit that you are liable for what has happened or make any offer, deal or payment, unless you have our prior written agreement. You must also not reveal the amount of cover available under this insurance, unless you had to give these details in negotiating a contract with your client or have our prior written agreement.</p> <p>3. unless you start, at our expense, any court or arbitration proceedings which we reasonably require to challenge or re-open.</p>
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Control of defence

We have the right, but not the obligation, to take control of and conduct in **your** name, the investigation, settlement or defence of any claim. If **we** think it necessary **we** will appoint an adjuster, solicitor or any other appropriate person to deal with the claim. **We** may appoint **your** own solicitor but on a similar fee basis as **our** solicitor and only for work done with **our** prior written approval. Proceedings will only be defended if there is a reasonable prospect of success and taking into account the commercial considerations of the costs of defence.

The General terms and conditions and the following terms and conditions all apply to this section.

Special definitions for this section

Bodily injury	Death, or any bodily or mental injury or disease of any person.
Defence costs	Costs incurred with our prior written agreement to investigate, settle or defend a claim against you .
Denial of access	Nuisance, trespass, or interference with any easement or right of air, light, water or way.
Financial loss	Damages you would legally have to pay as compensation (other than arising under contract) as a direct result of your business .
Inefficacy	The failure of any of your products to perform the function or serve the purpose for which it was intended.
Personal injury	False arrest, detention or imprisonment; malicious prosecution; wrongful entry into, or eviction of a person from, a room, dwelling or premises that they occupy; invasion of any rights of privacy.
Pollution	Any pollution or contamination, including noise, electromagnetic fields, radiation and radio waves.
Products	Any goods supplied to others which were sold, distributed, manufactured, constructed, repaired, installed, erected, altered, tested, serviced, maintained, cleaned or treated by you .
Property damage	Physical loss of or injury to or destruction of tangible property including the resulting loss of use of such property.
Tool of trade	Mobile plant or equipment being used where insurance or security is not required under the provisions of any road traffic legislation.
You/your	Also includes any person who was, is or during the period of insurance becomes your partner or director or senior manager in actual control of your operations.

What is covered

Claims against you	<p>If, as a result of your business, any party brings a claim against you for:</p> <ol style="list-style-type: none"> bodily injury or property damage occurring during the period of insurance; personal injury or denial of access committed during the period of insurance; <p>we will indemnify you against the sums you have to pay as compensation.</p> <p>This includes a claim against you for bodily injury or property damage occurring during the period of insurance directly or indirectly due to inefficacy.</p> <p>This also includes a claim against any employee of yours when they are acting on your behalf in whatever capacity.</p> <p>We will also pay defence costs but we will not pay costs for any part of a claim not covered by this section.</p>
Additional cover Loss of keys	<p>We will pay the reasonable costs to replace locks, keys or passcards for your client following your loss of their keys or electronic passcards during the period of insurance.</p> <p>We will also pay for the sums you have to pay as compensation to your client arising from their inability to access their own premises following your loss of their keys or electronic passcards during the period of insurance.</p> <p>The most we will pay in any one period of insurance for this additional cover is shown in the schedule.</p>

Unauthorised use of telephones	<p>The excess for this additional cover is €300 each and every claim.</p> <p>We will also pay for the sums you have to pay as compensation to your client following the unauthorised use of their telephone system by any of your employees during the period of insurance and notified to us within three months of the unauthorised use.</p> <p>The most we will pay in any one period of insurance for this additional cover is the amount shown in the schedule.</p> <p>The excess for this additional cover is €300 each and every claim.</p>
Financial loss	<p>We will indemnify you if, during the period of insurance, any party brings a claim against you in writing for financial loss.</p> <p>We will also pay defence costs but we will not pay costs for any part of a claim not covered by this section.</p> <p>The excess for this additional cover is €1,000 or 10% of the agreed settlement value of the claim, whichever is the greater.</p> <p>The most we will pay in any one period of insurance for this additional cover is the amount shown in the schedule.</p> <p>We will not make any payment for any claim or loss directly or indirectly due to financial loss:</p> <ol style="list-style-type: none">sustained by any employee arising out of and in the course of employment by you in the business;arising as a result of strikes, lockouts or labour disturbances in which you or your employees are involved;arising from any act of fraud or dishonesty or from any insolvency or financial default;arising from the passing off or the infringement of patents, copyrights, trade marks or trade names or from deceit or injurious falsehood;for which an indemnity is provided by any other section of the policy;for which an indemnity is provided by any other insurer under any other insurance;arising from any unauthorised access to a computer system or any interruption of or interference with electronic means of communication used in the conduct of your business including, but not limited to, any diminution in the performance of any website or electronic means of communication;for the diminution of the value of any property;when your liability arises under a contract or agreement;for your costs to rectify any defective workmanship.
Claims against principals	<p>If, as a result of your business, any party brings a claim, which falls within the scope of What is covered, Claims against you, against your principal or against The Electrical Contractors Safety and Standards Association (Ireland) Limited, The Register of Electrical Contractors of Ireland Limited, The Commission for Energy Regulation, The Electro Technical Council of Ireland or The Electricity Supply Board and you are liable for that claim, we will treat such claim as if made against you and make the same payment to the principal or entity that we would have made to you, provided that the party to be indemnified:</p> <ol style="list-style-type: none">has not, in our reasonable opinion, caused or contributed to the claim against them;accepts that we can control the claim's defence and settlement in accordance with the terms of this section;has not admitted liability or prejudiced the defence of the claim before we are notified of it;gives us the information and co-operation we reasonably require for dealing with the claim.
Criminal proceedings	<p>If any governmental, administrative or regulatory body brings any criminal action against you during the period of insurance for any breach of statute or regulation directly relating to any actual or potential claim under this section, we will pay the costs incurred with our prior written consent to defend such an action against you or any employee of yours.</p>
Cross liabilities	<p>If more than one insured is named in the schedule, we will deal with any claim as though a separate policy had been issued to each of them provided that our liability in the aggregate shall not exceed the limit of indemnity shown in the schedule.</p>

Court attendance compensation

If any person within the definition of **you**, or any other relevant party chosen by **you** (except expert witnesses) has to attend court as a witness in connection with a claim against **you** covered under this section, **we** will pay **you** compensation for each day that their attendance is required by **our** solicitor.

Contingent motor liability

If any party brings a claim against **you** for **bodily injury** and or **property damage** occurring during the **period of insurance** and arising from any mechanically propelled vehicle or any trailer attached to it being used in connection with **your business** within the **geographical limits**, **we** will indemnify **you** against the sums **you** have to pay as compensation.

We will not make any payment for any claim.

- a. arising from any mechanically propelled vehicle or any trailer attached to it which is:
 - i. owned by **you**; or
 - ii. loaned, leased, hired or rented to **you**; or
 - iii. provided by **you**; or
 - iv. being driven by **you**.
- b. for **property damage** to the vehicle or the trailer itself or to any goods carried in or on the vehicle or trailer;
- c. arising from the vehicle being driven by any person who to **your** knowledge or that of **your** representatives does not hold a licence to drive the vehicle;
- d. more specifically insured under another insurance policy.

What is not covered

Property for which you are responsible

- A. **We** will not make any payment for any claim or loss directly or indirectly due to:
 1. loss of or damage to any property belonging to **you** or which at the time of the loss or damage is in **your** care, custody or control. This does not apply to:
 - a. **employees' or visitors' vehicles or effects while on your** premises;
 - b. premises, including their contents, which are not owned or rented by **you**, where **you** are temporarily carrying out **your business**;
 - c. premises rented to **you**, for loss or damage not insurable under property insurance policies and for which **you** would not be liable other than by the lease or other agreement;
 - d. ~~property at your~~ **property at your** premises or in transit and in **your** care, custody or control.
 2. the ownership, possession, maintenance or use by **you** or on **your** behalf of any aircraft or other aerial device, hovercraft, watercraft (other than hand propelled or sailing craft less than 20 feet in length in inland or territorial waters) or any mechanically propelled vehicles and their trailers.

This does not apply to:

Injury to employees

- a. any **tool of trade**;
 - b. the loading or unloading of any vehicle off the highway;
 - c. any claim covered under **What is covered**, Contingent motor liability.
3. **bodily injury** to any person arising out of and in the course of their employment under a contract of service or apprenticeship with **you**.

Bona fide subcontractors

4. any work undertaken for **your business** by bona fide subcontractors unless **you** take all reasonable steps to ensure that they have and maintain in force public liability insurance with a limit of indemnity of not less than that under this section of the **policy**. **We** will not make any payment for any claim or loss where **you** fail to demonstrate to **our** satisfaction that **you** have complied with this requirement.

Pollution

5.
 - a.
 - i. any **pollution** of buildings or other structures or of water or land or the atmosphere; or
 - ii. any **bodily injury** or **property damage** directly or indirectly caused by **pollution**,

unless caused by a sudden, identifiable, unintended and unexpected incident which occurs in its entirety at a specific time and place during the **period of insurance**;

b. any **pollution** occurring in the United States of America or Canada.

Hazardous premises	6. any work undertaken by you which takes place in or on blast furnaces or industrial ovens, chimneys, well shafts, viaducts, bridges, mines, refineries, off-shore installations, power stations, dams, airside or air traffic control, docks, wharves, piers, harbours, railways, motorways, fuel systems at petrol stations, ships or boats, aircraft towers or steeples or silos.
Dumping	7. the disposal or dumping by you of any waste or materials at any location which is not licensed to accept such waste or materials.
Securing premises	8. your failure to secure any client's premises where you have been carrying out your business unless you have taken all reasonable steps to secure the premises as required by your client after you have finished undertaking your business .
Computer virus	9. transmission of a computer virus .
Professional advice	10. designs, plans, specifications, formulae, directions or advice prepared or given by you .
Your products and services	11. the costs of altering, recalling, removing, reinstating, repairing, reconditioning or replacing any product or any of its parts. 12. a. any of your products relating to aircraft, including missiles or spacecraft, and any ground support or control equipment used in connection with such products; b. any of your products installed in aircraft, including missiles or spacecraft, or used in connection with such craft, or for tooling used in their manufacture including ground-handling tools and equipment, training aids, instruction manuals, blueprints, engineering or other data, advice and services and labour relating to such craft or your products .
Deliberate or reckless acts	13. any act, breach, omission or infringement you deliberately, spitefully, dishonestly or recklessly commit, condone or ignore which could reasonably be expected to cause injury or damage to another party even if such injury or damage is of a different degree or type than could reasonably have been anticipated.
Contracts	14. your liability under any contract which is greater than the liability you would have at law without the contract.
Date recognition	15. date recognition .
War, terrorism and nuclear	16. war, terrorism or nuclear risks .
Asbestos	17. asbestos risks .
Restricted recovery rights Non-compensatory payments Claims outside the applicable courts	B. We will not make any payment for: 1. that part of any claim where your right of recovery is restricted by any contract. 2. fines and contractual penalties, punitive or exemplary damages. 3. any claim, including arbitration, brought outside the countries set out in the schedule under applicable courts. This applies to proceedings in the applicable courts to enforce, or which are based on, a judgment or award from outside the applicable courts.
Claims outside the geographical limits	4. Any claim brought against you resulting from work you undertake in any country outside the geographical limits .
Consequential or trading losses	5. Your lost profit, mark-up, liability for VAI or it's equivalent, any trading losses or trading liability including those arising out of the loss of any client, account or business.

How much we will pay

We will pay up to the limit of indemnity shown in the schedule for each actual or threatened claim, unless limited below or elsewhere in this section. **We** will also pay for **defence costs**. However, if a payment greater than the limit of indemnity has to be made for a claim **our** liability for **defence costs** will be limited to the same proportion that the limit of indemnity bears to the amount paid. **You** must pay the **excess** for each claim.

All claims which arise from the same original cause, a single source or a repeated or continuing shortcoming in **your** work will be regarded as one claim.

Special limits

Products

a. For claims arising from **your products**, the most **we** will pay is a single limit of indemnity for the total of all such claims. **We** will also pay for **defence costs** for those claims until the limit of indemnity has been exhausted. **You** must pay the relevant **excess** shown in the schedule.

Inefficacy

b. For claims arising from **inefficacy**, the most **we** will pay is a single limit of indemnity as shown in the schedule for **inefficacy** for the total of all such claims and their **defence costs**. **You** must pay the relevant **excess** shown in the schedule.

Pollution

c. For claims arising from **pollution**, the most **we** will pay is a single limit of indemnity for the total of all such claims and their **defence costs**, including any claims forming part of a series of other claims regarded as one claim under this section. The most **we** will pay for **defence costs** in relation to **pollution** claims is the amount shown in the schedule. **You** must pay the relevant **excess** shown in the schedule.

Claims brought against you in USA or Canada

d. If it is stated in the schedule that cover is provided for claims brought in the United States of America or Canada, the most **we** will pay is a single limit of indemnity for the total of all such claims and their **defence costs**. **You** must pay the relevant **excess** shown in the schedule.

Criminal proceedings costs

e. The most **we** will pay for the costs to defend criminal proceedings is the amount shown in the schedule. This applies to all actions brought against **you** during the **period of insurance**.

Court attendance compensation

f. For court attendances, **we** will pay the amount shown in the schedule for each day or part of a day. The most **we** will pay for the total of all court attendances is the amount shown in the schedule.

Property for which you are responsible

g. The most **we** will pay for any claim or loss directly or indirectly due to loss of or damage to any property which at the time of the loss or damage is in **your** care, custody or control is the amount shown in the schedule. **You** must pay the relevant **excess** shown in the schedule.

Paying out the limit of indemnity

At any stage **we** can pay **you** the applicable limit of indemnity or what remains after any earlier payment from that limit. **We** will pay **defence costs** already incurred at the date of **our** payment. **We** will then have no further liability for those claims or their **defence costs**.

Your obligations

We will not make any payment under this section:

If a problem arises

1. unless **you** notify **us** promptly of any claim or threatened claim against **you**. For claims arising out of **bodily injury**, **you** must notify **us** immediately and in any event within seven days of a claim or anything which may give rise to a claim under this section. At our request, **you** must confirm the facts in writing within 30 days with as much information as is available.

You should make this notification directly to **us** (and **your** insurance adviser, if **you** have one) as follows, ensuring you quote your policy number:

by email to: liability.claims@hiscox.com; or

by post to: Hiscox Liability Claims, 25 London Road, Sittingbourne ME10 1PE, United Kingdom.

2. unless you notify us as soon as practicable of:

a. **your** discovery that **products** are defective;

- b. any threatened criminal action by any governmental, administrative or regulatory body.
3. if, when dealing with **your** client or a third party, **you** admit that **you** are liable for what has happened or make any offer, deal or payment, unless **you** have **our** prior written agreement. **You** must also not reveal the amount of cover available under this insurance, unless **you** had to give these details in negotiating a contract with **your** client or have **our** prior written agreement.

Correcting problems

We will not make any payment for **products** claims if **you** fail to take reasonable steps to remedy or rectify, at **your** expense, any defect or failure in the goods or services **you** have supplied to a client, customer or distributor.

Control of defence

We have the right, but not the obligation, to take control of and conduct in **your** name, the investigation, settlement or defence of any claim. If **we** think it necessary **we** will appoint an adjuster, solicitor or any other appropriate person to deal with the claim. **We** may appoint **your** own solicitor but on a similar fee basis as **our** solicitor and only for work done with **our** prior written approval. Proceedings will only be defended if there is a reasonable prospect of success and taking into account the commercial considerations of the costs of defence.

The General terms and conditions and the following terms and conditions all apply to this section.

Special definitions for this section

Bodily injury Defence costs

Death or any bodily or mental injury or disease.
Costs incurred with **our** prior written agreement to investigate, settle or defend a claim against **you**.

Employee

Any person working for **you** in connection with **your business** who is:

- a. employed by **you** under a contract of service or apprenticeship;
- b. hired to or borrowed by **you**;
- c. self-employed and working on a labour only basis under **your** control or supervision;
- d. engaged by labour only sub contractors;
- e. a labour master or a person supplied by him;
- f. engaged under a work experience or training scheme;
- g. a voluntary helper.

Terrorism

An act, including but not limited to the use of force or violence and/or the threat of force or violence, of any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government, 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.

What is covered

Claims against you

If any **employee** brings a claim against **you** for **bodily injury** caused to them during the **period of insurance** arising out of their work for **you** within, or while working temporarily outside, the **geographical limits**, **we** will indemnify **you** against the sums **you** have to pay as compensation. The amount **we** pay will include **defence costs** but **we** will not pay costs for any part of a claim not covered by this section.

Criminal proceedings

If any governmental, administrative or regulatory body brings any criminal action against **you** during the **period of insurance** for any breach of statute or regulation directly relating to any actual or potential claim under this section, **we** will pay the costs incurred with **our** prior written consent to defend such an action against **you**.

Claims against principals

If, as a result of **your business**, any party brings a claim, which falls within the scope of **What is covered**, Claims against you, against a customer of **your business** for whom you are providing services under contract or agreement or against The Electrical Contractors Safety and Standards Association (Ireland) Limited, The Register of Electrical Contractors of Ireland Limited, The Commission for Energy Regulation, The Electro Technical Council of Ireland or The Electricity Supply Board and **you** are liable for that claim, **we** will treat such claim as if made against **you** and make the same payment to such customer or entity that **we** would have made to **you**, provided that the party to be indemnified:

- a. has not, in **our** reasonable opinion, caused or contributed to the claim against them;
- b. accepts that **we** can control the claim's defence and settlement in accordance with the terms of this section;
- c. has not admitted liability or prejudiced the defence of the claim before **we** are notified of it;
- d. gives **us** the information and co-operation **we** reasonably require for dealing with the claim.

Unsatisfied court judgments If any **employee** obtains a judgment for damages following **bodily injury** against any company or individual operating from premises within Great Britain, Northern Ireland, the Isle of Man, the Channel Islands or Republic of Ireland and that judgment remains unpaid for more than six months, **we** will pay to the **employee** at **your** request the amount of any unpaid damages and awarded costs provided that:

- a. the **bodily injury** is caused during the **period of insurance** and arises out of and in the course of his or her employment in **your business**; and
- b. **we** would have covered **your** liability if **you** had caused the **bodily injury**; and
- c. there is no appeal outstanding; and
- d. the **employee** assigns his or her judgment to **us**.

Additional cover

Court attendance compensation

If any person within the definition of **you** has to attend court as a witness in connection with a claim against **you** covered under this section, **we** will pay **you** compensation for each day, or part of a day that their attendance is required by **our** solicitor.

What is not covered

Deliberate or reckless acts

- A. **We** will not make any payment for:
1. Any claim or loss directly or indirectly due to:
 - a. any act, breach or omission **you** deliberately or recklessly commit, condone or ignore.

Offshore

- b. any **bodily injury** caused to any of **your employees** while they are offshore. An **employee** is regarded as being offshore from the moment they board any form of transport at the departure point for an offshore rig or platform until the moment they disembark on their return from the rig or platform.

Road traffic legislation

- c. any **bodily injury** to any **employee** while being carried in or upon, or entering or getting onto, or alighting from a vehicle for which insurance or security is required under any road traffic legislation or where **you** are entitled to indemnity from any other source.

Claims outside the applicable courts

2. Any claim, including arbitration, brought outside the countries set out in the schedule under applicable courts.
This applies to proceedings in the applicable courts to enforce, or which are based on, a judgment or award from outside the applicable courts.

How much we will pay

We will pay up to the limit of indemnity shown in the schedule, unless limited below, for all claims and their **defence costs** which arise from the same accident or event.

Special limits

Terrorism

The most **we** will pay for claims and their **defence costs** arising from **terrorism** is the amount shown in the schedule. If **we** decide that this limit applies to a claim, it is **your** responsibility to prove that the claim does not arise from **terrorism**.

Criminal proceedings costs

We will pay up to the amount shown in the schedule for the costs to defend criminal proceedings.

This applies to all actions brought against **you** during the **period of insurance**.

Court attendance compensation

We will pay **you** the following compensation for each day, or part day:

1. **You** or **your** partner or director €250
2. Any other **employee** €100

The most **we** will pay for the total of all court attendance compensation is € 10,000.

Your obligations

If a problem arises

We will not make any payment under this section:

1. unless **you** notify **us** promptly of any claim or threatened claim against **you**. For claims arising out of **bodily injury**, **you** must notify **us** immediately and in any event within seven days of a claim or anything which may give rise to a claim under this section. At our request, **you** must confirm the facts in writing within 30 days with as much information as is available.
You should make this notification directly to **us** (and **your** insurance adviser, if **you** have one) as follows, ensuring you quote your policy number:
by email to: liability.claims@hiscox.com
by post to: Hiscox Liability Claims, 25 London Road, Sittingbourne, United Kingdom ME10 1PE.
2. unless **you** notify **us** as soon as practicable of any threatened criminal action by any governmental, administrative or regulatory body.
3. if, when dealing with **your employee** or a third party, **you** admit that **you** are liable for what has happened or make any offer, deal or payment, unless **you** have **our** prior written agreement.

Control of defence

We have the right, but not the obligation, to take control of and conduct in **your** name, the investigation, settlement or defence of any claim. If **we** think it necessary **we** will appoint an adjuster, solicitor or any other appropriate person to deal with the claim. **We** may appoint **your** own solicitor but on a similar fee basis as **our** solicitor and only for work done with **our** prior written approval. Proceedings will only be defended if there is a reasonable prospect of success and taking into account the commercial considerations of the costs of defence.

Compulsory insurance clause

This insurance is in accordance with the provisions of any law relating to compulsory insurance of liability to employees in Great Britain, Northern Ireland, the Isle of Man, the Channel Islands or the Continental Shelf around these countries. **You** must repay all payments **we** make which **we** would not have been liable to pay in the absence of such law.

**Special definitions
for all property
sections**

Amount insured	The most we will pay as shown in the schedule. Unless we say otherwise, the amounts apply to each incident of loss and will be automatically restored to the full amount after we pay a loss provided you carry out our recommendations to prevent further loss or damage.
Business premises	The space you occupy at the premises shown in the schedule located in a building of standard construction unless otherwise notified to us and to which we have confirmed our agreement. This includes any outbuildings you occupy on the same premises.
Communicable disease	Any communicable, infectious or contagious disease including any related variation, strain, virus, complex or syndrome
Computers	Computers and ancillary equipment, including software and data carrying media, but excluding data or information entered by you or on your behalf.
Damage	Accidental physical loss or physical damage.
Flood	Rising surface or tidal water, or the overflow of water from any natural or artificial watercourse (other than water tanks, apparatus or pipes), whether driven by storm or not.
Hacker	Anyone who maliciously targets you and gains unauthorised access to your website, intranet, computer system, network, telephony equipment or data that you hold electronically.
Property	Tangible property.
Software	Programmes which run your computers , including both your own operating programmes and application programmes used in the course of your business .
Standard construction	Built of brick, stone or concrete and roofed with slate, tiles, concrete, metal, asbestos or any other non-combustible material.
Storm	High winds of a destructive nature, rainstorm, hailstorm or snowstorm.
Subsidence	Subsidence, landslip or heave.

The General terms and conditions, the Property definitions and the following terms and conditions all apply to this section.

Special definitions for this section

Buildings

The buildings, which belong to **you** or for which **you** are legally responsible, at the premises shown in the schedule, including:

- a. outbuildings and annexes;
- b. ~~landlord's fixtures and fittings, fixed fuel tanks;~~
- c. walls, gates and fences, car parks, yards, private roads, pavements and paths, at the premises;
- d. pipes, ducting, cables, wires and associated control equipment at the premises and up to the public mains.

The land at the premises is not included within this definition.

Rent receivable

Rent that **you** cannot legally recover from **your** tenants whilst the **buildings** or any part are unusable as a result of insured **damage**.

What is covered

We will insure **you** against **damage** occurring during the **period of insurance** to insured **buildings** or any other items specified in the schedule.

Additional cover

The following are also provided up to the amount shown in the schedule:

Trace and access

1. **We** will pay for the necessary and reasonable costs **you** incur with **our** consent to locate any **damage** to cables, underground pipes and drains or the source of a gas leak or of any escape of water from permanent internal plumbing, where the **damage**, leakage or escape first occurs during the **period of insurance**. **We** will also pay the cost to make good any **damage** caused as a consequence of locating the **damage** or source of leakage or escape.

Emergency services

2. **We** will pay for the cost of any fire brigade charges and other extinguishing expenses and other charges made by any organisation responsible for preservation of public safety, including replacing sprinklers, for which **you** are liable following **damage** occurring during the **period of insurance** to insured **buildings** not otherwise excluded.

Loss prevention costs

3. **We** will pay for necessary and reasonable costs that **you** incur in order to prevent or minimise insured **damage** occurring during the **period of insurance** to the **buildings**.

Additions to buildings

4. **We** will pay for **damage** occurring during the **period of insurance** to any additions or improvements of **standard construction** to the **buildings** once they are completed and become **your** legal responsibility, provided **you** tell **us** the additional values as soon as possible and pay the appropriate premium.

Inadvertent omissions

5. Having notified **us** of the intention to insure all **buildings** in which **you** have an interest and it being **your** understanding that all **property** is accounted for, if any such **property** is found to have been omitted, **we** will deem it to be insured within the terms of this **policy**, provided it is of **standard construction**. This is subject to payment of the appropriate premium either from **policy** inception or from the date which **you** became legally responsible for such **property**.

Selling the buildings

6. If **you** are selling the **buildings**, this **policy** will cover the **buildings** for the buyer from the time **you** exchange contracts to the time of completion, unless the buyer is insured by, or has the benefit of, any other insurance. To obtain the benefit of this additional cover, the buyer must comply with the terms of this **policy**.

Trees, shrubs and plants

7. **We** will pay for **damage** occurring during the **period of insurance** to trees, shrubs or plants at **your business premises**, which are owned by **you** or for which **you** are legally responsible, as a result of fire or explosion.

What is not covered

We will not make any payment for:

1. **damage** caused by:
 - a. wear and tear, inherent defect, rot, fungus, mould, vermin or infestation, or any gradually operating cause;
 - b. settlement or bedding down of new structures;
 - c. settlement or movement of made up ground;
 - d. coastal or river erosion;
 - e. collapse or cracking, other than **damage** to the main building resulting from **subsidence**;
 - f. **subsidence**:
 - i. to walls, gates and fences, car parks, yards, private roads, pavements and paths unless the main building is physically damaged at the same time and by the same cause;
 - ii. to solid floors unless the walls are physically damaged at the same time and by the same cause.
 - g. demolition, building work or groundwork on the premises;
 - h. a rise in the water table;
 - i. pressure waves caused by aircraft or other aerial devices travelling at supersonic speeds;
 - j. **storm** or **flood** to gates or fences;
 - k. frost, other than **damage** due to water leaking from burst pipes forming part of the permanent internal plumbing provided the building is occupied and in use;
 - l. **date recognition**;
 - m. any **virus**.
2. **damage** to any electrical or mechanical plant or equipment directly resulting from its own breakdown, explosion or collapse.
3. misuse, faulty workmanship, defective design or the use of faulty materials.
4. the cost of maintenance or routine redecoration.
5. any indirect losses which result from the incident which caused **you** to claim.
6. pollution or contamination except **damage** to insured **property** which is not otherwise excluded and which is caused by:
 - a. pollution or contamination which itself results from insured **damage** covered under this section; or
 - b. **damage** which would otherwise be covered under this section which itself was caused by pollution or contamination;
7.
 - a. **damage** directly or indirectly caused by, resulting from or in connection with **terrorism** or any action taken to control, prevent or respond to **terrorism**;
 - b. **damage** in Northern Ireland directly or indirectly caused by civil commotion.

If there is any dispute between **you** and **us** over the application of this clause, it will be for **you** to show that the clause does not apply.
8. **war, confiscation** and **nuclear risks**.
9. the amount of the **excess**.
10. any **damage** or loss directly or indirectly caused by, contributed to by, resulting from or in connection with any **communicable disease** or the fear or threat of any **communicable disease**.

How much we will pay	We will pay up to the amount insured unless limited below or in the schedule, but we will not pay more than the amount insured in total for the cost of rebuilding or repair and other costs combined.
Rebuilding and repair	We will pay the cost of rebuilding or repairing the buildings to a condition equal to but not better or more extensive than their condition when new, provided you carry out the rebuilding or repair and do so without unreasonable delay.
Other costs	We will pay the following necessary and reasonable costs and expenses you incur in rebuilding <ul style="list-style-type: none"> a. the cost of removing debris of the buildings from the premises or the area immediately adjacent; b. the cost of dismantling, demolishing, shoring up or propping up any part of the buildings; c. the cost of complying with any statutory or local authority requirement regarding the damaged part of the buildings, unless notice of such requirement was served before the damage and provided the buildings were originally built according to any government and local authority regulations in force at that time; d. the fees of architects, surveyors or consulting engineers; e. clearing, cleaning and repairing drains, gutters, sewers and the like on your premises which are blocked or damaged. We will not pay for the cost of preparing a claim.
Special rebuilding conditions	You may rebuild or replace buildings which are totally destroyed in any manner suitable to your requirements and/or on another site provided this does not increase the cost.
Under insurance	If, at the time of damage , the amount insured is less than 85% of the total rebuilding cost of the buildings including an allowance for other costs, the amount we pay will be reduced in the same proportion as the under insurance.
Index linking	The amount insured for buildings will be adjusted monthly in line with any change in nationally published indices. We will not reduce the amount insured without your consent.

Your obligations

If any damage occurs	We will not make any payment under this section unless you notify us promptly of any damage which might be covered. You should report to the relevant public authorities, as soon as is reasonably possible, any damage arising from theft, arson, malicious damage, riot or civil commotion and obtain a crime reference from them. You must arrange for urgent repairs to be done immediately. Before any other repair work begins we have the right to inspect the damaged property . We will tell you if we want to do this.
Unoccupancy	You must tell us immediately if the buildings will be left unoccupied or will not be used for more than 30 consecutive days. If you do not, we will not make any payment for damage occurring while the buildings are unoccupied. We may change the terms and conditions of this policy or impose additional requirements that you must carry out. If we impose additional requirements we will tell you the timeframes within which you must carry them out.
Building works	If you intend to undertake any work to extend, renovate, build or demolish any part of the buildings and the estimated cost is more than €20,000, you must tell us about the work at least 30 days before the work starts and before you enter into any contract for the works. We may then amend the terms of this policy . If you do not tell us about such work, we may not pay for any damage directly or indirectly caused by or resulting from the building works. You do not have to tell us if the work is for redecoration only.

Special conditions

Workmen	Workmen are permitted in or about any of the buildings for the purposes of carrying out minor alterations, repairs, decoration and maintenance without invalidating this insurance.
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The General terms and conditions, the Property definitions and the following terms and conditions all apply to this section.

Special definitions for this section

Contents

The contents of **your business premises** used in connection with the **business** which belong to **you** or for which **you** are legally responsible, including:

- a. **computers;**
- b. goods held in trust, stock and samples;
- c. fixed glass in windows, doors and fanlights, glass showcases, glass shelves, mirrors and sanitary fixtures and fittings;
- d. **tenant's improvements, decorations, fixtures and fittings including, if attached to the building, external signs, aerials and satellite dishes;**
- e. pipes, ducting, cables, wires and associated control equipment within the **business premises** and extending to the public mains.

Money

Money and **personal effects** are not included within this definition.

Cash, bank and currency notes, cheques, travelers' **cheques, postal orders, money orders, crossed bankers' drafts, current postage stamps, savings stamps** and certificates, trading stamps, gift tokens, customer redemption vouchers, company sales vouchers, credit card counterfoils, travelers tickets, VAT purchase receipts, contents of franking machines and, insofar as they are not otherwise insured, holiday-with-pay stamps and luncheon vouchers, all belonging to **you**.

Personal effects

Articles worn, used or carried about the person, excluding **money** and jewellery.

What is covered

We will insure **you** against **damage** occurring during the **period of insurance** to:

- a. **contents** contained in the **business premises;**
- b. **contents** used and kept at the home of any partner or director of **yours** for the purposes of the **business;**
- c. **contents**, other than stock, samples, goods held in trust, laptops, mobile phones and other portable equipment, temporarily elsewhere, including while in transit, within the **geographical limits.**

Additional cover

The following are also provided up to the amount shown in the schedule:

Costs following glass breakage

1. The necessary and reasonable costs **you** incur following breakage or scratching during the **period of insurance** of glass, which belongs to **you** or for which **you** are legally responsible, for:
 - a. temporary boarding up;
 - b. repair of window frames or removal or replacement of fixtures and fittings in the course of replacing the glass;
 - c. replacement lettering or other ornamental work and alarm foil on glass.

Additions to contents

2. **Damage** occurring during the **period of insurance** to any additional **contents**, provided **you** tell **us** the additional values as soon as possible and pay the appropriate premium.

Money

3. **Damage** occurring during the **period of insurance** to **money** held in connection with the **business:**
 - a. in the **business premises** while open for business;
 - b. in the **business premises** in a locked safe;
 - c. in transit within the **geographical limits** provided that:
 - i. cash, bank and currency notes;

	<ul style="list-style-type: none"> - with a total value between €2,000 and €6,000 is carried by at least two able bodied adults or is at the home of any partner, director or employee of yours; - with a total value between €6,001 and €10,000 is carried by at least three able bodied adults; - with a total value of €10,001 or more is carried by an Irish Security Industry Association approved Cash and Valuables In Transit company.
	<ul style="list-style-type: none"> ii. any other property included within the definition of money is carried by at least two able bodied adults or is at the home of any partner, director or employee of yours.
Personal effects	4. Damage occurring during the period of insurance to the personal effects of your employees whilst at the business premises provided they are not insured elsewhere.
Reconstitution of electronic data	5. The reasonable cost of reconstituting the data you need to continue your business , if your electronic business records and electronic data have been lost or distorted as a direct result of damage covered under this section.
Reconstitution of other business documents	6. The reasonable costs of replacing or reconstituting your business documents that are not held electronically and which you need to continue your business , if such documents have been lost or destroyed as a direct result of damage covered under this section.
Lock replacement	7. The costs you incur to replace locks and keys necessary to maintain the security of the business premises or safes following theft of keys involving force and violence occurring during the period of insurance .
Rent payable	8. The amount of any rent for the business premises that you must legally pay for any period during which the business premises or any part of it is unusable as a result of damage insured by this section.
Building damage by theft	9. The cost of repairing damage occurring during the period of insurance to the business premises buildings caused by theft or attempted theft and for which you are legally liable.
Metered water and fuel	10. The cost that you incur for any metered water and fuel used at the business premises when such water or fuel has been accidentally released or rendered unusable for its intended purpose as a direct result of damage occurring during the period of insurance to any storage tank, equipment or piping resulting from a cause not otherwise excluded.
Personal assault following robbery or attempted robbery	11. Compensation as shown in the schedule if any partner, director or employee of yours is physically injured in the course of your business in a robbery or attempted robbery occurring during the period of insurance either at the business premises or within the geographical limits and dies or is permanently disabled solely and directly as a result of the injury within two years from the date it happened. This cover only applies to people aged between 16 and 70 at the start of the period of insurance .

What is not covered

- A. **We** will not make any payment for:
1. **damage** caused by:
 - a. wear and tear, inherent defect, rot, fungus, mould, vermin or infestation, or any gradually operating cause;
 - b. dryness or humidity, being exposed to light or extreme temperatures, unless the **damage** is caused by **storm** or fire;
 - c. coastal or river erosion;
 - d. a rise in the water table;
 - e. theft from an unattended vehicle between the hours of 9.00am and 6.00pm unless the item is out of sight in a locked compartment;
 - f. theft from an unattended vehicle between the hours of 6.00pm and 9.00am unless the vehicle is within a securely locked garage or secure gated compound;
 - g. frost, other than **damage** due to water leaking from burst pipes forming part of the permanent internal plumbing provided the **business premises** are occupied and in use;

- h. **date recognition**;
- i. **a virus or hacker**.
- 2. **damage to property** being cleaned, worked on or maintained.
- 3. loss or distortion of information resulting from error or malfunction of **computers**.
- 4. the value to **you** of any lost or distorted information.
- 5. **damage** to any electrical or mechanical plant or equipment directly resulting from its own breakdown, explosion or collapse.
- 6. **damage** caused by the explosion of any boiler or other pressurised equipment.
- 7. misuse, inadequate or inappropriate maintenance, faulty workmanship, defective design or the use of faulty materials.
- 8. unexplained loss or disappearance or inventory shortage.
- 9. **damage** to stock, samples or goods held in trust caused by **storm, flood** or water unless the stock or goods are kept within the **business premises** in secure racking at least 15cm above the floor.
- 10. **damage** caused by theft or attempted theft at the **business premises** or a contract site unless it involves violent or forcible entry into or exit from a securely locked building.
- 11. loss due to clerical or accounting errors.
- 12. loss by fraud or dishonesty of any partner, director or employee of **yours**, unless the loss is notified to **us** within ten working days of its discovery by **you**.
- 13. financial loss due to **your** parting with title or possession of **property** or rights to **property** prior to receiving payment in full.
- 14. any indirect losses which result from the incident which caused **you** to claim.
- 15. pollution or contamination except **damage** to insured property which is not otherwise excluded and which is caused by:
 - a. pollution or contamination which itself results from insured **damage** covered under this section; or
 - b. **damage** which would otherwise be covered under this section which itself was caused by pollution or contamination.
- 16. a. **damage** directly or indirectly caused by, resulting from or in connection with **terrorism** or any action taken to control, prevent or respond to **terrorism**;
- b. **damage** in Northern Ireland directly or indirectly caused by civil commotion.

If there is any dispute between **you** and **us** over the application of this exclusion, it will be for **you** to show that the exclusion does not apply.

- 17. **war, confiscation and nuclear risks**.
- 18. the amount of the **excess**.
- 19. any damage or loss directly or indirectly caused by, contributed to by, resulting from or in connection with any **communicable disease** or the fear or threat of any **communicable disease**.

How much we will pay

We will pay up to the **amount insured** shown in the schedule unless limited below or in the schedule.

Repair and replacement

At our option **we** will repair, replace or pay for any lost or damaged items on the following basis:

- 1. for **contents** other than goods held in trust, stock and samples, the cost of repair or replacement as new;
- 2. for stock and samples other than goods held in trust and second hand stock, the cost of repair or replacement at the cost price to **you**;
- 3. for **personal effects**, the cost of repair or replacement as new, but not more than the amount shown in the schedule for each incident of loss;
- 4. for goods held in trust and second hand stock, the cost of repair or replacement at the trade market value.

Debris removal	We will pay the necessary and reasonable costs and expenses you incur to remove debris of contents from the premises or the area immediately adjacent, following damage insured by this section.
Under insurance	If, at the time of damage , the amount insured is less than 85% of the total value of the contents , the amount we pay will be reduced in the same proportion as the under insurance.
Index linking	The amount insured for contents will be adjusted monthly in line with any increase in nationally published indices. We will not reduce the amount insured without your consent.
Personal assault following robbery or attempted robbery	We will not pay compensation under more than one heading in the schedule for the same injury.
Pairs and sets	If any contents which have an increased value because they form part of a pair or set are damaged any payment we make will take account of the increased value.
Seasonal increase	To account for seasonal increase to your business , the amount insured for stock will be increased by 25% during October, November and December or any other three month period that you have notified to us prior to the start of the period of insurance .
Other interests	Any payment we make will take into account the interest of any party having an insurable interest in the contents insured, provided you have advised us of the nature and extent of the interest together with the name and address of that interested party.
Special limits Fraud and dishonesty	The most we will pay for all losses occurring during the period of insurance arising from the fraud or dishonesty of any partner, director or employee of you is the amount shown in the schedule.

Your obligations

If any damage occurs	<p>We will not make any payment under this section unless you notify us promptly of any damage which might be covered.</p> <p>You must report to the relevant public authority, as soon as reasonably possible, any damage arising from theft, arson, malicious damage, riot or civil commotion and obtain a crime reference from them.</p> <p>You must arrange for urgent repairs to be done immediately. Before any other repair work begins we have the right to inspect the damaged property. We will tell you if we want to do this.</p>
Backing up electronic data	We will not make any payment for reconstitution of electronic data unless you take all reasonable steps to make back-up copies of all such data at least once a week and keep the copies away from the business premises .
Protections	We will not make any payment under this section unless you ensure that all fire alarms, security systems and physical protections notified to us are in full operation whenever the business premises are left unattended. You must also advise us as soon as reasonably possible if for any reason a system is not working properly. We may then vary the terms and conditions of this policy . All systems must be regularly serviced under contract by a reputable company at least annually.
Unoccupancy	You must tell us immediately if the business premises will be left unoccupied or will not be used for more than 30 consecutive days. If you do not, we will not make any payment for damage occurring while the buildings are unoccupied. We may change the terms and conditions of this policy or impose additional requirements that you must carry out. If we impose additional requirements we will tell you the timeframes within which you must carry them out.
Building works	<p>If you intend to undertake any work to extend, renovate, build or demolish any part of the buildings and the estimated cost is more than €20,000, you must tell us about the work at least 30 days before the work starts and before you enter into any contract for the works. We may then amend the terms of this policy. If you do not tell us about such work, we may not pay for any damage directly or indirectly caused by or resulting from the building works.</p> <p>You do not have to tell us if the work is for redecoration only.</p>

The General terms and conditions, the Property definitions and the following terms and conditions all apply to this section.

Special definitions for this section

Tools and equipment

Only the following tools and equipment used in connection with the **business** which belong to **you** or for which **you** are legally responsible:

- a. plant and machinery;
- b. hand tools and portable power tools;
- c. laptops and mobile phones;
- d. hired-in plant and machinery;
- e. stock, samples and goods held in trust.

What is covered

We will insure **you** against **damage** occurring during the **period of insurance** to **tools and equipment**:

- a. contained in **your business premises** (other than stock, samples and goods held in trust);
- b. being used by **you** at a contract site or while in transit between **your business premises** and a contract site within the **geographical limits**.

Additional cover

Continuing hire charges

We will also pay for:

1. loss of hiring charges for which **you** are responsible under Conditions of hire arising directly from **damage** to **tools and equipment** insured under this section. The most **we** will pay in any one **period of insurance** is shown in the schedule.
2. the necessary and reasonable costs and expenses **you** incur to remove debris of **tools and equipment** from **your business premises**, the contract site or the area immediately adjacent, following **damage** insured by this section. The most **we** will pay in any one **period of insurance** is shown in the schedule.

Debris removal

What is not covered

We will not make any payment for:

1. **damage** caused by:
 - a. wear and tear, inherent defect, rot, fungus, mould, vermin or infestation, or any gradually operating cause;
 - b. dryness or humidity, being exposed to light or extreme temperatures, unless the **damage** is caused by **storm** or fire;
 - c. coastal or river erosion;
 - d. a rise in the water table;
 - e. theft of **tools and equipment** from an unattended vehicle between the hours of 9.00am and 6.00pm unless the **tools and equipment** are out of sight in a locked compartment;
 - f. theft of **tools and equipment** from an unattended vehicle between the hours of 6.00pm and 9.00am unless the vehicle is within a securely locked garage or secure gated compound;
 - g. the explosion of any boiler or other pressurised equipment;
 - g. theft of **tools and equipment** whilst unattended at **your business premises** or a contract site unless involving violent or forcible entry into or exit from a securely locked building;

- h. frost, other than **damage** due to water leaking from burst pipes forming part of the permanent internal plumbing provided the **business premises** is occupied and in use;
 - i. **date recognition**;
 - j. a **virus** or **hacker**.
- 2. **damage to tools and equipment** being cleaned, worked on or maintained.
- 3. loss or distortion of information resulting from the error or malfunction of **computers**.
- 4. the value to **you** of any lost or distorted information.
- 5. **damage to tools and equipment** directly resulting from their own breakdown, explosion or collapse.
- 6. misuse, inadequate or inappropriate maintenance, faulty workmanship, defective design or the use of faulty materials.
- 7. unexplained loss or disappearance or inventory shortage.
- 8. loss due to clerical or accounting errors.
- 9. loss by fraud or dishonesty of any partner, director or employee of **yours**, unless the loss is notified to **us** within ten working days of its discovery by **you**.
- 10. financial loss due to **your** parting with title or possession of **tools and equipment** or rights to **tools and equipment** prior to receiving payment in full.
- 11. any indirect losses which result from the incident which caused **you** to claim
- 12. pollution or contamination except **damage** to insured property which is not otherwise excluded and which is caused by:
 - a. pollution or contamination which itself results from insured **damage** covered under this section; or
 - b. **damage** which would otherwise be covered under this section which itself was caused by pollution or contamination.
- 13. a. **damage** directly or indirectly caused by, resulting from or in connection with **terrorism** or any action taken to control, prevent or respond to **terrorism**;
- b. **damage** in Northern Ireland directly or indirectly caused by civil commotion.
If there is any dispute between **you** and **us** over the application of this exclusion, it will be for **you** to show that the exclusion does not apply.
- 14. **war, confiscation and nuclear risks**.
- 15. the amount of the **excess**.

We will pay up to the **amount insured** shown in the schedule unless limited below.

How much we will pay

Repair and replacement	At our option we will repair, replace or pay for any lost or damaged items on the following basis: <ul style="list-style-type: none"> 1. for own tools and equipment, the cost of repair or replacement as new; 2. for hired in tools and equipment, the contractual value as specified in a standard hire contract or the market value whichever is less.
Under insurance	If, at the time of damage , the amount insured is less than 85% of the total value of the tools and equipment , the amount we pay will be reduced in the same proportion as the under insurance.
Pair and sets	If any item of tools and equipment that has an increased value because it forms part of a set suffers damage , any payment we make will take account of the increased value.
Other interests	Any payment will take into account the interest of any party having an insurable interest in the tools and equipment insured, provided you have advised us of the nature and extent of the interest together with the name and address of that interested party.

Your obligations

If any damage occurs	<p>We will not make any payment under this section unless you notify us promptly of any damage which might be covered.</p> <p>You must report to the relevant public authorities, as soon as reasonably possible, any damage arising from theft, arson, malicious damage, riot or civil commotion and obtain a crime reference from them.</p> <p>You must arrange for urgent repairs to be done immediately. Before any other repair work begins we have the right to inspect the damaged property. We will tell you if we want to do this.</p>
Hiring in equipment	<p>When hiring in tools and equipment you must complete and record an inventory check and inspect all items for damage prior to acceptance and agree a schedule of any damage with the hire company before taking charge of the tools and equipment. Upon returning the tools and equipment to the hire company you must only return the tools and equipment to persons authorised within the hire company to accept their return. We will not make any payment for any claim or loss where you fail to demonstrate to our satisfaction that you have complied with these requirements.</p>
Protections	<p>We will not make any payment under this section unless you ensure that all fire alarms, security systems and physical protections notified to us are in full operation whenever the business premises are left unattended. You must also advise us as soon as reasonably possible if for any reason a system is not working properly. We may then change the terms and conditions of this policy. All systems must be regularly serviced under contract by a reputable company at least annually.</p>
Unoccupancy	<p>You must tell us immediately if the business premises will be left unoccupied or will not be used for more than 30 consecutive days. If you do not, we will not make any payment for damage occurring while the business premises are unoccupied. We may change the terms and conditions of this policy or impose additional requirements that you must carry out. If we impose additional requirements we will tell you the timeframes within which you must carry them out.</p>
Building works	<p>If you intend to undertake any work to extend, renovate, build or demolish any part of the buildings and the estimated cost is more than €20,000, you must tell us about the work at least 30 days before the work starts and before you enter into any contract for the works. We may then amend the terms of this policy. If you do not tell us about such work, we may not pay for any damage directly or indirectly caused by or resulting from the building works.</p> <p>You do not have to tell us if the work is for redecoration only.</p>

Please read the schedule to see if **your** loss of **income**, loss of **gross profit**, **increased costs of working** or **additional increased costs of working** are covered.

The General terms and conditions, the Property definitions and the following terms and conditions all apply to this section.

Special definitions for this section

Additional increased costs of working	The additional costs and expenses reasonably incurred by you with our prior consent in order to continue your business or minimise your loss of income or loss of gross profit during the indemnity period and not limited to the reduction in income or gross profit saved.
Annualised amount insured	The amount insured divided by the indemnity period multiplied by 12.
Gross profit	The difference between the sum of your income , closing stock and work in progress and the sum of your opening stock, work in progress and uninsured working expenses .
Income	The money paid or payable to you in respect of your business carried out from your business premises .
Increased costs of working	The costs and expenses necessarily and reasonably incurred by you for the sole purpose of minimising the reduction in income to your business during the indemnity period , but not exceeding the reduction in income saved.
Indemnity period	The period beginning at the date of the insured damage , or the date the restriction is imposed, and lasting for the period during which your income is affected as a result of such insured damage or restriction, but for no longer than the number of months shown in the schedule.
Insured damage	Damage to property provided that: <ul style="list-style-type: none"> a. the damage is not otherwise excluded by the Buildings , Contents or Portable tools and equipment section of this policy; and b. payment has been made or liability admitted by the insurer under any insurance covering such damage.
Rate of gross profit	The percentage produced by dividing gross profit by your income during the financial year immediately before the date of any insured damage .
Uninsured working expenses	Purchases less discounts received, bad debts and any other item described as an uninsured expense in the schedule.

What is covered

Financial losses from insured damage	We will insure you for your financial losses and any other items specified under this section in the schedule, resulting solely and directly from an interruption to your business caused by insured damage to property :
Denial of access	1. insured damage to property : <ul style="list-style-type: none"> a. insured under the Buildings, Contents or Portable tools and equipment section of this policy; or b.insured elsewhere, provided the damage occurred whilst the property was contained in the business premises;
Suppliers	2. insured damage to property in the vicinity of the business premises which prevents or hinders your access to the business premises ;
Public utilities	3. insured damage , other than damage caused by flood or earth movement , arising at the premises of one of your suppliers operating and based in the Republic of Ireland, other than water, gas, electricity or telecommunications services;
	4. failure in the supply of water, gas, electricity or telecommunications services supplied by a supplier operating and based in the Republic of Ireland to the business premises for more than 24 consecutive hours caused by insured damage , to any land based premises of the supply authority or the terminal feed to your business premises ;

Public authority

5. **your** inability to use the **business premises** due to restrictions imposed by a public authority following:
 - a. a murder or suicide;
 - b. injury or illness of any person traceable to food or drink consumed on the premises
 - c. defects in the drains or other sanitary arrangements;
 - d. vermin or pests at the premises.

What is not covered

1. **We** will not make any payment for any interruption to **your business** directly or indirectly caused by, resulting from or in connection with **terrorism**.
2. **We** will not make any payment under this section if **your business** is discontinued permanently or if a liquidator or receiver is appointed.

How much we will pay

We will pay up to the **amount insured** unless limited below or in the schedule. **We** will pay for no longer than the period shown in the schedule against each item insured.

If **you** are accountable to the tax authorities for Value Added Tax, the amount **we** pay will be exclusive of such tax.

The amount **we** pay for each item will be calculated as follows:

Loss of income

The difference between **your** actual **income** during the **indemnity period** and the **income** it is estimated **you** would have earned during that period or, if this is **your** first trading year, the difference between **your income** during the **indemnity period** and during the period immediately prior to the loss, less any savings resulting from the reduced costs and expenses **you** pay out of **your income** during the **indemnity period**. **We** will also pay for **increased costs of working**.

Loss of gross profit

The sum produced by applying the **rate of gross profit** to any reduction in **income** during the **indemnity period**, less any business expenses or charges which cease or are reduced. **We** will also pay for **increased costs of working**.

Outstanding debts

Any of **your** outstanding debts which **you** are unable to recover as a direct result of **insured damage** to **your** accounting records.

Accountant's charges

The amount **we** will pay for loss of **income**, or loss of **gross profit** if applicable, includes the reasonable charges **you** pay to **your** professional accountant for producing information **we** require in support of a request for settlement under this section.

Under insurance

If the **annualised amount insured** is less than 85% of **your** actual **income**, or **your** actual **gross profit** if applicable, during the 12 months immediately preceding the date of the **insured damage** or restriction, the amount **we** pay will be reduced in the same proportion as the under insurance.

Business trends

The amount **we** pay for loss of **income** or loss of **gross profit** will be amended to reflect any special circumstances or business trends affecting **your business**, either before or after the loss, in order that the amount paid reflects as near as possible the result that would have been achieved if the **insured damage** had not occurred.

Your obligations

If any damage occurs

We will not make any payment under this section unless **you** notify **us** promptly of any **damage** or event which might prevent or hinder **you** from carrying on **your business**.

Property insurance

Where the **damage** involves **property** **you** own or are legally responsible for, **we** will not make any payment unless **you** have property insurance in force covering the **damage** and payment has been made, or liability admitted, under that insurance for the **damage**.

Accounts records

We will not make any payment for outstanding debts unless **you** keep a record of all amounts owed to **you** and keep a copy of the record away from the **business premises**.

The General terms and conditions and the following terms and conditions all apply to this section.

Special definitions for this section

Accidental bodily injury	An identifiable physical injury (including illness solely and directly resulting from the injury) which is caused by an accident occurring at an identifiable time and place during the operative time and which results in the insured person's death or disablement within 24 calendar months of the date of the accident.
Aircraft accumulation limit	The maximum amount we will pay in all under this and any other personal accident insurance issued by us in your name in respect of all insured persons in the same aircraft.
Disablement	Loss of sight, loss of hearing, loss of limb or loss of speech.
Inception	Start date of the period of insurance as shown in the schedule.
Insured person	Any person shown in the schedule provided that the person is under 70 years old at inception .
Loss of sight	Permanent and total loss of sight in an eye.
Loss of hearing	Permanent and total loss of hearing.
Loss of limb	Loss by physical separation of an arm, hand, foot or leg at or above the wrist or at or above the ankle, or permanent and total loss of use of a complete arm, hand, foot or leg.
Loss of speech	Permanent and total loss of speech.
Medical expenses	The cost of medical, surgical or other remedial attention or treatment given or prescribed by a suitably qualified medical practitioner and all hospital, nursing home and ambulance charges connected with a valid claim under this section.
Operative time	The time during the period of insurance when the insured person is covered under this section as shown in the schedule.
Permanent total disablement	Disablement which totally prevents the insured person from working in their usual occupation, which lasts continuously for 12 calendar months and which at the end of that period is without prospect of improvement.
Temporary total disablement	Disablement which totally prevents the insured person carrying out all parts of their usual occupation.

What is covered

We will pay **you** the appropriate benefit shown in the schedule if:

- a. the **insured person** suffers **accidental bodily injury**;
- b. the **insured person** incurs **medical expenses** in connection with the **accidental bodily injury**.

What is not covered

We will not make any payment for:

Hazardous pursuits

1. any injury sustained while taking part in:
 - a. the following winter sports: free-style skiing, ski jumping, ice hockey, use of bobsleighs or skeletons, repetitive travel in ski run helicopters or any competition. Off-piste skiing is only covered if the **insured person** is accompanied by a suitably experienced guide;
 - b. the following scuba diving activities: any unaccompanied dive, any dive involving visits to wrecks or caves, any dive for gain or reward, or any dive below 30 metres. Any other scuba diving activities are only covered if the **insured person**:
 - i. holds the Professional Association of Diving Instructors 'Open Water' certificate and follows the relevant club or association rules and guidelines at all times; or

- ii. dives under the constant supervision of a properly licensed diving school and follows their rules and instructions at all times;
- c. potholing, caving, hang-gliding, parachuting, parascending, paragliding, mountaineering or rock-climbing for which the **insured person** would normally need to use ropes or guides, bungee jumping, white-water rafting, any kind of race, endurance test or any other activity which is known to carry an increased risk of personal injury;
- d. armed forces activities including operations, exercises or training;
- e. flying as a pilot or any other aerial activities other than travel by commercial airlines as a passenger.

Other exclusions

- 2. any injury directly or indirectly arising out of or contributed to by:
 - a. any emotional or psychiatric disorder or condition;
 - b. the **insured person** taking or using drugs or controlled substances (other than drugs prescribed by their doctor and used properly);
 - c. the **insured person** committing suicide or attempted suicide or deliberately injuring themselves or putting themselves in unnecessary danger (unless trying to save a human life);
 - d. any criminal act by the **insured person**;
 - e. HIV (Human Immune Deficiency Virus), AIDS (Acquired Immune Deficiency Syndrome), AIDS-related complex (ARC) or any related virus or illness, or any sexually-transmitted disease;
 - f. pregnancy or any condition connected with pregnancy or childbirth;
 - g. any physical or mental defect, infirmity or medical condition known to the **insured person at inception**, unless the defect, infirmity or condition has been without the need of any medical advice or treatment during the 24 months before **inception**;
 - h. **war, terrorism or nuclear risks.**

How much we will pay

Payment of benefit	<p>We will pay the appropriate benefit shown in the schedule, but we will not pay more than one of the benefits in respect of the same accident. However, we will pay for temporary total disablement prior to making any payment under the death or permanent total disablement benefits.</p>
Death and disablement	<p>For death or permanent total disablement, loss of sight or loss of limb we will pay the amount shown in the schedule.</p> <p>We will only pay for permanent total disablement when it has lasted for 12 calendar months and at the end of that time is without prospect of improvement.</p> <p>However, we will pay for temporary total disablement prior to making any payment under death or permanent total disablement for the amount shown in the schedule for a period of up to a maximum of 52 weeks.</p> <p>For temporary total disablement benefits, we will pay:</p> <ul style="list-style-type: none"> a. when the total amount on termination of any one period of disablement has been agreed; or weeks' disablement subject to satisfactory b. at your request on completion of at least four medical and other evidence that we may require. <p>We will not pay temporary total disablement benefits for more than 52 weeks in connection with one injury.</p>
Payment of medical expenses	<p>We will also pay medical expenses incurred in connection with the accidental bodily injury up to but not exceeding 10% of the benefit paid, subject to a maximum amount of £2,500 for each insured person during the period of insurance.</p>
Maximum accumulation any one conveyance	<p>The maximum amount we will pay in all under this and any other personal accident insurance issued by us in your name in respect of all insured persons traveling in the same conveyance is the accumulation limit stated in the schedule.</p>

If a claim exceeds the maximum accumulation limit stated in the schedule, **we** will pay an amount under this **policy** which is proportionately reduced so that the total under this and any other applicable personal accident insurance does not exceed the said limit.

Your obligations

If a problem arises

We will not make any payment under this section unless:

1. **you** notify Van Ameyde Wallis promptly of any injury or illness which might be covered under this section;
2. the **insured person** sees a suitably qualified medical practitioner as soon as possible after suffering injury or contracting an illness and follows any medical advice they are given.

If **we** consider it necessary, the **insured person** must allow a medical adviser chosen by **us** to examine them and to see all medical records.

Claims

Procedural conditions
for claims

1. Written notice must be given to Van Ameyde and Wallis Limited as soon as practicable of any accident or illness which causes or may cause a claim to be made under this insurance. If **disablement** results or may result, the **insured person** must place themselves as early as possible under the care of a suitably qualified medical practitioner.
2. **All correspondence and supporting documentation in connection with claims should be sent to Van Ameyde and Wallis Limited, 34 The Mall, Bromley, Kent BR1 1TS, United Kingdom (telephone number +44 (0)20 8466 6034), quoting the Hiscox policy number and the broker's name and reference.**

This section is provided by ARAG Legal Protection Limited (**ARAG**).

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

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

To make sure that **you** get the most from **your** cover, please take time to read this section which explains the contract between **you** and **ARAG**. **Please take extra care in following the procedures under employment compensation awards cover (insured incident 1 b.).**

It will help if **you** keep the following points in mind:

- a. once **you** have sent **ARAG** the details of **your** claim and **ARAG** have accepted it, **ARAG** will start to resolve **your** legal problem;
- b. always report **your** claim to **ARAG** in writing and as soon as possible. **ARAG** can send **you** a claim form to help **you** do this.

Send your claim to

ARAG Legal Protection Limited, Europa House, Harcourt Centre, Harcourt Street Dublin 2, D02 WR20.

If you need help from ARAG

You can phone ARAG any time on 1850 670 747 for advice on any commercial legal or tax problem affecting your business. If you require a claim form you can phone ARAG on 01 670 7470.

When ARAG cannot help
Problems

Please do not ask for help from a solicitor or accountant before **ARAG** have agreed. If **you** do, **ARAG** will not pay the costs involved. ARAG will always try to give you a quality service. If you think they have let you down, please write to their Operations Director at ARAG Legal Protection Limited, ARAG Legal Protection Limited, Europa House, Harcourt Centre, Harcourt Street Dublin 2, D02 WR20. You can phone ARAG on 01 670 7470 or email ARAG at customerrelations@arag.ie. Details of ARAG's internal complaint handling procedures are available on request. If **you** are still not satisfied **you** can contact the Financial Services and Pensions Ombudsman (FSPO) at **Lincoln House | Lincoln Place | Dublin 2 | D02 VH29**. **You** can also contact them by emailing their Information Service at info@fspo.ie or calling them on **+353 1 567 7000**. Website www.fspo.ie

You can also contact the Insurance Information Service at **5 Harbourmaster Place | IFSC | Dublin 1 | D01 E7E8** or by phoning **01 676 1820**. Website www.insuranceireland.eu

Using these services does not affect **your** right to take legal action.

Cover

This section will cover the **insured person** in respect of any **insured incident** arising in connection with the business shown in the **policy** schedule if the premium has been paid.

The insurer agrees to provide the insurance in this section in accordance with the operative covers shown in the **policy** schedule as long as:

- a. the **date of occurrence** of the **insured incident** happens during the **period of insurance** and within the **territorial limit**; and
- b. any legal proceedings will be dealt with by a court, or other body which **ARAG** agree to, in the **territorial limit**; and
- c. in civil claims it is always more likely than not that an **insured person** will recover damages (or obtain any other legal remedy which **ARAG** have agreed to) or make a successful defence.

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

If an **appointed representative** is used, **ARAG** will pay the **costs and expenses** incurred for this.

ARAG will pay financial compensation awards that **ARAG** have agreed to.

Special definitions for this section

DAS	ARAG Legal Protection Limited.
The policyholder	The insured named in the policy schedule.
Insured person	The policyholder and the policyholder's directors, partners, managers and employees.
Appointed representative	The lawyer, accountant or other suitably qualified person, who has been appointed to act for an insured person in accordance with the terms of this section.
Costs and expenses	
Legal costs	All reasonable and necessary costs chargeable by the appointed representative on a party/party basis. Also the costs incurred by opponents in civil cases if an insured person has been ordered to pay them, or pays them with the agreement of ARAG .
Accountant's costs	A reasonable amount in respect of all costs reasonably incurred by the appointed representative in accordance with the claims handling instructions specified by ARAG .
Attendance expenses	The insured person's salary or wages for the time that the insured person is off work to attend any arbitration, court or tribunal hearing at the request of the appointed representative or while attending jury service. ARAG will pay for each half or whole day that the court, tribunal or the insured person's employer will not pay for. The amount ARAG will pay is based on the following: <ol style="list-style-type: none">the time the insured person is off work including the time it takes to travel to and from the hearing. This will be calculated to the nearest half day assuming that a whole day is eight hours;if the insured person works full time, the salary or wages for each whole day equals 1/250th of the insured person's yearly salary or wages;if the insured person works part-time, the salary or wages will be a proportion of the insured person's weekly salary or wages.
Date of occurrence	For civil cases (other than under insured incident - 4 Tax protection), the date of occurrence is when the cause of action first accrued. For criminal cases, the date of occurrence is when the insured person commenced or is alleged to have commenced to violate the criminal law in question. For Revenue Commissioners' Audits, the date of occurrence is when the Revenue Commissioners first notify the policyholder in writing of their intention to make enquiries. For Pay As You Earn, Social Insurance Contribution and Value Added Tax disputes, the date of occurrence is when the relevant authority sends an assessment or written decision to the policyholder following an audit.
Insurer	ARAG Insurance Company Limited - a Branch of ARAG Allgemeine Versicherungs-AG.
Territorial limit	The Republic of Ireland.

Insured incidents we will cover

1. Employment disputes compensation awards

a. Employment disputes

ARAG will defend **the policyholder's** legal rights:

1. prior to the issue of legal proceedings before a Rights Commissioner, court or tribunal following the dismissal of an employee; or
2. in legal proceedings in respect of any dispute with:
 - a. an employee or ex-employee or a trade union acting on behalf of an employee or ex-employee which arises out of, or relates to, a contract of employment with **the policyholder**; or
 - b. an employee, prospective employee or ex-employee arising from an alleged breach of their statutory rights under employment legislation.

What is not covered

1. Any claim in respect of damages for personal injury or loss of or damage to property.
2. Employee internal disciplinary or grievance procedures.
3. Any claim arising from or relating to any transfer of business which falls within the scope of the European Communities (Safeguarding of Employees' Rights on Transfer of Undertakings) Regulations 1980 and 2000, European Communities (Protection of Employees on Transfer of Undertakings) Regulations 2003 and any amending legislation.

b. Employment financial compensation awards

ARAG will pay any financial compensatory award otherwise payable by **the policyholder** in respect of a claim **ARAG** have accepted under **insured incident 1.a.**

Provided that:

1. in cases relating to performance and/or conduct, **the policyholder** has throughout the employment dispute either:
 - a. followed the disciplinary procedures recommended by the Irish Business and Employers' Confederation; or
 - b. sought and followed advice from the **ARAG** legal advice service.
2. for compensation following **the policyholder's** breach of statutory duty under employment legislation **the policyholder** has at all times sought and followed advice from the **ARAG** legal advice service since the date when **the policyholder** should have known about the employment dispute.
3. for any compensation award for redundancy or alleged redundancy or unfair selection for redundancy, but not the redundancy payment itself, **the policyholder** has sought and followed advice from the **ARAG** Legal Claims Centre prior to serving notice of redundancy.
4. the compensation is awarded by a Rights Commissioner or tribunal under a judgment made after full argument and otherwise than by consent or default, or is payable under settlement approved in writing in advance by **ARAG**.
5. the total of the compensation awards payable by **ARAG** shall not exceed €1,300,000 in any one **period of insurance**.

What is not covered

1. Any compensation award relating to the following:
 - a. trade union activities, trade union membership or non-membership;
 - b. pregnancy or maternity rights;
 - c. statutory rights in relation to trustees of occupational pension schemes;
 - d. statutory rights in relation to Sunday shop and betting work.
2. Non-payment of money due under the relevant contract of employment or statutory provision relating thereto.

3. Any award ordered as a result of a breach of statutory rights in relation to the provision of relevant records to employees under the National Minimum Wage Act 2000 or any amending legislation.
4. Any compensation award or increase in compensation award ordered by the tribunal for failure to comply with a recommendation it has made, including non-compliance with a reinstatement or re-engagement order.

2. Legal defence

At **the policyholder's** request:

1. **ARAG** will defend **the insured person's** legal rights:
 - a. prior to the issue of legal proceedings when dealing with the:
 - i. Gardai; or
 - ii. Health and Safety Authority and/or regional health boards;
 where it is alleged that the **insured person** has or may have committed a criminal offence; or
 - b. following an event which leads to the **insured person** being prosecuted in a court of criminal jurisdiction.
2. **ARAG** will defend **the policyholder's** legal rights following civil action taken against **the policyholder** for wrongful arrest in respect of an accusation of theft alleged to have been carried out during the **period of insurance**.
3. **ARAG** will defend **the insured person's** (other than **the policyholder**) legal rights if civil action is taken against them as a trustee of a pension fund set up for the benefit of **the policyholder's** employees.
4. **ARAG** will represent the **insured person** in appealing against the imposition or terms of any statutory notice issued under legislation affecting **the policyholder's** business.
5. **ARAG** will represent **the policyholder** in appealing against the refusal of the Data Protection Commissioner to register **the policyholder's** application for registration.
6. **ARAG** will pay the **attendance expenses** of an **insured person** for jury service.

Provided that:

in so far as proceedings under the Health and Safety and Welfare Act 1989 are concerned, the **territorial limit** shall be any place where the act applies.

What is not covered

Any claim which leads to the **insured person** being prosecuted for infringement of road traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle.

3. Property protection and bodily injury

a. Property protection

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

1. any event which causes or could cause physical damage to such material property; or
2. any nuisance or trespass.

What is not covered

Any claim relating to the following:

1. a contract entered into by **the policyholder**;
2. goods in transit or goods lent or hired out;
3. goods at premises other than those occupied by **the policyholder** unless the goods are at such premises for the purpose of installations or use in work to be carried out by **the policyholder**;
4. mining subsidence;
5. defending **the policyholder's** legal rights other than in defending a counter-claim;

6. a motor vehicle owned or used by, or hired or leased to an **insured person** other than damage to motor vehicles where **the policyholder** is engaged in the business of selling motor vehicles.

b. Bodily injury

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

What is not covered

Any claim relating to the following:

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

4. Tax protection

a. Revenue audits

ARAG will negotiate on behalf of **the policyholder** and represent them in any appeal proceedings in respect of an audit carried out by the Revenue Commissioners into **the policyholder's** business accounts; or

b. Employers' compliance

ARAG will negotiate on behalf of **the policyholder** and represent them in any appeal proceedings in respect of a dispute concerning **the policyholder's** compliance with Pay As You Earn or social insurance contribution regulations following an audit by the Revenue Commissioners or the Department of Social Community and Family Affairs.

c. VAT disputes

ARAG will negotiate on behalf of **the policyholder** and represent them in any appeal proceedings following an assessment issued by Revenue Commissioners in respect of value added tax due.

Provided that:

1. for all **insured incidents**, **the policyholder** has taken reasonable care to ensure that all returns are complete and correct and that such returns are submitted within the statutory time limits allowed.
2. **the policyholder** and the **appointed representative** comply with the claims handling instructions set out by **ARAG** throughout the course of the claim.

What is not covered

1. Any **insured incident** arising from a tax avoidance scheme.
2. Any **insured incident** caused by the failure of **the policyholder** to register for value added tax.
3. Any **insured incident** undertaken by the Revenue Commissioners into alleged dishonesty or alleged criminal activities of **the policyholder**.

Claims handling instructions for tax protection claims

The policyholder must send **ARAG** a copy of the business accounts and tax return which are the subject of the audit, together with all relevant correspondence and a note of fees likely to be incurred:

- a. as soon as being notified by the Revenue Commissioners that an audit is to take place; and
- b. at any time throughout the claim should this information change.

The estimate of fees and any revised estimates must be itemised by hour for each representative who is to deal with the claim. **ARAG** will use this information to agree reasonable **costs and expenses** payable under this section. **ARAG** require claims to be dealt with as economically as possible. **ARAG** will pay **costs and expenses** that **ARAG** have at any time agreed to in writing on receipt of an itemised invoice. It is important that **the policyholder** or anyone acting on their behalf awaits approval from **ARAG** before incurring **costs and expenses** in excess of what **ARAG** have at any time already agreed.

What is not covered by this section

1. **Costs and expenses** incurred before the written acceptance of a claim by **ARAG**.
2. Fines, penalties, compensation or damages which the **insured person** is ordered to pay by a court or other authority other than compensation awards as covered under **insured incident 1 b. employment financial compensation awards**.
3. Any claim relating to patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy and confidentiality agreements.
4. Any claim relating to rights under a franchise or agency agreement entered into by **the policyholder**.
5. Any **insured incident** deliberately or intentionally caused by an **insured person**.
6. A dispute with **ARAG** or Hiscox not otherwise dealt with under condition 7.
7. Any claim relating to a shareholding or partnership share in **the policyholder** unless such shareholding was acquired under a scheme open to all employees of **the policyholder** or a substantial number of them of a certain minimum grade other than the directors or partners of **the policyholder**.
8. Judicial review.
9. Any claim caused by, contributed to by or arising from:
 - i. ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel;
 - ii. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it;
 - iii. war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup;
 - iv. pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.
10. Legal action an **insured person** takes which **ARAG** or the **appointed representative** have not agreed to or where the **insured person** does anything that hinders **ARAG** or the **appointed representative**.
11. When either at the commencement of or during the course of a claim, **the policyholder** is bankrupt or has filed a bankruptcy petition or winding-up petition, or has made an arrangement with its creditors, or has entered into a deed or arrangement or is in liquidation or part or all of its affairs or property are in the care or control of a receiver or administrator.
12. Any claim directly or indirectly caused by or resulting from any device failing to recognise, interpret or process any date as its true calendar date.

Conditions which apply to the whole section

1. An **insured person** must:
 - a. keep to the terms and conditions of this section;
 - b. notify **ARAG** immediately of any alteration which may materially affect their assessment of the risk;
 - c. take reasonable steps to keep any amount the **insurer** has to pay as low as possible;
 - d. try to prevent anything happening that may cause a claim;
 - e. send everything **ARAG** ask for, in writing;
 - f. give **ARAG** full details of any claim as soon as possible and give **ARAG** any information they need.
2.
 - a. **ARAG** can take over and conduct in the name of the **insured person**, any claim or legal proceedings at any time.
ARAG can negotiate any claim on behalf of an **insured person**;
 - b. the **insured person** is free to choose a **representative** (by sending **ARAG** a suitably qualified person's name and address) if:

- i. **ARAG** agrees to start legal proceedings and it becomes necessary for a lawyer to represent the **insured person's** interests in those proceedings; or
 - ii. there is a conflict of interest;
 - c. before an **insured person** chooses a lawyer or an accountant, **ARAG** can appoint an **appointed representative**;
 - d. an **appointed representative** will be appointed by **ARAG** and represent an **insured person** according to **ARAG**' standard terms of appointment. The **appointed representative** must co-operate fully with **ARAG** at all times;
 - e. **ARAG** will have direct contact with the **appointed representative**;
 - f. an **insured person** must co-operate fully with **ARAG** and with the **appointed representative** and must keep **ARAG** up-to-date with the progress of the claim;
 - g. an **insured person** must give the **appointed representative** any instructions that **ARAG** require.
3.
 - a. an **insured person** must tell **ARAG** if anyone offers to settle a claim and must not agree to any settlement without the written consent of **ARAG**;
 - b. if an **insured person** does not accept a reasonable offer to settle a claim, **ARAG** may refuse to pay further **costs and expenses**;
 - c. **ARAG** may decide to pay the **insured person** the amount of damages that the **insured person** is claiming or is being claimed against them instead of starting or continuing legal proceedings.
 4.
 - a. if **ARAG** ask, an **insured person** must tell the **appointed representative** to have **costs and expenses** taxed, assessed or audited;
 - b. an **insured person** must take every step to recover **costs and expenses** that **ARAG** have to pay and must pay **ARAG** any **costs and expenses** that are recovered.
 5. if an **appointed representative** refuses to continue acting for an **insured person** with good reason or if an **insured person** dismisses an **appointed representative** without good reason, the cover **ARAG** provides will end at once, unless **ARAG** agree to appoint another **appointed representative**.
 6. if an **insured person** settles a claim or withdraws their claim without **ARAG**' agreement, or does not give suitable instructions to an **appointed representative** without good reason, the cover **ARAG** provides will end at once and **ARAG** will be entitled to re-claim any **costs and expenses** paid by **ARAG**.
 7. if there is a disagreement about the way **ARAG** handle a claim that is not resolved through **ARAG**' internal complaints procedure, **ARAG** and the **insured person** can choose a suitably qualified person to arbitrate. **ARAG** and the **insured person** must both agree to the choice of this person in writing. Failing this **ARAG** will ask the president of a national association relevant to the arbitration to choose a suitably qualified person. All costs of resolving the matter must be paid by the party whose argument is rejected. If the decision is not clearly made against either party, the arbitrator will decide how the costs are shared.
 8. **ARAG** may at their discretion require the **policyholder** to obtain an opinion from counsel at the **policyholder's** expense as to the merits of a claim or proceedings. If counsel's opinion indicates that there are reasonable grounds for the pursuit or defence of a claim or proceedings, the cost of obtaining the opinion will be paid by **ARAG**.
 9. **ARAG** will not pay any claim covered under any other policy, or any claim that would not have been covered by any other policy if this section did not exist.
 10. this section will be governed by the laws of the Republic of Ireland.

Helpline services

ARAG provide these services 24 hours a day, seven days a week during the **period of insurance**. To help **ARAG** check and improve their service standards, **ARAG** record all calls.

Commercial legal advice

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

Business assistance

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

To contact the above services, phone ARAG on 1850 670747 quoting your policy number.

Counselling

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

To contact the counselling helpline, phone ARAG on 1850 670407

These calls are not recorded. **ARAG** will not accept responsibility if the Helpline Services fail for reasons **ARAG** cannot control. Please do not phone **ARAG** to report a general insurance claim.

PRIVACY STATEMENT

This is a summary of how **we** collect, use, share and store personal information. To view **our** full privacy statement, please see **our** website www.arag.ie

Collecting personal information

ARAG may be required to collect certain personal or sensitive information which may include name, address, date of birth and if appropriate medical information. **We** will hold and process this information in accordance with all relevant data protection regulations and legislation. Should **we** ask for personal or sensitive information, **we** undertake that it shall only be used in accordance with **our** privacy statement. **We** may also collect information for other parties such as suppliers **we** appoint to process the handling of a claim.

Using personal or sensitive information

The reason **we** collect personal or sensitive information is to fulfil **our** contractual and regulatory obligations in providing this insurance product, for example to process premium or handle a claim. To fulfil these obligations, **we** may need to share personal or sensitive information with other organisations. **We** will not disclose personal or sensitive information for any purpose other than the purpose for which it was collected. Please refer to **our** full privacy statement for full details.

Keeping personal information

We shall not keep personal information for any longer than necessary.

Your rights

You have a number of rights in relation to how **we** hold personal data including; the right to a copy of the personal data **we** hold; the right to object to the use of personal data or the withdrawal of previously given consent; the right to have personal data deleted.

For a full list of privacy rights and when **we** will not be able to delete personal data, please refer to **our** full privacy statement.

