

## Commercial Combined Policy Schedule

**Date:** 01 February 2021

**Policy Form:** CCP Gen (Occ) 2021.01 CICA

**Broker:** Marsh Ireland

**Policy Number:** CCP0002323

**Insured:** Various Community Employment & Job Initiative Schemes & Community Service Programmes

**Address:** Marsh Ireland  
25/28 Adelaide Road  
Dublin 2

**Business:** Community Employment & Job Initiative Schemes & Community Services Programmes with activities per details  
lodged with Insurer as stated in the Certificate of Insurance

**Period of Insurance:** As stated in the Certificate of Insurance

**Renewal Date:** Not Applicable

**Premium:** As stated in the Certificate of Insurance

**Government Levy:** As stated in the Certificate of Insurance

**Total Premium:** As stated in the Certificate of Insurance

Section	Description	Operative/Not Operative	Premium Summary
1	Property Damage	Not Operative	€0.00
2	Business Interruption	Not Operative	€0.00
3	Money	Not Operative	€0.00
4	Theft By Employee	Operative	As per Certificate of Insurance
5	All Risks	Not Operative	€0.00
6	Computer	Not Operative	€0.00
7	Employer's Liability	Operative	As per Certificate of Insurance
8	Public Liability	Operative	As per Certificate of Insurance
9	Products Liability	Operative	As per Certificate of Insurance
<b>Total Premium</b>			As per Certificate of Insurance

## Section 4 – Theft by Employee

### Description

Limit of Indemnity	€25,000
No. of Employees handling Stock and/or Money	NA
Projected Annual Turnover	Not Applicable
<b>Excess</b>	<b>€300</b>

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## Section 7 – Employer’s Liability

Limit of Indemnity any one Occurrence	Limit of Indemnity any one Period of Insurance	Excess
€13,000,000	Unlimited	Nil
<b>Employee Category</b>	<b>Estimated Annual Wages</b>	
Clerical	As stated in the Certificate of Insurance	
Non Clerical	As stated in the Certificate of Insurance	

### Endorsements applicable to Section 7

#### **Hazardous Work Exclusion**

We will not be liable for legal liability or defense costs and expenses in respect of;

- or arising from construction or demolition work at a height in excess of 12 feet from ground or floor level.
- or arising from work at a height in excess of 25 feet from ground or floor level
- or arising from the use of woodworking machinery other than the use of hand held tools
- or arising from welding or the application of heat
- or arising from the erection or dismantling of scaffolding other than mobile tower scaffolding.

#### **Business of the Sponsor or any Sub-Sponsor Exclusion**

We will not be liable for legal liability in respect of the business of the sponsor or any sub-sponsor unless attaching directly to any Person Employed.

#### **Business or Activity Run for Profit or Gain Exclusion**

The indemnity expressed under Section 7 will not apply to legal liability in respect of any business or activity run for profit or gain and/or the provision of goods or services unless accepted by the Insurer and noted in the Certificate of Insurance.

#### **Indemnity to the Department of Social Protection**

We will indemnify the Department of Social Protection in respect of legal liability for which You would have been entitled to indemnity under this Policy had the claim been made against You provided always that

- such party is not entitled to indemnity under any other policy
- such party shall, as though they were You, observe, fulfil and be subject to all of the Terms, Definitions, Conditions, Exclusions, Endorsements and Limits of the Policy insofar as they can apply
- We shall have the full conduct and control of all claims in respect of which indemnity is provided by this Extension
- nothing in this Extension will serve to increase Our liability to pay any amount in excess of the Limit of Indemnity in respect of damages and indemnity will apply in priority to You.

#### **Indemnity to Sub Sponsors**

We will indemnify any Sub-sponsor in respect of legal liability for which You would have been entitled to indemnity under this Policy had the claim been made against You provided always that

- such party is not entitled to indemnity under any other policy
- such party shall, as though they were You, observe, fulfil and be subject to all of the Terms, Definitions, Conditions, Exclusions, Endorsements and Limits of the Policy insofar as they can apply



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- c) We shall have the full conduct and control of all claims in respect of which indemnity is provided by this Extension
- d) nothing in this Extension will serve to increase Our liability to pay any amount in excess of the Limit of Indemnity in respect of damages and indemnity will apply in priority to You.

For the purposes of this extension Sub-sponsor shall mean any host company, entity or organisation into which an Employee is placed by you or with Your agreement.

#### External Trainers

The definition of the Insured is extended to indemnify any external trainer retained by You in respect of their legal liability arising from activities solely carried out on Your behalf and in connection with the Business provided always that

- a) such party is not entitled to indemnity under any other policy
- b) such party shall, as though they were You, observe, fulfil and be subject to all of the Terms, Definitions, Conditions, Exclusions, Endorsements and Limits of the Policy insofar as they can apply
- c) We shall have the full conduct and control of all claims in respect of which indemnity is provided by this Extension
- d) nothing in this Extension will serve to increase Our liability to pay any amount in excess of the Limit of Indemnity in respect of damages and indemnity will apply in priority to You.

### Section 8 – Public Liability

	Limit of Indemnity any one Occurrence	Limit of Indemnity any one Period of Insurance	Excess	Applicable to Property Damage
Public Liability	€6,500,000	Unlimited	Nil	Not Applicable
Sudden pollution and contamination	€6,500,000	€6,500,000	Nil	Not Applicable
<b>Projected Annual Turnover</b>	Not Applicable			

#### Endorsements applicable to Section 8

##### Hazardous Work Exclusion

We will not be liable for legal liability or defence costs and expenses in respect of;

- a) or arising from construction or demolition work at a height in excess of 12 feet from ground or floor level.
- b) or arising from work at a height in excess of 25 feet from ground or floor level
- c) or arising from the use of woodworking machinery other than the use of hand held tools
- d) or arising from welding or the application of heat
- e) or arising from the erection or dismantling of scaffolding other than mobile tower scaffolding.

##### Business of the Sponsor or any Sub-Sponsor Exclusion

We will not be liable for legal liability in respect of the business of the sponsor or any sub-sponsor unless attaching directly to any Person Employed.

##### Business or Activity Run for Profit or Gain Exclusion

The Indemnity expressed under Section 8 will not apply to legal liability in respect of any business or activity run for profit or gain and/or the provision of goods or services unless accepted by the Insurer and noted in the Certificate of Insurance.

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We will indemnify the Department of Social Protection in respect of legal liability for which You would have been entitled to indemnity under this Policy had the claim been made against You provided always that

- a) such party is not entitled to indemnity under any other policy
- b) such party shall, as though they were You, observe, fulfil and be subject to all of the Terms, Definitions, Conditions, Exclusions, Endorsements and Limits of the Policy insofar as they can apply
- c) We shall have the full conduct and control of all claims in respect of which indemnity is provided by this Extension
- d) nothing in this Extension will serve to increase Our liability to pay any amount in excess of the Limit of Indemnity in respect of damages and indemnity will apply in priority to You.

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- a) such party is not entitled to indemnity under any other policy
- b) such party shall, as though they were You, observe, fulfil and be subject to all of the Terms, Definitions, Conditions, Exclusions, Endorsements and Limits of the Policy insofar as they can apply
- c) We shall have the full conduct and control of all claims in respect of which indemnity is provided by this Extension
- d) nothing in this Extension will serve to increase Our liability to pay any amount in excess of the Limit of Indemnity in respect of damages and indemnity will apply in priority to You.

For the purposes of this extension Sub-sponsor shall mean any host company, entity or organisation into which an Employee is placed by or with Your agreement.

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The definition of the Insured is extended to indemnify any external trainer retained by You in respect of their legal liability arising from activities solely carried out on Your behalf and in connection with the Business provided always that

- a) such party is not entitled to indemnity under any other policy
- b) such party shall, as though they were You, observe, fulfil and be subject to all of the Terms, Definitions, Conditions, Exclusions, Endorsements and Limits of the Policy insofar as they can apply
- c) We shall have the full conduct and control of all claims in respect of which indemnity is provided by this Extension
- d) nothing in this Extension will serve to increase Our liability to pay any amount in excess of the Limit of Indemnity in respect of damages and indemnity will apply in priority to You.

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### Section 9 – Products Liability

	Limit of Indemnity any one Occurrence	Limit of Indemnity any one Period of Insurance	Excess	Applicable to Property Damage
Products Liability	€6,500,000	€6,500,000	Nil	Not Applicable
Projected Annual Turnover	Not Applicable			
USA/Canada Exports	Not Applicable			

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#### Endorsements applicable to all Sections

##### Definition of Period of Insurance

The definition of “Period of Insurance” is deleted and replaced with the following;

Period of Insurance shall mean the mean the dates stated in the Certificate of Insurance.

##### Certificate of Insurance

Certificate of Insurance shall mean the separate document which provides the specific details of the cover applicable to each Community Employment Scheme for whom indemnity is provided under the Master Policy.

##### Master Policy

Master Policy shall mean the policy document and Policy Schedule detailing the terms and conditions applicable in respect of all Community Employment Schemes other than as altered or amended in the Certificate of Insurance.

##### Definition of Limit of Indemnity (applicable to Section 4 only)

The definition of “Limit of Indemnity (applicable to Section 4 only)” is deleted and replaced with;

Limit of Indemnity shall mean the Limit of Indemnity as stated in the Certificate of Insurance.

##### Definition of Limit of Indemnity (applicable to Section 7 only)

The definition of “Limit of Indemnity (applicable to Section 7 only)” is deleted and replaced with;

Limit of Indemnity shall mean the total amount, as stated in the Certificate of Insurance, payable for all damages, costs and expenses in respect of any one Occurrence.

The Limit of Indemnity will not be reduced by the amount of any Excess that may apply.

The indemnity provided by any Extension or Endorsement shall not operate, other than where provided, so as to increase the total amount payable under Section 7.



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**Definition of Limit of Indemnity (applicable to Sections 8 & 9 only)**

The definition of “Limit of Indemnity (applicable to Sections 8 & 9 only)” is deleted and replaced with;

Limit of Indemnity shall mean the total amount, as stated in the Certificate of Insurance payable for all damages in respect of any one Occurrence.

The Limit of Indemnity will not be reduced by the amount of any Excess that may apply.

The Limit of Indemnity is aggregated for any one Occurrence and all Occurrences in the Certificate of Insurance in respect of liability for Pollution and Contamination and in respect of Products Liability.

The indemnity provided by any Extension or Endorsement shall not operate, other than where provided, so as to increase the total amount payable under Section 8 or Section 9.

**Definition of You/Your(s)/Insured**

The definition of “You/Your(s)/Insured” is deleted and replaced with;

You/Your(s)/Insured shall mean the insured party named and shown on the Certificate of Insurance.

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**Commercial Combined Policy**

Policy Form: CCP Gen (Occ) 2021.01 CICA

## Table of Contents

<b>Introduction</b> .....	<b>3</b>
<b>Policy Definitions</b> .....	<b>4</b>
<b>Section 1 - Property Damage Insurance</b> .....	<b>22</b>
<b>Section 2 - Business Interruption Insurance</b> .....	<b>32</b>
<b>Section 3 - Money Insurance</b> .....	<b>40</b>
<b>Section 4 - Theft by Employee Insurance</b> .....	<b>43</b>
<b>Section 5 - All Risks Insurance</b> .....	<b>49</b>
<b>Section 6 - Computer Insurance</b> .....	<b>51</b>
<b>Section 7 - Employer’s Liability Insurance</b> .....	<b>59</b>
<b>Section 8 - Public Liability Insurance</b> .....	<b>63</b>
<b>Section 9 - Products Liability Insurance</b> .....	<b>70</b>
<b>Policy Exclusions</b> .....	<b>74</b>
<b>Policy Conditions</b> .....	<b>79</b>
<b>Data Protection Policy</b> .....	<b>86</b>
<b>Complaints Procedure</b> .....	<b>86</b>

## Introduction

IPB Insurance Company Limited by Guarantee trading as IPB Insurance (hereinafter referred to as the Insurer) and **You**, the **Insured** agree that

- (a) this **Policy** comprising of the Introduction, Definitions, Insuring Agreement, Extensions, Exclusions, Conditions, **Policy Schedule**, and any operative **Endorsements** (hereafter called the **Policy**) shall be read as one contract and any word or expressions to which a specific meaning has been attached therein shall bear such specific meaning wherever it may appear
- (b) any information presented by **You** or on **Your** behalf and agreed by **Us** shall be relied upon to inform the assessment and acceptance of **Your** risk
- (c) in consideration of the payment of premium, **We** will indemnify **You** in the manner and to the extent described within this **Policy** whilst carrying on the **Business** described in the **Policy Schedule** subject to the Definitions, Extensions, Exclusions, Conditions and **Endorsements** as stated or as subsequently endorsed thereon
- (d) in accordance with Section 93 of the Insurance Act 1936, it is understood and agreed that all monies which become or may become due and payable by **Us** under this **Policy** shall be payable and paid in the Republic of Ireland
- (e) the appropriate Stamp Duty has been or will be paid to the Revenue Commissioners in accordance with the Stamp Duties Consolidation Act 1999, Schedule 1 (as amended).



Signed for and on behalf of the **Insurer**  
Michael Garvey  
Chief Executive

IPB Insurance Company Limited by Guarantee trading as IPB Insurance is regulated by the Central Bank of Ireland. Reg. No. 7532 Republic of Ireland.



## Policy Definitions

The following definitions will be shown in bold each time they appear in the **Policy** except in the **Policy Schedule** and **Endorsements** where all defined terms begin with a capital letter.

### Accident

**Accident** shall mean

- (a) **Damage to Property**
- (b) the failure of any telecommunications system used in connection with the **Property** caused by accidental **Damage** occurring within the Republic of Ireland, Northern Ireland, Great Britain, the Isle of Man and the Channel Islands not occasioned by
  - (i) the deliberate act of any telecommunications authority nor the exercise of any such authority to maintain the system due to industrial action by any of its employees
  - (ii) the use by **You** of machinery and equipment which is not acceptable to the telecommunications authority as properly installed and compatible with the telecommunications system
- (c) the accidental failure or fluctuation of the public supply of electricity at the terminal ends of the public supply authority's service feeders at the premises in which **Property** is situated
- (d) denial of access to or use of the **Property** by **You** due to
  - (i) accidental **Damage** to other property at or in the immediate vicinity of the **Premises**
  - (ii) the exercise by any public or police authority of its powers for the sole purpose of safeguarding life of property
- (e) **Corruption of Data.**

### Acting in Collusion

**Acting in Collusion** shall mean all circumstances where two or more **Employees** are involved, connected, concerned or implicated together or materially assist each other in committing a **Fraudulent Act**.

### Actual Gross Profit or Actual Gross Revenue

**Actual Gross Profit** or **Actual Gross Revenue** shall mean the **Gross Profit** or **Gross Revenue** earned during the financial year most nearly concurrent with the **Period of Insurance** provided the amount of the **Actual Gross Profit** or **Actual Gross Revenue** shall be proportionately increased to correspond with the **Maximum Indemnity Period** where it exceeds twelve months.

### Airside

**Airside** shall mean that part of the airport inside the posted security boundary which is subject to the security requirements of the airport authority, and where entry into this area by members of the public is prohibited or restricted.

### Auxiliary Computer Equipment

**Auxiliary Computer Equipment** shall mean auxiliary equipment which is solely for use with **Computer Equipment**, comprising air conditioning equipment, generating equipment, UPS voltage regulating equipment, temperature and environmental recording and/or control equipment, electronic access equipment, heat, smoke and water detection equipment, lightning and transient overvoltage protection devices, lockdown security devices, gas flooding cylinders and pipe work, and is owned by or leased, hired or rented to **You**.

**Bodily injury (applicable to Section 3 only)**

**Bodily Injury** shall mean bodily injury resulting directly and independently of any other cause, within 12 calendar months, in death, **Disablement** or incurring of **Medical Expenses**.

**Bodily Injury (applicable to Sections 7, 8 and 9 only)**

**Bodily Injury** shall mean accidental bodily injury including death, disease or illness, mental injury, mental anguish or nervous shock.

**Building**

**Building** shall mean a building situate at the **Premises**, built mainly of brick, stone or concrete and roofed with slates, non-combustible tiles, concrete, asphalt, metal sheets or slabs composed entirely of non-combustible minerals or ingredients, unless stated to the contrary in the **Policy Schedule**, or as otherwise agreed with **Us** including

- (a) signs, fixed **Glass**, exterior light fixtures and poles
- (b) landlords' fixtures and fittings therein and thereon
- (c) walls, gates, and fences directly abutting /adjoining the buildings and outbuildings
- (d) yards, car parks and pavements directly associated with the buildings
- (e) outbuildings associated with the buildings
- (f) telephones, gas, water or electric instruments, meters, cabling, piping, ducting, cables, wires and associated control gear and accessories on the **Premises** and extending to the public mains

all belonging to **You**, or for which **You** are legally responsible, but not including land, roads or accessories, piers, docks, jetties, tunnels, bridges, excavations, parks, gardens, playing fields, monuments, dams, and other like structures.

**Business (applicable to Sections 7, 8 and 9 only)**

**Business** shall solely mean that as detailed in the **Policy Schedule** carried on by **You** and shall include

- (a) the provision and management of canteen, social, sports and welfare organisations and first-aid, fire, or ambulance services for the benefit of any **Person Employed**
- (b) private work carried out by any **Person Employed** for **You** or for any of **Your** directors or partners but excluding works of a construction, demolition, or structural alteration nature
- (c) ownership, repair, maintenance, and decoration of property occupied by or leased to **You**, but excluding works of a construction, demolition or structural alteration nature
- (d) participation in trade shows, exhibitions, or seminars
- (e) sale or disposal of **Your** own property and other such assets, including own mechanically propelled vehicles, plant, and equipment
- (f) employment of subcontractors to perform work on **Your** behalf in the course of the **Business**
- (g) provision of nursery, crèche, or childcare facilities, where incidental to the **Business**.

**Business (applicable to all Sections other than Sections 7, 8 and 9)**

**Business** shall mean that detailed in the **Policy Schedule**.

**Business Hours**

**Business Hours** shall mean the times during which **Your Premises** are actually occupied for **Business** purposes and during which **Your Employees** entrusted with **Money** are on the **Premises**.

### Computer Equipment

**Computer Equipment** shall mean equipment used for the electronic processing, communication and storage of data consisting of installed computer equipment, including but not limited to

- (a) mainframes, servers, personal computers
- (b) fixed discs, interconnecting wiring and telecommunications equipment
- (c) printers, scanners and such other peripheral computer equipment

but excluding

- (d) **Portable Computer Equipment**
- (e) equipment controlling any manufacturing process.

### Computer Media

**Computer Media** shall mean data carrying materials of all types other than paper records or paper licences.

### Contents

**Contents** shall mean machinery and plant situate at the **Premises** and shall include

- (a) furniture and contents, belonging to **You** or held by **You** in trust, and for which **You** are responsible whilst in the **Buildings**
- (b) tenants' improvements, alterations and decorations
- (c) **Employees'**, directors', and visitors' personal effects (other than motor vehicles) for an amount not exceeding €1,250 in respect of any one person
- (d) contents of outbuildings (providing such outbuildings are hereby insured)
- (e) documents, manuscripts, and business books, but only for the cost of the materials and of clerical labour expended in reproducing such records, for an amount not exceeding €50,000 any one **Occurrence**
- (f) computer records but only for the cost of the materials and of clerical labour and computer time expended in reproducing such records, for an amount not exceeding €25,000 any one **Occurrence**
- (g) **Money**, stamps, credit cards or **Securities** for an amount not exceeding €12,700 any one **Occurrence**
- (h) patterns, models, moulds, plans, or designs for an amount not exceeding €5,000 any one **Occurrence** in respect of any one pattern, model, mould, plan, design or set of same

but excluding

- (i) landlords' fixtures and fittings
- (j) vehicles licensed for road use including accessories thereon, caravans, trailers, railway locomotives, rolling stock, watercraft, and aircraft
- (k) jewellery, precious stones, precious metals, bullion, furs, curiosities, works of art or rare books, unless specifically included
- (l) property in the open, unless stated to the contrary in the **Policy Schedule**.

### Corruption of Data

**Corruption of Data** shall mean loss, distortion, corruption or erasure of software programs or data stored on **Computer Media**.

**Covered Location**

**Covered Location** shall mean

- (a) in respect of **Computer Equipment** and **Auxiliary Computer Equipment**
  - (i) if specified, the locations detailed on the **Policy Schedule**
  - (ii) if no locations are specified on the **Policy Schedule**, any building solely occupied by **You** or, in the event **You** are not the sole occupier, the parts of the building occupied by the **You**, provided such building is located in the Republic of Ireland
- (b) in respect of **Computer Media** and **Portable Computer Equipment**, anywhere in the world.

**Custodian**

**Custodian** shall mean a fully responsible, able-bodied adult, of at least 18 years of age, who is charged with direct responsibility for security of **Money** whilst **In Transit**.

**Damage (applicable to Section 6 only)**

**Damage** shall mean loss, destruction, or damage.

**Damage (applicable to all Sections other than Section 6)**

**Damage** shall mean accidental and physical loss, destruction, or damage.

**Data**

**Data** shall mean information represented or stored electronically, including but not limited to, code or series of instructions, operating systems, software programs and firmware.

**Declared Value**

**Declared Value** shall mean **Your** assessment of the cost of reinstatement at the level of costs applying at the start of the **Period of Insurance** (ignoring inflationary factors which may subsequently operate), together with due allowance for

- (a) the additional cost of reinstatement to comply with Public Authority requirements
- (b) professional fees
- (c) debris removal costs.

**Deferment Period**

**Deferment Period** shall mean the initial period following **Bodily Injury** during which the benefit is not payable.

**Defined Peril(s)**

**Defined Peril(s)** shall mean any/all of the defined perils 1-15 defined below.

**Defined Peril 1**

**Defined Peril 1** shall mean fire excluding **Damage**

- (a) caused by explosion resulting from fire
- (b) caused by earthquake or subterranean fire
- (c) to property caused by its own spontaneous fermentation or heating
- (d) to property caused by it undergoing any process involving the application of heat.

**Defined Peril 2**

**Defined Peril 2** shall mean explosion

- (a) of boilers used for domestic purposes only
- (b) of gas used for domestic purposes only.

**Defined Peril 3**

**Defined Peril 3** shall mean lightning.

**Defined Peril 4**

**Defined Peril 4** shall mean aircraft or other aerial devices, or articles dropped therefrom.

**Defined Peril 5**

**Defined Peril 5** shall mean earthquake.

**Defined Peril 6**

**Defined Peril 6** shall mean riot, civil commotion, strikers, locked-out workers, or persons taking part in labour disturbances or malicious persons excluding

- (a) **Damage** occurring in Northern Ireland
  - (b) **Damage** arising from confiscation requisition or destruction by order of the Government or any public authority
  - (c) **Damage** arising from cessation of work
  - (d) **Damage**
    - (i) by theft or attempted theft
    - (ii) in respect of any building which is vacant, empty, or not in use
- directly caused by malicious persons not acting on behalf of or in connection with any political organisation. However, **We** will pay for such **Damage** caused by fire or explosion.

**Defined Peril 7**

**Defined Peril 7** shall mean storm or flood excluding

- (a) **Damage** attributable solely to change in the water table level
- (b) **Damage** caused by frost, subsidence, ground heave or landslip
- (c) **Damage** to fences, gates, greenhouses, polythene tunnels and moveable property in the open
- (d) **Damage** to open-fronted or open-sided **Buildings** or to property contained therein.

**Defined Peril 8**

**Defined Peril 8** shall mean storm excluding

- (a) **Damage** attributable solely to change in the water table level
- (b) **Damage** caused by frost, subsidence, ground heave or landslip
- (c) **Damage** to fences, gates, greenhouses, polythene tunnels and moveable property in the open
- (d) **Damage** to open-fronted or open-sided **Buildings** or to property contained therein
- (e) **Damage** caused by
  - (i) the escape of water from the normal confines of any natural or artificial water course, lake, reservoir, canal, or dam
  - (ii) inundation from the sea.

**Defined Peril 9**

**Defined Peril 9** shall mean escape of water from any tank, apparatus or pipe excluding **Damage**

- (a) by water discharged or leaking from an automatic sprinkler installation
- (b) in respect of any building which is vacant, empty, or not in use

- (c) to any appliance, piping, or component from which the water escapes.

#### Defined Peril 10

**Defined Peril 10** shall mean impact by any road vehicle or animal.

#### Defined Peril 11

**Defined Peril 11** shall mean accidental escape of water from any automatic sprinkler installation excluding **Damage**

- (a) arising from freezing in any building which is vacant, empty, or not in use
- (b) arising from explosion, earthquake, subterranean fire or heat caused by fire.

#### Defined Peril 12

**Defined Peril 12** shall mean theft (which is deemed to include attempted theft) excluding **Damage**

- (a) from any part of the building not occupied by **You** for the purpose of the **Business**
- (b) to property in the open or in any outbuilding or open-fronted or open-sided buildings
- (c) expedited or in any way brought about by **You** or any of **Your** directors, partners or **Employees** or any other person who has a legal right to be on the **Premises**
- (d) due to a person obtaining any **Property Insured** by deception
- (e) to lead, copper or any metal forming part of the exterior of the **Premises**
- (f) to **Money** and **Securities**, coins, stamps, jewellery, watches, furs, precious metal, precious stones, or articles composed of any of them, curios, sculptures, rare books, paintings or works of art
- (g) due to unexplained disappearance, unexplained or inventory shortage
- (h) to property in transit
- (i) from any yard, garden, open space, huts, temporary structures, or storage containers or to or from any residential dwelling house, whether occupied or not
- (j) to or from any building which is empty or not in use
- (k) which does not involve
  - (i) entry to or exit from that part of the building occupied by **You** for the purpose of the **Business** by forcible and violent means  
or
  - (ii) actual or threatened assault or violence.

#### Defined Peril 13

**Defined Peril 13** shall mean subsidence, ground heave or landslip of any part of the **Premises** on which the **Property Insured** stands excluding **Damage**

- (a) caused by collapse, cracking, shrinkage, expansion, or settlement of **Buildings** or any part thereof
- (b) caused by coastal or river erosion or erosion by any other water course
- (c) defective design or workmanship or the use of defective materials, including inadequate construction of foundations
- (d) caused by settlement or movement of made up ground
- (e) caused by the normal settlement or bedding down of new structures
- (f) to solid floor slabs or resulting from their movement unless the foundations beneath the external walls of the building(s) are **Damaged** at the same time and from the same cause
- (g) to yards, car parks, roads, pavements, landlords' fixtures and fittings, security lighting and cameras, walls, gates, fences, fixed fuel oil tanks and fixed diesel tanks, piping, ducting, cables

wires and associated control gears and accessories, paved areas or footpaths unless a building insured by Section 1 is **Damaged** by the same cause at the same time

- (h) which originates prior to the inception of this cover
- (i) caused by demolition, construction, structural alteration or repair to any **Building** or groundworks or excavation at the same **Premises**
- (j) caused by **Defined Peril 1, Defined Peril 2, Defined Peril 3, Defined Peril 5** or **Defined Peril 9**
- (k) caused by any pyrite related chemical reaction or process.

#### Defined Peril 14

**Defined Peril 14** shall mean escape of oil from any fixed heating installation excluding

- (a) **Damage** in respect of **Property Insured** in any building which is vacant, empty, or not in use
- (b) **Damage** unless caused by a sudden, identifiable, unintended, and unexpected incident which has taken place in its entirety at a specific time and place during the **Period of Insurance**
- (c) the value of the oil lost.

#### Defined Peril 15

**Defined Peril 15** shall mean any other accident excluding **Damage**

- (a) by any of
  - (i) the **Defined Perils 1-14**
  - (ii) the causes expressly excluded from the **Defined Perils 1-14** (whether or not insured)
- (b) to any property caused by
  - (i) its own faulty or defective design or materials
  - (ii) inherent vice, latent defect, gradual deterioration, wear and tear or frost
  - (iii) faulty or defective workmanship, operational error, or omission on **Your** part or on the part of any of **Your Employees**

but this shall not exclude subsequent **Damage** which itself results from a cause not otherwise excluded
- (c) caused by
  - (i) corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, vermin or insects, dryness, marring or scratching
  - (ii) change in temperature, colour, flavour, texture or finish
  - (iii) joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, super-heater, pressure vessels or any range of steam and feed piping in connection therewith
  - (iv) mechanical or electrical breakdown or derangement in respect of the particular machine, apparatus or equipment in which the breakdown or derangement originates

but this shall not exclude

  - (v) such **Damage** which itself results from other **Damage** and is not otherwise excluded
  - (vi) subsequent **Damage** which itself results from a cause not otherwise excluded
- (d) caused by
  - (i) acts of fraud or dishonesty
  - (ii) disappearance, unexplained shortage or inventory shortage, misfiling or misplacing of information
- (e) to
  - (i) a **Building** or structure caused by its own collapse or cracking
  - (ii) moveable property in the open, fences and gates by wind, rain, hail, sleet, snow, flood or dust
  - (iii) property resulting from its undergoing any process of production, packing treatment, testing, commissioning servicing or repair

- (f) to
- (i) jewellery, precious stones or precious metals, bullion, furs, curiosities, works of art or rare books
  - (ii) **Money** and **Securities** of any description
  - (iii) vehicles licensed for road use (including accessories thereon), caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft
  - (iv) property or structures in course of construction or erection and materials or supplies in connection with all such property in course of construction or erection
  - (v) property recoverable under any guarantee or maintenance agreement in force at the happening of the **Damage**
  - (vi) **Glass**, other than fixed **Glass**.

**Disablement** (applicable to Section 3 only)

**Disablement** shall mean **Loss of Limb** or **Loss of Sight**, **Permanent Total Disablement** or **Temporary Total Disablement**.

**Employee** (applicable to Section 4 only)

**Employee** shall mean any person who is

- (a) under a contract of service or apprenticeship with **You** or
- (b) undergoing training under any Government approved training scheme under **Your** control in connection with the **Business** whilst in **Your** service
- (c) any director of **Yours** if such person
  - (i) is also employed by **You** under a contract of service
  - (ii) controls no more than 5% of **Your** issued share capital
- (d) retired from full-time employment with **You**, who is working with **You** as a consultant under **Your** direction or control

in connection with **Your Business** whilst in **Your** service including the period of 30 days immediately following the termination of service.

**Employee** (applicable to all Sections other than Section 4)

**Employee** shall mean any person under a contract of service or apprenticeship with **You**.

**Endorsement**

**Endorsement** shall mean any alteration to the **Policy** wording and shall, other than alterations effected by such **Endorsement**, be subject to the Terms, Definitions, Conditions and Exclusions of the **Policy**.

**Excess** (applicable to Sections 1 and 3 only)

**Excess** shall mean the first part of each and every loss, as stated in the **Policy Schedule**, to be borne by **You** at each separate premises, as ascertained after the application of all other Terms and Conditions of the insurance.

**Excess** (applicable to Section 4 only)

**Excess** shall mean the first part of any **One Claim** borne by **You**, as specified in the **Policy Schedule**, at the time of the happening of the **Fraudulent Act** or, if a series of related acts, the last act in the series.



**Excess (applicable to Section 6 only)**

**Excess** shall mean

- (a) in respect of Item 4 Additional Cost of Working; the period of time, as shown in the **Policy Schedule**, immediately following an **Accident**, during which **We** are not responsible for loss
- (b) in respect of all other claims;  
the first part of each and every loss, as stated in the **Policy Schedule**, to be borne by **You** at each separate premises, as ascertained after the application of all other Terms and Conditions of the insurance.

**Excess (applicable to Sections 5, 7, 8 and 9 only)**

**Excess** shall mean the amount, as stated in the **Policy Schedule**, for which **You** are responsible in respect of any one **Occurrence**.

**Exhibition**

**Exhibition** shall include demonstrations, trade fairs or shows.

**Eye Specialist**

**Eye Specialist** shall mean an ophthalmologist or ophthalmic surgeon registered with the Medical Council of Ireland other than an **Insured Person** or a member of an **Insured Person's** family.

**Financial Loss**

**Financial Loss** shall mean a pecuniary or economic loss or expenditure.

**Fraudulent Act**

**Fraudulent Act** shall mean any act of fraud or dishonesty by any **Employee** committed with the clear intent of obtaining an improper financial gain, for themselves or for any other person or organisation intended by the **Employee** to receive such gain, other than salaries, fees, commission or other employee benefit earned in the normal course of employment.

**Glass**

**Glass** shall mean

- (a) normal, flat, annealed glass including lettering on it
- (b) toughened and laminated glass including lettering on it
- (c) mirrors
- (d) bent, tinted, stained or fired glass
- (e) decoration or protective film or alarm foil on glass.

**Gross Profit**

**Gross Profit** shall mean the amount by which the sum of the amount of the **Turnover** and the amounts of the closing stock and work in progress shall exceed the sum of the amounts of the opening stock and work in progress and the amount of the **Uninsured Variable Costs**.

**Gross Rent**

**Gross Rent** shall mean any money in the nature of rent, including service charges, which **You** receive or pay.

**Gross Revenue**

**Gross Revenue** shall mean the money paid or payable to **You** for work done and for services rendered in the course of the **Business** at the **Premises**.

**Hacking**

**Hacking** shall mean unauthorised access to any computer or other equipment, or component or system, or item, whether or not insured by this **Policy** or whether or not owned by **You**, which processes, stores, transmits or receives data.

**Indemnity Period (applicable to Section 6 only)**

**Indemnity Period** shall mean the period beginning when the **Accident** occurs and ending when the results of the **Business** cease to be affected by the **Accident** but not exceeding the **Maximum Indemnity Period**.

**Indemnity Period (applicable to all Sections other than Section 6)**

**Indemnity Period** shall mean the period beginning when the **Damage** occurs and ending when the results of the **Business** cease to be affected by the **Damage** but not exceeding the **Maximum Indemnity Period**.

**Insurable Amount (applicable to Gross Rent only)**

**Insurable Amount** shall mean the annual rent at the commencement of the **Period of Insurance** or

- (a) if a rent review is outstanding at that date; the estimated annual rent following settlement of the review
- (b) if the **Premises** are untenanted at that date; the estimated annual rent at which that premises would have been let

in each case proportionally increased where the **Indemnity Period** exceeds twelve months.

**Insurable Amount (applicable to Section 2 only)****(applicable to Gross Profit or Gross Revenue only)**

**Insurable Amount** shall mean the **Gross Profit** or **Gross Revenue** which would have been earned in the twelve months immediately following the date of the **Damage**, had the **Damage** not occurred, after account has been taken of the trends of the **Business**, and of the variations in or other circumstances affecting the **Business**, either before or after the **Damage**, or which would have affected the **Business** had the **Damage** not occurred, provided the amount of **Gross Profit** or **Gross Revenue** shall be proportionately increased to correspond with the **Maximum Indemnity Period** where it exceeds twelve months.

**Insurable Amount (applicable to Section 6 only)**

**Insurable Amount** shall mean the **Gross Revenue** which would have been earned in the twelve months immediately following the date of the **Accident**, had the **Accident** not occurred, after account has been taken of the trends of the **Business**, and of the variations in or other circumstances affecting the **Business**, either before or after the **Accident**, or which would have affected the **Business** had the **Accident** not occurred, provided the amount of **Gross Revenue** shall be proportionately increased to correspond with the **Maximum Indemnity Period** where it exceeds twelve months.

**Insured Person**

**Insured Person** shall mean **You** or any of **Your** directors, partners or **Employees**.

**In Transit**

**In Transit** shall mean in transit, directly and without interception

- (a) from any of **Your Premises** or contract sites to a bank premises or
- (b) from the bank premises to any of **Your Premises** or contract sites or
- (c) between any of **Your Premises** or contract sites

unless otherwise agreed in writing by **Us**.

**Intruder Alarm System**

**Intruder Alarm System** shall include all lines and equipment used to transmit the signals to and from the **Premises**.

**Keyholders**

**Keyholders** shall mean any person or keyholding company authorised by **You** who is available at all times when the **Intruder Alarm System** is set up to accept notification of faults or alarm signals or messages relating to the **Intruder Alarm System**.

**Limit of Indemnity (applicable to Section 4 only)**

**Limit of Indemnity** shall mean the Limit of Indemnity as stated in the **Policy Schedule**.

**Limit of Indemnity (applicable to Section 7 only)**

**Limit of Indemnity** shall mean the total amount, as stated in the **Policy Schedule**, payable for all damages, costs and expenses in respect of any one **Occurrence**.

The **Limit of Indemnity** will not be reduced by the amount of any **Excess** that may apply.

The indemnity provided by any Extension or **Endorsement** shall not operate, other than where provided, so as to increase the total amount payable under Section 7.

**Limit of Indemnity (applicable to Sections 8 & 9 only)**

**Limit of Indemnity** shall mean the total amount, as stated in the **Policy Schedule** payable for all damages in respect of any one **Occurrence**.

The **Limit of Indemnity** will not be reduced by the amount of any **Excess** that may apply.

The **Limit of Indemnity** is aggregated for any one **Occurrence** and all **Occurrences** in the **Period of Insurance** in respect of liability for Pollution and Contamination and in respect of Products Liability.

The indemnity provided by any Extension or **Endorsement** shall not operate, other than where provided, so as to increase the total amount payable under Section 8 or Section 9.

**Limit of Liability**

**Limit of Liability** shall mean the maximum amount payable by **Us** for the cover provided in respect any one **Occurrence**.

**Loss of Limb**

**Loss of Limb** shall mean

- (a) in the case of a leg; loss by permanent physical severance at or above the ankle or permanent total loss of use of a complete foot or leg
- (b) in the case of an arm; loss by permanent physical severance of the entire four fingers at or above the meta carpo phalangeal joints or permanent and total loss of use of a complete arm or hand.

**Loss of Sight**

**Loss of Sight** shall mean permanent and total loss of sight which will be considered as having occurred

- (a) in both eyes; if the **Insured Person** is declared blind on the authority of any **Eye Specialist** and/or is registered with the National Council of the Blind
- (b) in one eye; if the degree of sight remaining after correction is 3/60 or less on the Snellen scale (meaning seeing at 3 feet what the **Insured Person** should see at 60 feet).

**Maintenance Agreement**

**Maintenance Agreement** shall mean a maintenance, rental, hire or lease agreement providing, at an inclusive cost, on-call remedial maintenance with free repair or replacement in the event of breakdown arising from normal use.

**Material Fact**

**Material Fact** shall mean any fact **We** would regard as likely to influence the acceptance and assessment of **Your** insurance. If there is any doubt whether a fact is material, **You** should disclose it.

**Maximum Indemnity Period**

**Maximum Indemnity Period** shall mean the maximum period for which cover will be provided, as stated in the **Policy Schedule**, for each applicable cover.

**Medical Expenses**

**Medical Expenses** shall mean expenses, not recoverable from any other source, necessarily and properly incurred by the **Insured Person** within two years of the date of a **Bodily Injury** and given or prescribed by a **Medical Practitioner** for medical, hospital, surgical, dental, manipulative massage, therapeutic X-ray or nursing treatment, including the costs of medical supplies and ambulance hire.

Expenses incurred within two years of the date of **Bodily Injury** for treatment which either takes place or is expected to take place after the expiry of the two years from the date of the **Bodily Injury** are not medical expenses for the purpose of this insurance.

**Medical Practitioner**

**Medical Practitioner** shall mean any legally qualified and registered medical practitioner other than

- (a) an **Insured Person**
- (b) a member of the immediate family of an **Insured Person**
- (c) an **Employee**.

**Minimum Premium**

**Minimum Premium** shall mean the minimum premium retained by **Us** in respect of this **Policy**, or any Section of this **Policy**, as stated in the **Policy Schedule**.

**Money (applicable to Section 4 only)**

**Money** shall mean currency, coins, bank notes, bullion, travellers' cheques, and luncheon vouchers.

**Money (applicable to all Sections other than Section 4)**

**Money** shall mean shall mean cash, bank notes, currency notes, uncrossed cheques (including travellers' cheques but excluding pre-signed blank cheques), uncrossed banker's drafts, uncrossed giro cheques and drafts, uncrossed postal orders, uncrossed money orders, current postage and revenue stamps, National Savings stamps, bills of exchange, luncheon vouchers, consumer redemption vouchers, gift tokens, trading stamps, bus tickets, National Lottery tickets and telephone cards all pertaining to the **Business** and belonging to the **You** or for which **You** have accepted responsibility.

**Non-Negotiable Money**

**Non-Negotiable Money** shall mean crossed cheques, (other than pre-signed blank cheques), crossed banker's drafts, crossed giro cheques and drafts, crossed postal orders, crossed money orders, unused units in franking machines, National Savings certificates, Prize Bonds, credit company sales vouchers and VAT purchase invoices all pertaining to the **Business** and belonging to the **You** or for which **You** have accepted responsibility.

**Nuisance**

**Nuisance** shall mean accidental obstruction, loss of amenities or interference with any right of air, light, water, or way.

**Occurrence(s)**

**Occurrence(s)** shall mean each and every loss or accident, or series of losses or accidents, arising out of one event or consequent upon one original cause or having the same origin or cause.

**Offshore**

**Offshore** shall mean embarkation on to a conveyance at the point of final departure (whether it be airborne or waterborne) for transportation to an offshore structure or vessel until disembarkation from the conveyance on to land upon return from the said offshore structure or vessel.

**One Claim**

**One Claim** shall mean all **Fraudulent Acts** throughout the continuation of this insurance (or any insurance issued in substitution therefore or for which this insurance is substituted) committed by one individual **Employee** or by two or more **Employees Acting in Collusion**.

**Period of Insurance**

**Period of Insurance** shall mean the dates stated in the **Policy Schedule** or any subsequent period for which **We** agree to extend this **Policy**.

**Permanent Total Disablement**

**Permanent Total Disablement** shall mean a permanent disablement (other than by **Loss of Limb** or **Loss of Sight**) resulting in the inability to work in any gainful employment whatsoever and which, in all probability, will continue for the rest of the **Insured Person's** life.

**Person Employed****Person Employed** shall mean

- (a) **any Employee**

and the following persons while working under **Your** direct control and supervision in connection with the **Business**

- (b) any labour master and persons supplied by such persons
- (c) any persons employed by labour only subcontractors
- (d) any self-employed persons
- (e) any persons hired or on loan from any public authority, local authority, company, firm or individual
- (f) any persons gaining work experience whilst engaged by **You** in connection with the **Business**
- (g) any person under any Government or otherwise authorised work experience, training, study exchange or similar scheme
- (h) any volunteer
- (i) any person acting in the capacity of a non-executive director for **You**

provided that **You** can always request that any such person is not indemnified.

**Person Entitled to Indemnity****Person Entitled to Indemnity** shall mean

- (a) **You**
- (b) any of **Your** directors, partners or **Persons Employed** in respect of liability for which **You** would have been entitled to indemnity under this **Policy** if the claim had been made against **You**
- (c) any officer, member, or committee of **Your** canteen, social, sports or welfare organisations, first-aid (other than medical or dental practitioners in relation to medical service provided) fire or ambulance service in their respective capacity as such
- (d) in the event of **Your** death, any of **Your** personal representatives in respect of liability incurred by **You**
- (e) any subsidiary companies, as declared to **Us**

provided that all parties described in (b) to (e) shall, as though they were **You**, observe, fulfil and be subject to the Terms, Definitions, Conditions, Exclusions, **Endorsements** and Limits of the **Policy** insofar as they can apply.

**Policy**

**Policy** shall mean this contract of insurance comprising the Introduction, Definitions, Conditions, Insuring Agreements, Extensions, Exclusions, **Policy Schedule**, and all operative **Endorsements**.

**Policy Schedule**

**Policy Schedule** shall mean the separate document which provides the specific details of the cover applicable to **You**.

**Pollutants**

**Pollutants** shall mean any solid, liquid, gaseous or thermal irritant or contaminant including, but not limited to, smoke, vapour, soot, fumes, acid, alkalis, chemicals, and waste (including materials to be recycled, reconditioned or reclaimed).

**Portable Computer Equipment**

**Portable Computer Equipment** shall mean equipment that is designed to be carried on or by a person including, but not limited to, laptops, palmtops, notebooks and tablet personal computers, personal digital assistants (PDA's) but excluding smart phones or other mobile phones.

**Premises**

**Premises** shall mean the address or addresses as stated in the **Policy Schedule** as applicable to each Section.

**Principal**

**Principal** shall mean any individual person, company, firm or public or local authority with whom **You** have entered into an industry recognised standard contract for work or services.

**Products**

**Products** shall mean any goods or products and/part thereof (after they have ceased to be in **Your** possession or control) designed, manufactured, constructed, installed, altered, repaired, serviced, processed, treated, sold, leased, supplied or distributed by **You**, or on **Your** behalf, in connection with the **Business** including container, packaging, labelling and instructions provided therewith.

**Property (applicable to Section 4 only)**

**Property** shall mean **Money, Securities** or goods.

**Property (applicable to Section 6 only)**

**Property** shall mean **Computer Equipment, Auxiliary Computer Equipment, Computer Media** and **Portable Computer Equipment** all belonging to **You** or for which **You** are legally responsible.

**Property (applicable to all Sections other than Sections 4 and 6)**

**Property** shall mean material or tangible property but does not include **Data**.

**Property Insured**

**Property Insured** shall mean the property for which cover is provided under each Section as detailed in the **Policy Schedule**.

**Rate of Gross Profit**

**Rate of Gross Profit** shall mean the rate which **Gross Profit** would have borne to **Turnover** during the **Indemnity Period** had the **Damage** not occurred after account has been taken of the trends of the **Business** and of the variations in or other circumstances affecting the **Business** either before or after the **Damage** or which would have affected the **Business** had the **Damage** not occurred.

**Securities**

**Securities** shall mean

- (a) share certificates, allotment letters, bonds, or debentures
- (b) promissory notes except
  - (i) those issued or purporting to have been issued for use as currency

- (ii) those secured or purporting to be secured directly or indirectly by assigned accounts or what purports to be assigned accounts
- (c) deeds of trust, mortgages upon real property and upon interests in real property and assignments of such mortgages
- (d) letters of credit.

#### Standard Gross Revenue

**Standard Gross Revenue** shall mean the **Gross Revenue** which would have been obtained during the **Indemnity Period** had the **Damage** not occurred after account has been taken of the trends of the **Business**, and of the variations in or other circumstances affecting the **Business**, either before or after the **Damage** or which would have affected the **Business** had the **Damage** not occurred.

#### Standard Turnover

**Standard Turnover** shall mean the **Turnover** which would have been obtained during the **Indemnity Period** had the **Damage** not occurred after account has been taken of the trends of the **Business** and of the variations in or other circumstances affecting the **Business** either before or after the **Damage** or which would have affected the **Business** had the **Damage** not occurred.

#### Stock

**Stock** shall mean stock and materials in trade, belonging to **You** or held by **You** in trust and for which **You** are responsible.

#### Sum Insured (applicable to all Sections other than Section 6)

**Sum Insured** shall mean the maximum amount, as stated in the **Policy Schedule**, that **We** will pay for each individual item insured under any Section.

#### Temporary Total Disablement

**Temporary Total Disablement** shall mean disablement which continuously prevents an **Insured Person** from engaging in their **Usual Occupation**.

#### Territorial Limits (applicable to Section 3 only)

**Territorial Limits** shall mean the Republic of Ireland, Northern Ireland, Great Britain, the Channel Islands or the Isle of Man.

#### Territorial Limits (applicable to Section 4 only)

**Territorial Limits** shall mean the territories comprising the European Union and the United Kingdom.

#### Territorial Limits (applicable to Section 5 only)

**Territorial Limits** shall mean anywhere in the world or as stated in the **Policy Schedule**.

#### Territorial Limits (applicable to Section 6 only)

**Territorial Limits** shall mean at a **Covered Location**.

#### Territorial Limits (applicable to Section 7 only)

**Territorial Limits** shall mean

- (a) the territories comprising the European Union and the United Kingdom.
- (b) whilst temporarily outside (a) above in respect of **Persons Employed** engaged in non-manual labour, provided that the **Person Employed** is ordinarily resident in either the European Union or the United Kingdom.



**Territorial Limits (applicable to Section 8 only)**

**Territorial Limits** shall mean

- (a) the territories comprising the European Union and the United Kingdom.
- (b) elsewhere in the world in respect of **Persons Employed** engaged in non-manual labour on **Business** journeys made on **Your** behalf, provided the **Person Employed** is ordinarily resident in the European Union or the United Kingdom.

**Territorial Limits (applicable to Section 9 only)**

**Territorial Limits** shall mean anywhere in the world excluding the United States of America and/or Canada and/or any of their possessions or protectorates.

**Terrorism**

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

**Total Sum Insured**

**Total Sum Insured** shall mean the total amount, as stated in the **Policy Schedule**, payable by **Us** under each Section as applicable.

**Trespass**

**Trespass** shall mean accidental trespass to land or accidental trespass to goods.

**Turnover**

**Turnover** shall mean the money paid or payable to **You** for goods sold and delivered and for services rendered in course of the **Business** at the **Premises**.

**Uninsured Variable Costs**

**Uninsured Variable Costs** shall mean

- (a) Purchases (less discounts received)
- (b) Discounts allowed
- (c) Bad debts

and each shall have the meaning usually attached to them in **Your** accounts.

**Unoccupied**

**Unoccupied** shall mean vacant or unoccupied for more than thirty (30) consecutive days.

**Usual Occupation**

**Usual Occupation** shall mean the tasks, duties and other functions which the **Insured Person** normally performs in connection with their occupation at the date of occurring of the **Bodily Injury**.

**Virus or Similar Mechanism**

**Virus or Similar Mechanism** shall mean program, code, programming instruction or any set of instructions intentionally constructed with the ability to damage, interfere with or otherwise

adversely affect computer programs data files or operations whether involving self-replication or not. This includes but is not limited to viruses, Trojan horses, worms and logic bombs.

**We/Us/Our/Insurer**

**We/Us/Our/Insurer** shall mean IPB Insurance.

**Wrongful Arrest**

**Wrongful Arrest** shall mean

- (a) assault and battery committed or alleged to have been committed at the time of making or attempting to make an arrest or in resisting an overt attempt to escape by a person under arrest before such person has or could be placed in the custody of a law enforcement officer
- (b) defamation, false imprisonment or malicious prosecution either
  - (i) committed or alleged to have been committed directly in connection with an arrest
  - (ii) arising out of the investigation of acts or shoplifting or theft.

**You/Your(s)/Insured**

**You/Your(s)/Insured** shall mean the insured party named and shown on the **Policy Schedule**.

## Section 1 - Property Damage Insurance

This Section is operative only if stated as such in the **Policy Schedule**.

### Section 1 Insuring Agreement

In the event of any **Property Insured** being **Damaged** by a **Defined Peril**, shown as applicable on the **Policy Schedule** or as endorsed thereon, during the **Period of Insurance**, **We** will pay to **You** the value of the property at the time of such **Damage** or, at **Our** option, reinstate or replace such property, or any part of it, provided that **Our** liability shall not exceed

- (a) in the whole, the **Total Sum Insured** or, in respect of any item, its **Sum Insured** or any other limit stated in the **Policy Schedule** at the time of **Damage**
- (b) the **Sum Insured** (or limit) remaining after deduction for any other **Damage** occurring during the same **Period of Insurance**, unless **We** have agreed to reinstate any such **Sum Insured** (or limit).

### Extensions applicable to Section 1

The insurance provided by Section 1 is extended as follows subject to the Terms, Conditions, Exclusions and **Endorsements** of both this Section and the **Policy**.

#### 1. Additional Interest

The interest of parties supplying property to **You** under a hiring, leasing or similar agreement is noted in this insurance and **You** will disclose the nature and extent of any interest in the event of **Damage**.

#### 2. Automatic Cover

The insurance provided by Section 1 is extended to cover

- (a) any newly acquired and/or newly erected **Buildings**, machinery and plant insofar as they are not otherwise insured
- (b) alterations, additions and improvements to **Buildings**, machinery and plant, but not in respect of any appreciation in value anywhere in the Republic of Ireland provided that
  - (i) at any one situation this cover shall not exceed 10% of the **Total Sum Insured** or €650,000 whichever is the less
  - (ii) **You** undertake to give particulars of such additional insurance requirements as soon as practicable and to pay the pro-rata additional premium from the date of inception thereof, the **Policy** to be endorsed accordingly from the date of commencement of **Our** liability
  - (iii) The provision of this Extension shall be fully maintained notwithstanding any specific insurance effected under (ii) above.

#### 3. Automatic Reinstatement of Sum Insured

In the absence of written notice by **Us** or **You** to the contrary, the insurance hereby shall not be reduced by the amount of any loss. In consideration of this, **You** must pay the appropriate extra premium on the amount of the loss from the date thereof to the expiry of the **Period of Insurance**.

#### 4. Clearing of Drains

The insurance by each item on **Buildings** extends to cover expenses reasonably and necessarily incurred in clearing, cleaning and/or replacing drains, gutters, sewers, and the like, on the **Premises**

for which **You** are responsible, in consequence of **Damage** by a **Defined Peril** shown as applicable on the **Policy Schedule**, or as endorsed thereon, other than **Damage** by **Defined Peril 15**.

#### 5. Contract Price

In respect of goods sold but not delivered for which **You** are responsible and with regard to which, under the conditions of sale, the sale contract is cancelled by reason of any **Damage** insured by this Section, **Our** liability shall be based on the contract price.

#### 6. Contracting Purchasers Interest

If at the time of **Damage**, **You** have contracted to sell **Your** interest in any **Buildings** hereby insured and the purchase shall not have been, but shall thereafter be completed, the purchaser, on completion of the purchase (if and so far as the property is not otherwise insured against such **Damage** by it or on its behalf), shall be entitled to benefit under this **Policy** without prejudice to either **Your** rights and liability or **Our** rights and liability until completion.

#### 7. Damage by Theft

The cover provided by **Defined Peril 12** (Theft) includes

- (a) the cost of repairing **Damage** to the **Buildings**, whether the **Buildings** are insured hereunder or not, provided **You** are legally responsible for the repairs and the **Damage** is not otherwise insured
- (b) the reasonable expenses (not exceeding €1,500) incurred in necessarily replacing locks to the **Buildings** or safes or strong rooms, consequent upon the theft of keys from such **Buildings** or from the residence of any of **Your** authorised key holding directors, partners or **Employees**
- (c) if **Buildings** are insured, repairs to the **Buildings** following theft or attempted theft of external metal subject to a maximum **Limit of Liability** of €10,000.

#### 8. Designation

For the purpose of determining, where necessary, the column heading under which any property is insured **We** agree to accept the designation under which such property has been entered in **Your** books.

#### 9. Deterioration of Stock

In the event of **Damage** by a **Defined Peril** shown as applicable on the **Policy Schedule**, or as endorsed thereon, during any **Period of Insurance**, and resulting in deterioration or putrefaction of **Stock** in the cold chamber of any refrigerating machine at the **Premises**, or **Stock** which, at the time of the **Damage**, is elsewhere on the **Premises** but which would in normal course be placed in the cold chamber

- (a) due to the rise or fall in temperature resulting from any cause not hereunder excluded or
- (b) due to the action of refrigerant fumes which have escaped from the machine during any **Period of Insurance**

**We** will pay **You** the amount of such **Damage** provided that

- (c) the maximum **Limit of Liability** shall not exceed €5,000 per machine
- (d) at the commencement of the **Damage** such machine does not exceed the age of fifteen years
- (e) any machine more than three years old be maintained under annual contract with the manufacturer, supplier or an authorised firm of refrigeration engineers

However, **We** will not be liable for **Damage** resulting from the deliberate act of any public electricity supply authority or the exercise by any such authority of its power to withhold or restrict supply or from **Your** wilful neglect.

#### 10. Exhibitions

The insurance provided in respect of **Stock** is extended to apply to **Stock** at **Exhibitions** which do not exceed 7 days duration.

#### 11. Fire Brigade Charges

The insurance provided by Section 1 extends to include charges levied by a Fire Authority, in accordance with the provision of the Fire Services Act 1981, in controlling or extinguishing fire affecting (or threatening to affect) the **Property Insured** by this Section, in circumstances which have given rise to a valid claim under this **Policy**, subject to a maximum **Limit of Liability** of €50,000.

#### 12. Fire Extinguishing Discharge

**We** will pay the costs necessarily and reasonably incurred by **You** in replenishing and recharging fire extinguishing equipment and replacing used sprinkler heads arising out of the use of such equipment following **Damage** by **Defined Peril 1** in or at the **Premises**, subject to a maximum **Limit of Liability** of €10,000.

#### 13. Glass

Regardless of whether the **Buildings** are insured, any cover provided by Section 1 in respect of **Damage** to fixed **Glass** includes, should **You** be legally liable, the reasonable costs of

- (a) replacing all interior and exterior fixed **Glass** and sanitary fixtures and fittings
- (b) any necessary boarding up or temporary glazing pending replacement of broken **Glass**
- (c) removing and refixing window fittings and other obstacles to replacement.

#### 14. Goods in Transit

**We** will, by payment or, at **Our** option, by repair, reinstatement or replacement indemnify **You** in respect of

- (a) **Damage**, by any cause, to goods being loaded upon, carried by or loaded from any vehicle owned or operated by **You**, anywhere in the Republic of Ireland, Northern Ireland, Great Britain, the Channel Islands or the Isle of Man, subject to a maximum **Limit of Liability** of €5,000 per vehicle
- (b) **Damage**, by any cause, to sheets, ropes, packing materials, dunnage, securing chains and toggles owned by **You** or in **Your** charge or control while carried on any vehicle owned or operated by **You**, subject to a maximum **Limit of Liability** of €5,000.

However, **We** will not liable for

- (c) loss of market, delay or any consequential loss
- (d) loss resulting from dishonesty or insolvency of persons to whom goods are entrusted
- (e) **Damage** to glass, china, marble, earthenware, scientific instruments, furniture, antiques, curios, sculptures, works of art, pictures, prints, drawings, engravings and goods of a brittle nature, unless caused by fire or theft or as a direct result of collision or overturning of the conveying vehicle
- (f) loss of sheets, ropes, packing materials, dunnage, securing chains and toggles as a result of disappearance or shortage if such loss is only revealed when an inventory is made, unless such loss is the result of an incident recorded by **You**

- (g) **Damage to Money and Securities**, livestock, precious stones and minerals
- (h) **Damage** to jewellery, watches, furs, cameras and portable electronic equipment belonging to vehicle drivers or attendants
- (i) goods carried or dispatched by **You** for hire or reward
- (j) **Damage** to goods arising as a result of packing which was inadequate to withstand normal handling during transport
- (k) **Damage** to goods
  - (i) due to insufficient labelling or incorrect addressing
  - (ii) in any vehicle which is being used outside the normal course of the **Business** for social, domestic or pleasure purposes
  - (iii) in open vehicles owned or operated by **You** caused by atmospheric or climatic conditions, unless the goods are protected by vehicle sheets
  - (iv) left in any vehicle for the night except where such vehicle is left closed and locked and either
    - 1) garaged in a building which is securely closed and locked or
    - 2) left in a compound secured by locked gates.

### 15. Internal Transfers

The insurance provided in respect of machinery, plant and **Stock** applies to property transferred between **Premises** insured by Section 1 including transit by road, rail or inland waterway between such **Premises**. The amount recoverable under this Extension shall not exceed the amount which would have been recoverable had the loss occurred at the **Premises** from which the property is transferred, or in the aggregate 10% of the **Sum Insured** hereof or €100,000, whichever is the less in respect of any such transfers at any one time.

### 16. Landscaped Gardens

**We** will pay the costs reasonably and necessarily incurred to restore or repair grounds or landscaped gardens belonging to **You**, or for which **You** are responsible, following **Damage** caused by the emergency services and arising from **Damage** by a **Defined Peril** shown as applicable on the **Policy Schedule**, or as endorsed thereon, subject to a maximum **Limit of Liability** of €10,000.

### 17. Metered Utilities

The cover provided by Section 1 includes additional water, gas, electricity, oil or other metered supply charges incurred by **You**, subject to a maximum **Limit of Liability** of €5,000 in consequence of **Damage** by a **Defined Peril** shown as applicable on the **Policy Schedule** or as endorsed thereon.

However, **We** will not pay for such charges incurred in respect of any **Building** which is **Unoccupied**.

The basis on which the amount payable is to be calculated will be the amount of the supplier's charges for the period during which **Damage** occurs, less the charge paid by **You** for the corresponding period in the preceding year, adjusted for changes in the supplier's charges and for variations affecting **Your** supply consumption during the intervening period.

### 18. Non-Invalidation

This insurance provided by Section 1 shall not be invalidated by any act of omission or by any alteration whereby the risk of **Damage** is increased, unknown to **You** or beyond **Your** control, provided that **You**, immediately on becoming aware thereof, shall give notice to **Us** and pay any additional premium as may be required.

### 19. Oil

Notwithstanding Exclusion (c), the insurance provided by **Defined Peril 14** includes the value of lost oil. Subject to a maximum **Limit of Liability** of €1,000.

### 20. Professional Fees

The insurance provided in respect of **Buildings** and **Contents** includes an amount in respect of architects', surveyors' and consulting engineers' fees necessarily and reasonably incurred in their reinstatement consequent upon **Damage**, as insured, but not for preparing any claim, it being understood that the amount payable for such **Damage** and fees shall not exceed, in the aggregate, the **Sum Insured** by each item.

### 21. Public Authorities Requirements

The insurance provided in respect of **Buildings** and **Contents** extends to include such additional cost of reinstatement as may be incurred solely by reason of the necessity to comply with the requirements of:

- (a) European Union legislation or
- (b) Building or other Regulations under or framed in pursuance of any Act or bye-Laws of any public or local authority

but excluding

- (c) the cost incurred in complying with such requirements
  - (i) in respect of **Damage** occurring prior to the granting of this Extension
  - (ii) in respect of **Damage** not insured by Section 1
  - (iii) under which notice has been served upon **You** prior to the happening of the **Damage**
  - (iv) for which there is an existing requirement which has to be implemented within a given period
  - (v) in respect of property which has not sustained **Damage** or portions of the property which have not sustained **Damage**, other than foundations (unless foundations are specifically excluded) of that portion of the property which has sustained **Damage**
- (d) the additional cost that would have been required to make good the property which has sustained **Damage** to a condition equal to its condition when new had the necessity to comply with any requirement not arisen
- (e) the amount of any charge or assessment arising out of capital appreciation which may be payable in respect of the property, or by the owner thereof, by reason of compliance with the requirements.

### Special Conditions applicable to this Extension

- (a) The work of reinstatement must be commenced and carried out without unreasonable delay and, in any case, must be completed within twelve months after the **Damage**, or within such further time as **We** may, in writing, allow (during the said twelve months) and may be carried out upon another site, if the requirements necessitate, subject to **Our** liability under this Extension not being increased
- (b) If **Our** liability under Section 1, apart from this Extension, shall be reduced by the application of any Terms of the **Policy**, **Our** liability under this Extension shall be reduced in like proportion

- (c) The total amount recoverable under any item of insured by this Section shall not exceed the **Sum Insured** thereby
- (d) All the conditions of the **Policy**, except insofar as they may be hereby varied, shall apply as if they had been incorporated herein.

If any property or portion(s) of property suffer(s) superficial affectation, such property shall be regarded as undamaged property or undamaged portion(s) of the property and no indemnity shall be payable in respect of such **Damage**.

### 22. Re-erection of Plant and Machinery

The insurance provided by Section 1 is extended to include the cost of re-erecting fixtures and fitting and machinery and plant resulting from **Damage**, as insured.

### 23. Reinstatement Memorandum (Day One Basis)

Subject to the Special Conditions below, the basis upon which the amount payable in respect of **Buildings** and **Contents** is to be calculated shall be the reinstatement of the property **Damaged**.

For the purpose of this Extension reinstatement shall mean

- (a) the rebuilding or replacement of property **Damaged** which, provided **Our** liability is not increased, may be carried out
  - (i) in any manner suitable to **Your** requirements
  - (ii) upon another site at **Our** absolute discretion
- (b) the repair or restoration of property **Damaged**

in either case to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new.

The **Declared Value** (shown in brackets below the **Sum Insured** on the **Policy Schedule**) having been stated in writing by **You** has been used to calculate the premium.

#### Special Conditions applicable to this Extension

- (a) At the inception of each **Period of Insurance**, **You** must notify **Us** of the **Declared Value** of each item for **Buildings** and **Contents**. In the absence of such declaration, the last amount declared by **You** shall be taken as the **Declared Value** for the ensuing **Period of Insurance**
- (b) **Our** liability for the repair or restoration of property damaged in part shall not exceed the amount which would have been payable had such property been wholly destroyed
- (c) No payment beyond the amount which would have been payable in the absence of this memorandum shall be made
  - (i) unless reinstatement commences and proceeds without unreasonable delay
  - (ii) until the cost of reinstatement shall have been actually incurred
  - (iii) if the **Buildings** or **Contents** at the time of **Damage** shall be insured by any other insurance effected by **You** or on **Your** behalf which is not upon the same basis of reinstatement
- (d) If, at the time of **Damage**, the **Declared Value** is less than the cost of reinstatement at inception of the **Period of Insurance**, the amount payable by **Us** will be proportionately reduced
- (e) All the Terms and Conditions of this Section and, where relevant, the **Policy** shall apply
  - (i) to any claim payable under the provisions of this memorandum, except where they are expressly varied by the terms of this memorandum



- (ii) where claims are payable as if this memorandum had not been incorporated, except that the **Sums Insured** will be limited to the **Declared Values**.

#### 24. Removal of Debris

The insurance provided by Section 1 extends to include costs and expenses necessarily and reasonably incurred by **You**, with **Our** consent, in

- (a) removing debris
- (b) dismantling and/or demolishing
- (c) shoring up or propping

of the portion or portions of the **Property Insured** that are **Damaged** provided that

- (d) **Our** liability in respect of any item insured by Section 1 shall in no case exceed its **Sum Insured**
- (e) **We** will not be liable for costs or expenses
  - (i) incurred in removing debris except from the site of such property **Damaged** and the area immediately adjacent to such site
  - (ii) arising from pollution or contamination of property not insured by this **Policy** other than as described in (i) above.

#### 25. Seasonal Stock Increase

The **Sum Insured** in respect of any item for **Stock** shall be increased by 25% for the months of November and December and for 31 days immediately before Easter Sunday.

#### 26. Site Clean –Up Costs

The insurance provided by this Section extends to cover the costs and expenses reasonably and necessarily incurred by **You** in cleaning and decontaminating drains, sewers, roads, pavements, land and water, all belonging to the **You** or for which **You** are responsible, all within the perimeter of the **Premises** and consequent upon **Damage** as insured.

Subject to a maximum **Limit of Liability** of €25,000.

#### 27. Spontaneous Combustion

The insurance provided by this Section extends to cover **Damage** by **Defined Peril 1** to coal, coke and wood caused by its own spontaneous fermentation, heating or combustion.

#### 28. Temporary Removal

The insurance provided by Section 1 is extended to cover **Property Insured** whilst temporarily removed for cleaning, renovation, repair or other similar purposes elsewhere on the same **Premises** or to any other **Premises**, including in transit thereto and therefrom, by road, rail or inland waterway, within the Republic of Ireland, the United Kingdom or the European Union, provided that **Our** liability for **Damage**, as insured, shall not exceed 10% of the **Sum Insured** or €50,000, whichever is less.

The insurance provided by this Extension does not apply to

- (a) property that is otherwise insured
- (b) household goods, personal effects, **Stock**, motor vehicles and motor chassis licenced for normal road use
- (c) property held by **You** in trust, other than machinery and plant.

### 29. Temporary Removal (Deeds and Documents)

The insurance of deeds and other documents, manuscripts, plans and writings of every description and books (written and printed) extends to cover such property, excluding computer systems records, for an amount not exceeding 10% of the value thereof whilst temporarily removed to any premises not in **Your** occupation and whilst in transit by road, rail or inland waterway all in the Republic of Ireland, the United Kingdom or the European Union. This Extension does not apply to property if and so far as it is otherwise insured.

### 30. Trace and Access

In respect of any **Damage** resulting from escape of water or oil, if insured, this insurance extends to include costs and expenses (including consulting engineers' and other fees) reasonably and necessarily incurred by **You** in

- (a) locating the source of any leakage and subsequently making good
- (b) or other repairs investigations and tests

Subject to a maximum **Limit of Liability** of €20,000.

### 31. Workmen

Workmen are allowed on the **Premises** for the purpose of making minor structural and other alterations from time to time without prejudice to this insurance.

## Additional Conditions applicable to Section 1

### 1. Obsolete or Dilapidated Building(s)

In respect of any **Building** which is either dilapidated, obsolete, structurally unsound, weakened or impaired or in respect of **Contents** therein

- (a) the Reinstatement Memorandum (Day One basis) does not apply
- (b) cover is restricted to **Defined Peril 1, Defined Peril 2, Defined Peril 3** and **Defined Peril 4** only
- (c) cover is restricted to removal of debris as provided by Extension 24.

### 2. Reinstatement

- (a) **We** shall not be bound to reinstate exactly but only as circumstances permit and in a reasonably sufficient manner and shall not in any case be bound to expend in respect of any one item insured more than its **Sum Insured**.
- (b) If **We** elect or become bound to reinstate or replace any **Property Insured You** must, at **Your** own expense, produce and give to **Us** all such plans, documents, books and information as **We** may reasonably require.

### 3. Underinsurance

The **Sums Insured** by

- (a) any items for **Buildings** or **Contents** subject to the Reinstatement Memorandum (Day One Basis) are declared to be separately subject to Underinsurance as described in Special Condition (d) of such memorandum
- (b) any other items are declared to be separately subject to Underinsurance. This means that if, at the time of **Damage**, the **Sum Insured** for any item is less than the value of such item, the amount payable by **Us** will be proportionately reduced.

### 4. Unoccupied Buildings

Notice is to be given to **Us** when any building becomes totally or partly **Unoccupied** or when an **Unoccupied** building or portion thereof is again occupied.

Unless agreed to the contrary in writing by **Us**, cover in respect of any totally or substantially **Unoccupied** building is restricted to **Defined Peril 1, Defined Peril 2, Defined Peril 3** and **Defined Peril 4** only.

Unless agreed to the contrary, in writing, by **Us**, the following conditions apply in respect of any **Unoccupied** building

- (a) all trade waste must be removed from within the building and no combustible materials to be stored externally within 10 metres of the building
- (b) all electricity mains supplies must be kept disconnected unless to supply an **Intruder Alarm System** or a fire alarm
- (c) all firebreak doors and shutters must be kept closed and maintained in efficient working order
- (d) all fire extinguishing appliances must be kept in efficient working order
- (e) all accessible windows must be boarded up with 12.5mm marine plywood, or equivalent, and external glazed doors must be similarly protected
- (f) entrance/exit doors must be fitted with a good quality five lever mortise deadlock
- (g) all letter boxes or other openings must be sealed
- (h) inspections must be carried out by **You** or **Your** representative, at least weekly, to physically check the building, both internally and externally, and to carry out any work necessary to maintain the

security arrangements and maintain the building in sound condition. A register of these visits must be kept by **You**, or **Your** representative, for periodic inspection by **Us**.

## Section 2 – Business Interruption Insurance

This Section is operative only if stated as such in the **Policy Schedule**.

### Section 2 Insuring Agreement

- (a) If **Damage** by a **Defined Peril**, shown as applicable on the **Policy Schedule** or as endorsed thereon, occurs at the **Premises** which causes interruption of or interference with the **Your Business** at the **Premises**, **We** will pay to **You** the amount of loss resulting from the interruption or interference caused by the **Damage**, in accordance with the provisions of the insurance, provided that
- (i) payment has been made or liability admitted for the **Damage** under an insurance covering the **Your** interest in the **Property Insured** or
  - (ii) payment would have been made or liability admitted for the **Damage** but for the operation of a proviso in such insurance excluding liability for losses below a specified amount.

**Our** liability in any one **Period of Insurance** shall not exceed in the whole the **Total Sum Insured** or, in respect of any item, its **Sum Insured** or any other stated **Limit of Liability**.

- (b) If **Damage** by a **Defined Peril** shown as applicable on the **Policy Schedule**, or as endorsed thereon, occurs at the **Premises** which prevents **You** from tracing or establishing customers' outstanding debit balances, in whole or in part due to **You**, **We** will pay to **You** the amount of the loss resulting from the **Damage** in accordance with the provisions of the insurance.

**Our** liability in any one **Period of Insurance** shall not exceed, in the whole, the **Sum Insured**.

### Section 2 Covers Provided

The following covers are provided if stated as such in the **Policy Schedule**.

#### Gross Profit

Subject to the Special Provisions below, **We** will pay as indemnity

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

### Special Provisions

#### 1. Alternative Trading

If, during the **Indemnity Period**, goods are sold or services rendered elsewhere than at the **Premises** for the benefit of the **Business**, either by **You** or by others on **Your** behalf, the money paid or payable

in respect of such sales or services shall be taken into account in arriving at the **Turnover** during the **Indemnity Period**.

## 2. Savings

If any of the charges or expenses of the **Business** payable out of **Gross Profit** cease or reduce in consequence of the **Damage**, the amount of such savings during the **Indemnity Period** shall be deducted from the amount payable.

## 3. Underinsurance

If the **Sum Insured** is less than the **Insurable Amount** the amount payable shall be proportionately reduced.

## Gross Revenue

Subject to the Special Provisions, below **We** will pay as indemnity

- (a) in respect of loss of **Gross Revenue**  
the amount by which the **Gross Revenue** during the **Indemnity Period** shall in consequence of the **Damage** fall short of the **Standard Gross Revenue**
- (b) in respect of Increase in Cost of Working;  
the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the loss of **Gross Revenue** which, but for that expenditure, would have taken place during the **Indemnity Period** in consequence of the **Damage** but not exceeding the total of the amount of the reduction in **Gross Revenue** thereby avoided.

## Special Provisions

### 1. Alternative Trading

If, during the **Indemnity Period**, goods are sold or services rendered elsewhere than at the **Premises** for the benefit of the **Business**, either by **You** or by others on **Your** behalf, the money paid or payable in respect of such sales or services shall be taken into account in arriving at the **Gross Revenue** during the **Indemnity Period**.

### 2. Savings

If any of the charges or expenses of the **Business** payable out of **Gross Revenue** cease or reduce in consequence of the **Damage**, the amount of such savings during the **Indemnity Period** shall be deducted from the amount payable.

### 3. Underinsurance

If the **Sum Insured** is less than the **Insurable Amount** the amount payable shall be proportionately reduced.

## Outstanding Debit Balances

Subject to the Special Provisions below, **We** will pay as indemnity:

- (a) the difference between the outstanding debit balances and the total of the amounts received or traced in connection with such balances and
- (b) the additional expenditure incurred, with **Our** consent, in tracing and establishing customers' debit balances after the **Damage** with adjustment for

- (c) bad debts
- (d) amounts debited (or invoiced but not debited) and credited (including credit notes and cash not passed through the books at the time of **Damage**) to the credit accounts of the **Business** in the period between the date to which the last monthly record relates and the date of the **Damage** and
- (e) any abnormal condition of trade which had, or could have had, a material effect on the **Business**, so that the figures thus adjusted shall represent, as nearly as reasonably practicable, those which would have been obtained at the date of the **Damage** had the **Damage** not occurred.

## Special Provisions

### 1. Duplicate Records

**You** must maintain a record, elsewhere than in the building in which the original records are kept, showing the total amount outstanding in the credit accounts of the **Business** at the end of each month and, in the event of **Damage** giving rise to a claim, shall supply that record to **Us**.

### Additional Cost of Working only

**We** will pay as indemnity the additional expenditure necessarily and reasonably incurred in order to minimise any interruption or interference with the **Business** during the **Indemnity Period** in consequence of the **Damage**.

### Gross Rent

Subject to the Special Provisions below, and in respect of **Buildings** which have suffered **Damage**, **We** will pay as indemnity

- (a) the loss of **Rent** receivable being the actual amount of the reduction in rent receivable by **You**, during the **Indemnity Period**, solely in consequence of the **Damage**
- (b) the loss of **Rent** payable being the actual amount of the **Rent** which continues to be payable by **You** in respect of the **Building** or portions of the **Building** whilst unfit for occupation, during the **Indemnity Period**, solely in consequence of the **Damage**
- (c) the additional expenditure, being the expenditure necessarily and reasonably incurred in consequence of the **Damage** solely to avoid or minimise the loss of **Rent** during the **Indemnity Period** but not exceeding the amount of the reduction avoided by such expenditure.

However, **Our** liability shall be limited to the loss suffered within the **Maximum Indemnity Period** commencing from the date of the **Damage**.

## Special Provisions

### 1. Savings

If any of the charges or expenses of the **Business** payable out of **Gross Rent** cease or reduce in consequence of the **Damage** the amount of such savings during the **Indemnity Period** shall be deducted from the amount payable.

### 2. Underinsurance

If the **Sum Insured** is less than the **Insurable Amount** the amount payable shall be proportionately reduced.

**Additional Increase in Cost of Working**

**We** will pay as indemnity the additional expenditure beyond that recoverable under part (b) of **Gross Profit** or **Gross Revenue** or part (c) of **Gross Rent** necessarily and reasonably incurred in consequence of **Damage**, as insured, for the sole purpose of avoiding or diminishing any interruption to or interference with the **Business** which would have occurred during the **Indemnity Period** but for that expenditure.



## Extensions applicable to Section 2

The insurance provided by Section 2 is extended as follows subject to the Terms, Conditions, Exclusions and **Endorsements** of both this Section and the **Policy**.

### 1. Automatic Reinstatement of Sum Insured

In consideration of the **Sum Insured** by any item hereof not being reduced by the amount of any loss, **You** undertake to pay the appropriate additional premium on the amount of any loss from the date thereof to the date of the expiry of the **Period of Insurance**.

### 2. Contract Premises

The insurance provided by Section 2 is extended to include **Damage**, as insured, at any situation in the Republic of Ireland not occupied by **You** but where **You** are carrying out a contract.

The **Limit of Liability** shall not exceed 10% of the **Total Sum Insured** by Section 2 or €250,000 whichever is less.

### 3. Denial of Access

The insurance provided by Section 2 is extended to include direct interruption or interference with the **Business** in consequence of **Damage**, as insured, to the surrounding areas and/or to property within the immediate vicinity of **Your Premises** which shall prevent or hinder the use thereof, whether **Your Premises** or **Your** property shall be **Damaged** or not.

The **Limit of Liability** shall not exceed 10% of the **Total Sum Insured** by Section 2 or €250,000 whichever is less.

### 4. Engineering Plant

The insurance provided by Section 2 is extended to include direct or indirect interruption of or interference to the **Business**, arising out of **Damage** to property at the **Premises**, caused by explosion any boiler, not being used for domestic purposes only, or economiser on the **Premises** provided that, at the time of the happening of the **Damage**, there shall be in force an insurance covering **Your** interest in such property against such **Damage** and that payment shall have been made or liability admitted under that insurance.

### 5. Loss of Attraction

The insurance provided by Section 2 is extended to include loss resulting from interruption of or interference to the **Business** in consequence of **Damage** at property within the immediate vicinity of the **Premises**, such **Damage** directly resulting in a diminished attraction to customers, and solely in consequence thereof an identifiable reduction in **Your Business**.

The **Limit of Liability** shall not exceed 10% of the **Total Sum Insured** by Section 2 or €250,000 whichever is less.

### 6. Murder, Suicide, Food or Drink Poisoning, Vermin or Specified Diseases.

The insurance provided by Section 2 is extended to include reasonable pecuniary loss or expenses incurred by **You** resulting from interruption of or interference with the **Business** arising from restrictions on the use of the **Premises** on the order of the competent police or local/health authority in consequence of;

- (a) any incident of murder or suicide at the **Premises**
- (b) the discovery of vermin or pests at the **Premises**
- (c) any incident of injury or illness attributable to food or drink supplied from the **Premises**
- (d) any occurrence of a Specified Disease at the **Premises**
- (e) any discovery of an organism at the **Premises** likely to result in the occurrence of a Specified Disease at the **Premises**.

The maximum amount payable by **Us** under this Extension shall not exceed 10% of the **Total Sum Insured** by Section 2 or €50,000 whichever is less, in any one **Period of Insurance**.

Specified Disease shall mean illness sustained by any person resulting from acute encephalitis, acute infectious hepatitis, acute meningitis, acute poliomyelitis, anthrax, bubonic plague, chicken pox, cholera, diphtheria, dysentery, haemolytic uraemic syndrome, legionellosis, legionnaires disease, leprosy, leptospirosis, malaria, measles, meningococcal infection, mumps, ophthalmia neonatorum, paratyphoid fever, rabies, rubella, scarlet fever, small pox, streptococcal disease, tetanus, tuberculosis, typhoid fever, typhus, viral hepatitis, whooping cough or yellow fever.

For the purpose of this Extension

- (a) Indemnity Period shall mean the period during which the results of the **Business** shall be affected in consequence of the incident, discovery or occurrence beginning with the date from which the restrictions on the **Premises** are applied (or in the case of (a) or (b) above, with the date of the incident or discovery) and ending no later than the maximum Indemnity Period of six months.
- (b) In the event that the **Policy** includes an extension which deems **Damage** at locations other than **Your Premises** to be insured, such locations shall not be covered by this Extension.
- (c) **We** shall not be liable under this Extension for any costs incurred in the cleaning, repair, replacement, recall or checking of property.
- (d) **We** shall only be liable for loss arising at those **Premises** which are directly affected by the incident, discovery or occurrence.

### 7. Non-Invalidation

The insurance provided by this Section shall not be invalidated by any act or omission or by any alteration whereby the risk of **Damage** is increased unknown to **You** or beyond **Your** control provided that **You**, immediately **You** become aware thereof, shall give notice to **Us** and pay any additional premium as may be required.

### 8. Payments on Account

Payments on account will be made monthly to **You**, if desired.

### 9. Professional Accountants

Any particulars or details contained in **Your** books of account, or other business books or documents, which may be required by **Us** for the purpose of investigation or verifying any claim hereunder may be produced by professional accountants if, at the time, they are regularly acting as such for **You** and their report shall be prima facie evidence of the particulars and details to which such report relates. **We** will pay to **You** the reasonable charges payable by **You** to **Your** professional accountants for producing such particulars or details or any other proofs, information or evidence as may be required by **Us** under Section 2 and reporting that such particulars or details are in accordance with the **Your** books of account or other business books or documents, provided that the sum of the amount payable

under this Extension and the amount otherwise payable under Section 2 shall in no case exceed the **Total Sum Insured** by Section 2.

#### 10. Public Utilities

The insurance provided by Section 2 is extended to include direct or indirect interruption or interference with the **Business** arising out of **Damage** to property at any

- (a) generating station or sub-station of the public electricity supply undertaking
- (b) land based premises of the public gas supply undertaking or of any natural gas produced linked directly therewith
- (c) water works or pumping station of the public water supply undertaking

from which **You** obtain electricity, gas or water, all in the Republic of Ireland and Northern Ireland.

The **Limit of Liability** shall not exceed 10% of the **Total Sum Insured** by Section 2 or €250,000 whichever is less.

#### 11. Storage Sites

The insurance provided by Section 2 is extended to include **Damage**, as insured, at any situation in the Republic of Ireland not owned or occupied by **You** but which are used by **You** solely for storage purposes.

The **Limit of Liability** shall not exceed 10% of the **Total Sum Insured** by Section 2 or €250,000 whichever is less.

#### 12. Unspecified Suppliers or Unspecified Customers

The insurance provided by Section 2 is extended to include **Damage**, as insured, at the premises of any of **Your** direct suppliers or customers in the Republic of Ireland.

The **Limit of Liability** shall not exceed 10% of the **Total Sum Insured** by Section 2 or €250,000 whichever is less.

## Additional Conditions applicable to Section 2

### 1. Accountancy Interpretations

- (a) The amounts of the opening and closing stocks and work in progress shall be arrived at in accordance with **Your** normal accountancy interpretations, due provision being made for depreciation.
- (b) To the extent that **You** are accountable to the tax authorities for Value Added Tax all items in this Section shall be exclusive of such tax.
- (c) For the purpose of any Definitions applying to this Section, where relevant, any adjustment implemented in current cost accounting shall be disregarded.

### 2. Accumulated Stocks

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

## Section 3 – Money Insurance

This insurance is operative only if stated as such in the **Policy Schedule**.

### Section 3 Insuring Agreement

We will indemnify **You**, up to the **Limit of Liability**, for **Damage to Money** and property described below, occurring during the **Period of Insurance**.

Item	Description
1	<p><b>Money</b> on the <b>Premises</b> during <b>Business Hours</b> or <b>In Transit</b> or at any of <b>Your</b> contract sites during <b>Business Hours</b> or in a bank night safe or thereafter until at the bank's risk.</p> <p><b>Limit of Liability:</b> As stated in the <b>Policy Schedule</b>.</p>
2	<p><b>Money</b> on the <b>Premises</b> out of <b>Business Hours</b> in a locked safe or strongroom.</p> <p><b>Limit of Liability:</b> The manufacturer's recommended limit or as shown in the <b>Policy Schedule</b>, whichever is less.</p>
3	<p><b>Money</b> on the <b>Premises</b> out of <b>Business Hours</b> not in a locked safe or strongroom.</p> <p><b>Limit of Liability:</b> €1,270</p>
4	<p><b>Money</b> in <b>Your</b> residence or that of any of <b>Your</b> directors, partners or <b>Employees</b>.</p> <p><b>Limit of Liability:</b> €1,270</p>
5	<p><b>Non-Negotiable Money</b></p> <p><b>Limit of Liability:</b> €350,000</p>
6	<p><b>Damage</b>, following theft or attempted theft, to clothing and personal effects (not exceeding €100 in personal cash), belonging to <b>You</b> or any of <b>Your</b> directors, partners or <b>Employees</b>, whilst engaged in the <b>Business</b>.</p> <p><b>Limit of Liability:</b> €1,270 per person</p>
7	<p><b>Damage</b>, following theft or attempted theft, to any postal or franking machine, strongroom, safe or any container or waistcoat used for the carriage of <b>Money</b>, belonging to <b>You</b> or for which <b>You</b> are responsible.</p> <p><b>Limit of Liability:</b> The reasonable cost of repair or reinstatement.</p>

### Extensions applicable to Section 3

The insurance provided by Section 3 is extended as follows subject to the Terms, Conditions, Exclusions and **Endorsements** of both this Section and the **Policy**.

#### 1. Personal Accident Assault

Subject to the Special Conditions below, **We** will pay the appropriate amount to **You**, in accordance with the number of units of cover shown in the **Policy Schedule**, and the benefits shown below, if an **Insured Person**, whilst engaged in the **Business** and as a direct result of theft or attempted theft, sustains **Bodily Injury** during the **Period of Insurance**.

Contingency	Benefit per unit of cover
Death	€20,000
<b>Loss of Limb or Loss of Sight</b>	€20,000
<b>Permanent Total Disablement</b>	€20,000
<b>Temporary Total Disablement.</b>	€250 per week for a maximum of 104 weeks in total which need not necessarily be consecutive.
<b>Medical Expenses</b>	€2,500

However, **We** will not pay the benefit if

- (a) **Bodily Injury** is sustained by any person under 16 years of age or after the expiry of the **Period of Insurance** during which such person reaches the age of 80 years
- (b) **Bodily Injury**, results from or is contributed to by the **Insured Person** having a physical or mental defect of any sort, which was known to either **You** or the **Insured Person** when this insurance was incepted, or at renewal, unless the defect has been notified in writing to and accepted by **Us**.

#### Special Conditions

- (a) no benefit shall be payable due solely to inability to take part in sports or pastimes
- (b) no sum payable shall carry interest
- (c) the amount payable per week for **Temporary Total Disablement** shall not exceed the **Insured Person's** pre-injury weekly earnings from the **Business**
- (d) benefit will not be payable for any one **Insured Person** for more than one of death, **Loss of Limb** or **Loss of Sight** or **Permanent Total Disablement** in consequence of the same occurrence of **Bodily Injury**
- (e) on the happening of any occurrence giving rise to a claim under death, **Loss of Limb** or **Loss of Sight** or **Permanent Total Disablement** this Extension shall thereafter cease to apply to that **Insured Person**
- (f) no benefit shall be payable in respect of **Permanent Total Disablement** unless it has lasted for 104 weeks and has been proven, to **Our** satisfaction, to be permanent and without expectation of recovery
- (g) a **Deferment Period** of two weeks applies in respect of **Temporary Total Disablement**.

### Additional Conditions applicable to Section 3

#### 1. Escort Condition

The following precautions must be adopted whenever **Money** is **In Transit**.

Amount <b>In Transit</b>	Minimum number of <b>Custodians</b> to accompany transits
Up to €5,000	1
€5,001 - €10,000	2
€10,001 - €15,000	3
€15,001 and over	Specialist Security Carrier

### Additional Exclusions applicable to Section 3

**We** will not be liable for

- (a) loss resulting from any form of payment which proves to be counterfeit, false, fraudulent, invalid, uncollectible or irrecoverable for any reason
- (b) **Damage** arising from the dishonesty of any **Employee** unless such **Damage** is discovered within fourteen days of its occurrence
- (c) loss resulting directly or indirectly from forgery, fraudulent alteration, substitution or fraudulent use of a computer or electronic transfer
- (d) loss covered more specifically by a Fidelity Guarantee or Theft by Employee policy of insurance
- (e) any shortage due to error or omission
- (f) loss from an unattended vehicle
- (g) **Damage** occurring outside the **Territorial Limits**.

## Section 4 - Theft by Employee Insurance

This Section is operative only if stated as such in the **Policy Schedule**.

### Section 4 Insuring Agreement

**We** will indemnify **You**, up to the **Limit of Indemnity**, against

- (a) direct loss of **Property**, belonging to **You** or for which **You** are legally responsible, caused by any **Fraudulent Act**, committed within the **Territorial Limits** and during the **Period of Insurance** by any **Employee**, and discovered not later than 24 months after the termination of this insurance
- (b) auditors fees, necessarily and reasonably incurred, with **Our** written consent solely to substantiate the amount any loss
- (c) the reasonable cost of re-writing or amending software programs or systems where such re-writing or amending is necessary to correct the programs or amend the security codes following the fraudulent use of computer hardware or software programs or computer systems, the subject of a valid claim for which **We** have admitted liability

provided that

- (d) **Our** liability in respect of any **One Claim** shall not exceed the **Limit of Indemnity**
- (e) **Our** liability in respect of any one **Period of Insurance** shall not exceed the **Limit of Indemnity**
- (f) irrespective of the number of **Periods of Insurance** this insurance, or any succeeding insurance of a like nature, shall remain in force, **Our** liability shall not exceed the **Limit of Indemnity** and the **Limit of Indemnity** in respect of any **One Claim** shall be that applying at the time of the committing of the **Fraudulent Act** or, if a series of related acts, then the last in the series
- (g) where **We** are liable to indemnify more than one entity, the total amount payable by **Us** shall not exceed the **Limit of Indemnity**.

### Section 4 Basis of Settlement

The amount payable by **Us** as indemnity shall be

- (a) in respect of **Securities**;  
the actual cash value thereof at the close of business on the business day immediately preceding the day on which the loss was discovered or the actual cost of replacing the **Securities**, whichever is less
- (b) in respect of property other than **Securities**;  
the actual cash value of such property or, at **Our** option, the actual cost of repairing such property or replacing same with property or material of like quality and value.



### Extensions applicable to Section 4

The insurance provided by Section 4 is extended as follows subject to the Terms, Conditions, Exclusions and **Endorsements** of this Section and the **Policy**.

#### 1. Previous Insurance

If this insurance immediately supersedes a Theft by Employee or Fidelity insurance effected by **You** (known as the Superseded Insurance) **We** will indemnify **You** in respect of any loss discovered during the continuation of this insurance, but committed during the continuation of the Superseded Insurance, if the loss is not recoverable thereunder solely because the **Period of Insurance** has expired provided that

- (a) such insurance had been continuously in force from the time of the loss until inception of this Section
- (b) the loss would have been insured by this insurance had it been in force at the time of the loss
- (c) **Our** liability shall not exceed whichever is the lesser of
  - (i) the amount recoverable under the insurance in force at the time of the loss or
  - (ii) the **Limit of Indemnity** under this insurance

In any event, **Our** total liability in respect of any **One Claim** continuing through both the term of the Superseded Insurance and the continuation of this insurance shall not exceed the **Limit of Indemnity** applicable under this insurance.

## Additional Conditions applicable to Section 4

### 1. Employee's Money

Any money of the **Employee** in **Your** hands, upon discovery or becoming aware of any loss, and any money which, but for the **Employee's Fraudulent Act**, would have been due to the **Employee** from **You** shall, insofar as is legally possible, be deducted from the amount of the loss before a claim is made under this insurance.

### 2. Minimum Standards of Control

#### **You**

- (a) must ensure that the Minimum Standards of Control detailed below are in force and operated
- (b) must not make any change to these Minimum Standards of Control without **Our** prior written approval
- (c) must instruct all **Employees** as to their duties or responsibilities in respect of these Minimum Standards of Control and enforce compliance
- (d) must maintain these Minimum Standards of Control in full operation throughout the currency of this insurance unless **We** are advised and **Our** written consent obtained.

#### **Minimum Standards of Control**

##### (a) Audit of Accounts

- (i) **Your** accounts including, if applicable, those of **Your** subsidiary companies, shall be examined by external auditors every twelve months.
- (ii) All recommendations or alternatives acceptable to the auditors must be implemented without delay.

##### (b) Cash and Petty Cash

Cash in hand and petty cash must be checked independently of **Employees** responsible, at least monthly and, additionally, without warning every six months.

##### (c) Cash Receipts

**Employees** receiving cash and cheques in the course of their duties shall be required to remit all monies received and bank in full on the day of receipt or the next banking day.

##### (d) Cheque signing

- (i) All manually prepared cheques or other bank instruments drawn for an amount exceeding €25,000 must have two manually applied signatures added after the amount has been inserted. No cheque, transfer instruction or other instrument to be signed until one signatory has examined the documentation supporting the request.
- (ii) In the case of computer or machine prepared cheques or other bank instruments, the supporting documentation must be examined and authorised before the requisition for the cheque or instrument is input. All such cheques or instruments drawn for an amount exceeding €25,000 require one manually applied signature added after the cheque or instrument is prepared.
- (iii) **Your** bankers must be advised of the above signature requirements.

(e) Computer Security and Electronic Funds Transfer

- (i) Security checks must be built into all computer functions and reconciliations made, as necessary.
- (ii) Responsibility for the authorisation of transactions, processing of transactions and handling of output will be separate actions and each action will be carried out by different **Employees** acting independently of each other.
- (iii) A single **Employee** must not be permitted to release electronic transfer instructions to the bank. A second **Employee**, with higher authority, must check and authorise the instructions before release. Entries by each **Employee** must be authorised by password and each **Employee** authorised to undertake these activities must be allocated a unique password. The appropriate authority limits per **Employee** must be built into the computer program.

(f) Ordering goods

The ordering of stock, the recording of receipts of stock and the authorisation of payment for stock will be separate actions and each action will be carried out by different **Employees** acting independently of each other.

(g) Payroll

- (i) The cost of the payroll must be subject to an independent check, before payment, to ensure that the total amount drawn is correct.
- (ii) At least quarterly, and independently of persons responsible, the payroll must be checked to minimise the possibility that fictitious names and enhanced payments have been included.

(h) Reconciliation

Independently of **Employees** responsible, bank statements, receipts, counterfoils and supporting documents shall be checked, at least monthly, against the cash book entries and balance tested with cash and unrepresented cheques.

(i) References

- (i) **You** must obtain satisfactory written or verbal references to confirm the honesty of each **Employee** who is or becomes responsible for, **Property**, accounts, computer operations or computer programming and employed after the commencement of the cover provided by this Section.
- (ii) Such references shall be obtained directly from former employers for the three years immediately preceding the start of employment before the **Employee** is entrusted to work without supervision.
- (iii) References need not be obtained for **Employees** who have satisfactorily and continuously served **You** for at least one year in another capacity before being entrusted with the duties referred to above.

(j) Statements of Account

Statements of account for all amounts due will be issued at least monthly and direct to customers independently of **Employees** receiving or collecting monies.

(k) Stocktaking

There must be a physical check on all stock held against verified stock records, independently of the **Employees** responsible, at intervals of not more than twelve months, or six months in the case of non-ferrous metals, wines and spirits and cigarettes or tobacco.

(l) Termination of Employment

Upon the termination of service of any **Employee**, **You** must take all reasonable precautions to prevent **Fraudulent Acts** by that **Employee**.

**3. Recoveries**

Any monies effected by **You**, less any costs incurred in recovery, shall accrue

- (a) in the event that **Your** claim has exceeded the **Limit of Indemnity**, firstly to **Your** benefit to reduce or extinguish the amount of **Your** loss (but not in respect of the amount of the **Excess**)
- (b) thereafter to **Our** benefit to the extent of the claim paid or payable
- (c) finally to **Your** benefit where the **Excess** had been deducted from the claim.

**4. Renewal Procedure**

- (a) Prior to renewal date each year, **We** may request **You** to complete a declaration form and/or provide additional information upon request.
- (b) The renewal premium for this Section (and, if applicable, any adjustment of premium for the past year) will be calculated on the information provided by **You**.
- (c) Renewal of this Section may not, at **Our** option, be invited unless a satisfactory declaration is received by **Us**, when requested, prior to renewal date. Failure to submit a declaration form prior to renewal, when requested, or submission of an unsatisfactory declaration, will cause the insurance provided by this Section to be lapsed from renewal date.

**Additional Exclusions applicable to Section 4**

**We** will not be liable for

- (a) salary, commissions, fees, bonuses, promotions, awards, profit sharing, pensions or other earnings or benefits earned in the normal course of employment
- (b) profits, dividends or other income or interest
- (c) loss of interest, taxes, penalties, fines, damages or consequential loss of any kind
- (d) **Damage** to proprietary information, confidential processing methods, trade secrets, intellectual property or other confidential information of any kind
- (e) any loss arising from private work undertaken by any **Employee** for any of **Your** directors, partners, equity partners, members or **Employees**
- (f) loss arising from a **Fraudulent Act** committed by
  - (i) any **Employee** or director who controls more than five per cent of **Your** voting share capital at the time of committing the **Fraudulent Act**
  - (ii) any of **Your** equity partners, partners or members, whether acting alone or **Acting in Collusion** with another **Employee** or with other persons
- (g) any loss which is alleged solely on the basis of
  - (i) a profit and loss comparison or
  - (ii) a comparison of inventory records with an actual physical count
- (h) any further **Fraudulent Act** committed by an **Employee** subsequent to the date of discovery of a **Fraudulent Act** for which cover is provided by this Section
- (i) any loss or losses caused by the fraudulent use of the telephone or other telecommunication system operated by **You**
- (j) any loss which, in **Our** opinion, is more specifically provided for by any other Section of this **Policy** or another policy of insurance.

## Section 5 – All Risks Insurance

This Section is operative only if stated as such in the **Policy Schedule**.

### Section 5 Insuring Agreement

If, during the **Period of Insurance**, the **Property Insured** described in the **Policy Schedule** suffers **Damage**, as insured, within the **Territorial Limits**, **We** will pay **You** the cost of reinstatement or, at **Our** option, reinstate or replace such **Property Insured**.

**Our** liability under this Section during any one **Period of Insurance** shall not exceed:

- (a) in respect of any one item, its **Sum Insured**
- (b) in respect of all **Damage**, the **Total Sum Insured** by Section 5.

### Section 5 Basis of Settlement

Subject to the Special Provisions below, **We** will pay **You** the cost of reinstatement being:

- (a) where the **Property Insured** is destroyed – the cost of replacement by similar property
- (b) where the **Property Insured** is damaged – the cost of repairing or restoring the damaged portions

all to a condition substantially the same but not better or more extensive than its condition when new.

### Special Provisions

#### 1. Partial Damage

Where **Damage** occurs to only part of the **Property Insured**, **Our** liability shall not exceed the amount which **We** would have been liable to pay had the **Property Insured** been wholly destroyed.

#### 2. Reinstatement

- (a) If **We** elect or become bound to reinstate or replace any **Property Insured**, **You** must, at **Your** own expense, produce and give to **Us** all such plans, documents, books and information as **We** may reasonably require.
- (b) **We** shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner.

#### 3. Underinsurance

If the **Sum Insured** shall, at the commencement of any **Damage**, be less than the value of the property covered, the amount payable by **Us** in respect of such **Damage** shall be proportionately reduced.

### Additional Exclusions applicable to Section 5

We will not be liable for

- (a) **Damage** to any **Property Insured** that is caused by
  - (i) its own faulty or defective design or materials
  - (ii) inherent vice, latent defect, wear and tear or frost
  - (iii) corrosion, mildew, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin, pests or insects or atmospheric or climatic changes
  - (iv) change in temperature, colour, flavour, texture or finish
  - (v) mechanical or electrical breakdown or derangement
 but not such **Damage** or subsequent **Damage** which itself results from other **Damage** which is covered by this insurance
- (b) **Damage** to jewellery, precious stones, precious metals, bullion, furs, curiosities, works of art or rare books
- (c) **Damage** caused by alterations, maintenance, repairs or any process of cleaning or restoring to which the **Property Insured** is subjected
- (d) **Damage** caused by counterfeit, substitute or foreign coins
- (e) **Damage** to the contents of machines, unless such contents are specified in the **Policy Schedule**
- (f) **Damage** as a result of any person obtaining any **Property Insured** by deception
- (g) breakage of electrical valves, bulbs or tubes, unless forming part of the **Property Insured** and fixed therein and happening as a result of **Damage** to such **Property Insured**
- (h) theft of any **Property Insured** left unattended in the open
- (i) depreciation, consequential loss or consequential **Damage** of any kind or description
- (j) **Damage** to electrical plant or apparatus caused by self-ignition, but this exclusion shall only apply to that part of the electrical plant or apparatus in which self-ignition occurs
- (k) **Damage** to **Money** or **Securities** of any kind
- (l) **Damage** to **Property Insured** resulting from it undergoing any process of production, packing, treatment, testing, commissioning, servicing or repair
- (m) **Damage** caused by disappearance, unexplained or inventory shortage, misfiling, or misplacing of information or by theft by an **Employee**
- (n) **Damage** to vehicles licensed for road use (including attached accessories), caravans, trailers, railway locomotives, rolling stock, watercraft, or aircraft
- (o) **Damage** directly or indirectly occasioned by or happening through or in consequence of riot or civil commotion elsewhere than within the Republic of Ireland, Great Britain, the Channel Islands, or the Isle of Man
- (p) **Damage** due to theft or attempted theft while the **Property Insured** is in an unattended vehicle unless
  - (i) doors are locked and windows, sunroofs and other openings are fully closed and properly fastened and other means of access to the vehicle, including the boot, are locked
  - (ii) the vehicle is in a locked garage or compound overnight
  - (i) the **Property Insured** is concealed from view in a locked glove compartment, locked boot or covered luggage compartment in a motor car or in an enclosed luggage area of a van or lorry
  - (ii) any alarm system fitted to the vehicle is activated
  - (iii) entry to or access to the vehicle has been gained by forcible or violent means.

## Section 6 - Computer Insurance

This Section is operative only if stated as such in the **Policy Schedule**.

### Subsection 1 Property Damage

#### Subsection 1 Insuring Agreement

In the event of **Damage** to **Property** which occurs during the **Period of Insurance** and within the **Territorial Limits**, **We** will pay to **You** the value of the loss on the basis described in this Subsection.

#### Item 1 Equipment and Media

**Computer Equipment, Auxiliary Computer Equipment and Computer Media.**

#### Item 2 Portable Computer Equipment

**Portable Computer Equipment.**

#### Subsection 1 Limit of Liability

**Our** liability under this Subsection 1 shall not exceed

- (a) the Sums Insured stated in the **Policy Schedule** in respect of the item of **Property** described above at each **Covered Location** and, in addition (b) the amounts shown in the Extensions of this Section

in respect of any one **Accident** or series of **Accidents** arising from one occurrence of **Damage**.

#### Subsection 1 Basis of Settlement

The amount payable under Subsection 1 shall be the cost of reinstatement of the **Damaged Property** to its condition when new, provided that:

- (a) reinstatement shall mean
- (i) where the property is lost or damaged beyond economic repair – replacement by property having the nearest higher performance and/or capacity to the property lost or damaged
  - (ii) where the property is otherwise damaged – the cost of repairing or restoring the damaged portions to a working condition substantially the same as but no better than its condition when new
- (b) reinstatement shall be carried out without delay and in the most economical manner
- (c) where the property is damaged in part only **Our** liability shall not exceed the cost of reinstatement had it been wholly damaged
- (d) the amount payable shall not exceed the new replacement value of the property **Damaged**
- (e) if reinstatement is not carried out, the amount payable shall be the cost of indemnifying **You** provided that such cost does not exceed the cost of reinstatement
- (f) where **Damage** is confined to part of any piece of equipment **We** shall be liable for the value of that part plus the cost of any necessary dismantling and erection for which **You** are responsible.



## Special Provisions applicable to Subsection 1

### 1. Underinsurance

If, at the time of **Damage**, the Sum Insured by any item, as stated in the **Policy Schedule**, is less than the sum representing 85% of its new replacement value, **You** shall be considered as being **Your** own insurer for the difference and shall bear a rateable share of the **Damage** accordingly.

### Extensions applicable to Subsection 1

The insurance provided is extended as follows subject to the Terms, Conditions, Exclusions and **Endorsements** of both this Section and the **Policy**, to indemnify **You** in respect of

#### 1. Additional Equipment

additions to Item 1 occurring during the **Period of Insurance**, at no additional charge, provided that their value is included in the next renewal declaration.

Subject to a maximum amount payable in any one **Period of Insurance** of €300,000 or 10% of the Total Sum Insured stated in the **Policy Schedule** for Item 1, whichever is less.

#### 2. Debris Removal

costs and expenses necessarily and reasonably incurred by **You** in consequence of **Damage** to Item 1 in

- (a) removing debris
- (b) dismantling and/or demolishing
- (c) shoring up or propping and fencing off.

The maximum payable in respect of any one **Accident** is €75,000 or 10% of the Total Sum Insured stated in the **Policy Schedule** for Item 1, whichever is less.

#### 3. Emergency Repairs

the cost incurred by **You** in taking exceptional measures, that are reasonable, to avoid or reduce impending loss or **Damage** which would have resulted in a claim under this Subsection provided that

- (a) the impending **Damage** did not arise from any defect in the insured **Property**
- (b) the impending **Damage** did not arise from a reasonably foreseeable cause
- (c) the **Damage** would have been the natural outcome to be expected in the absence of the measures taken
- (d) **We** are satisfied that **Damage** which would have been insured under this Subsection has been avoided or reduced in consequence of the measures taken
- (e) **Our** liability shall not exceed the cost which would have been incurred had the measures not been taken and **Damage** insured by this Subsection had occurred.

#### 4. Incompatibility of Computer Media

the cost of

- (a) the modification of **Computer Equipment** or
- (b) the replacement of **Computer Media** together with the restoration of data or software on such media

whichever is less, to achieve compatibility in the event that **Damage to Computer Equipment** results in undamaged **Computer Media** being incompatible with the replacement **Computer Equipment**.

The maximum amount payable in respect of any one incident of **Damage** is €75,000 or 10% of the Total Sum Insured stated in the **Policy Schedule** for Item 1, whichever is less.

#### 5. Investigation Costs

the costs (including consultants' fees) incurred in consequence of **Damage** to property under Item 1, with **Our** prior consent, in conducting investigations and tests in respect of possible repair (whether or not successful), replacement or restoration options.

The maximum amount payable in respect of any one incident of **Damage** is €75,000 or 10% of the Total Sum Insured stated in the **Policy Schedule** for Item 1, whichever is less.

#### 6. Recharging of Gas Cylinders

the cost of recharging gas cylinders installed solely for the protection of the insured **Property** and for which **You** are legally responsible following accidental discharge but excluding discharge arising

- (a) during repairs or alterations to the building in which the cylinders are situated
- (b) during installation, repair, removal, alteration, extension or testing of all or part of the gas flooding system
- (c) during the operation of the gas flooding system with the intention of preventing or extinguishing fire.

The maximum amount payable in respect of any one incident of **Damage** is €75,000 or 10% of the Total Sum Insured stated in the **Policy Schedule** for Item 1, whichever is less.

#### 7. Transit

**Damage to Computer Equipment, Auxiliary Computer Equipment and Computer Media** whilst in transit anywhere in the world.

The maximum amount payable in respect of any one incident of **Damage** is €75,000 or 10% of the Total Sum Insured stated in the **Policy Schedule** for Item 1, whichever is less.

## Exclusions applicable to Subsection 1

We will not indemnify You for

### 1. Breakdown or Derangement

**Damage to Property** (other than desktop computers) caused by its own breakdown or derangement unless there is a **Maintenance Agreement** in force.

### 2. Guarantee or Maintenance Agreement

**Damage** recoverable under any guarantee or **Maintenance Agreement**.

### 3. Repair Costs

the cost of repairs undertaken without **Our** written consent except in urgent cases where it has been necessary to effect minor repairs or as provided for under Extension 3 (Emergency Repairs) of this Subsection.

## Subsection 2 Additional Expenditure and Loss of Gross Revenue

### Subsection 2 Insuring Agreement

If the operations of **Your Business** are interrupted or interfered with in consequence of an **Accident** occurring during the **Period of Insurance**, **We** will pay to **You** the amount of the loss resulting from such interruption or interference.

### Subsection 2 Covers Provided

Subject to the Special Provisions below **We** will pay the following as indemnity:

#### Item 3 Recompilation of Data

The costs necessarily and reasonably incurred by **You** to reinstate data or software or replace third party propriety software, provided such costs result directly from an **Accident** during the **Period of Insurance**.

#### Item 4 Additional Cost of Working

The expenditure necessarily and reasonably incurred, during the **Indemnity Period**, to prevent or minimise the interruption of or interference with the work normally carried out by or on the **Computer Equipment**, in consequence of an **Accident** for which cover is provided by this Section, and which manifests itself during the **Period of Insurance**, but excluding any additional expenditure more specifically described under Item 3 or Item 5.

#### Item 5 Loss of Gross Revenue

(a) in respect of loss of **Gross Revenue**;

the amount by which the **Gross Revenue** during the **Indemnity Period** shall, in consequence of the **Accident**, fall short of the **Standard Gross Revenue**

- (b) in respect of Increase in Cost of Working;  
 the additional expenditure necessarily and reasonably incurred during the **Indemnity Period** for the sole purpose of avoiding or diminishing the loss of **Gross Revenue**, provided such expenditure shall not exceed the amount of the reduction in **Gross Revenue** thereby avoided provided that
- (i) such loss arises in consequence of an **Accident** occurring during the **Period of Insurance** and for which cover is provided under Subsection 1 or Item 3 above
  - (ii) such loss or expenditure under this Item does not apply in respect of additional expenditure more specifically described under Item 3 or Item 4.

### Subsection 2 Limit of Liability

**Our** liability, in the event of any one **Accident**, or series of **Accidents**, arising from the same occurrence of **Damage** shall not exceed, in addition to the amounts stated in the Extensions, the Total Sum Insured for each of Items 3, 4 and 5 as stated in the **Policy Schedule**.

### Special Provisions applicable to Subsection 2

#### 1. Savings

If any of the charges or expenses of the **Business** payable out of **Gross Revenue** shall cease or reduce in consequence of the **Damage** the amount of such savings during the **Indemnity Period** shall be deducted from the amount payable.

#### 2. Underinsurance

If the Sum Insured by Item 5, as stated in the **Policy Schedule**, is less than the **Insurable Amount**, the amount payable shall be proportionately reduced.

### Extensions applicable to Subsection 2

The insurance provided is extended as follows subject to the Terms, Conditions, Exclusions and **Endorsements** of both this Section and the **Policy**.

#### 1. Accountants' Fees

professional accountants' fees necessarily and reasonably incurred for producing any particulars or any other proofs, information or evidence, as may be required by **Us**, and reporting that such particulars are in accordance with **Your** books of accounts or other business books or documents.

Subject to a maximum amount payable of €15,000 in respect of any one occurrence.

#### 2. Additional Lease

additional lease or hire charges following **Damage** to **Computer Equipment**, if insured by Subsection 1, and arising out of the replacement of a lease or hire agreement for **Computer Equipment** by a new agreement for similar equipment, provided that the period in respect of which such charges shall be paid shall not extend beyond the expiry date of the original agreement, or two years, whichever is earlier.

Subject to a maximum amount payable in respect of any one occurrence of €75,000 or 10% of the Total Sum Insured stated in the **Policy Schedule** for Item 1, whichever is less.

## Exclusions applicable to Subsection 2

We will not indemnify You

### 1. Electricity Supply

in consequence of failure or fluctuation of the supply of electricity directly or indirectly due to any of the following

- (a) a deliberate act not performed for the sole purpose of safeguarding life or protecting any part of the supply system
- (b) the inability of the supplier to maintain the supply system due to industrial action
- (c) a scheme of rationing not necessitated by **Damage** to the generating or supply distribution equipment.

### 2. Exclusion Period

during the first forty-eight hours following the occurrence of an **Accident** and for which a **Maintenance Agreement** is not in force.

### 3. Incorrect Storage of Computer Media

if **You** fail to comply with the manufacturers' recommendations relating to the storage of **Computer Media**.

### 4. Telecommunication Systems

in consequence of any telecommunications system directly or indirectly due to any of the following

- (a) the use by **You** of equipment which is not approved by the telecommunications supplier
- (b) failure of any satellite before it has obtained its full operating function or when it is in, or past, the final year of its design life
- (c) atmospheric solar or lunar conditions causing temporary interference with transmission to or from any satellite
- (d) the deliberate act of any telecommunications supplier to withhold or restrict operation of the system or the inability of the supplier to maintain the system due to industrial action.

### 5. Unproven Software

if **You** use software programs on which development has not been finalised or which have not passed all testing procedures and has not been successfully proven.

## Exclusions applicable to Section 6

### We will not indemnify You

#### 1. Confiscation

in consequence of confiscation, nationalisation, requisition, destruction of or damage to **Property** by or under the order of any Government or public or local authority.

#### 2. Consequential Loss

for liquidated damages or penalties, for delay or detention, or in connection with guarantees of performance or efficiency or any other form of consequential loss or damage not specifically provided for in this Section.

#### 3. Inventory Losses or Unidentifiable Occurrence

in consequence of

- (a) disappearance or shortage only revealed when an inventory is made or
- (b) the **Property** being stolen or otherwise missing, unless such loss is identifiable by **You** with a specific occurrence which has been the subject of notification under the terms of **Policy** Condition 3 (Claims – **Your** Duties).

#### 4. Pollution or Contamination

in consequence directly or indirectly caused by pollution or contamination.

This Exclusion shall not apply to costs arising from pollution or contamination which itself results from **Damage to Property** or **Corruption of Data** which is otherwise insured by this Section.

#### 5. Programming Errors or Design Defects

for the cost of rectifying programming errors or design defects in software and any additional expenditure in consequence of such errors or defects.

This Exclusion shall not apply to additional expenditure consequent on **Corruption of Data** or other software caused by programming errors or design defects in any proprietary software.

#### 6. Property in Unattended Vehicles

in consequence of theft or attempted theft while the insured **Property** is in an unattended vehicle unless

- (a) doors are locked and windows, sunroofs and other openings are fully closed and properly fastened, and other means of access to the vehicle, including the boot, are locked
- (a) the vehicle is in a locked garage or compound overnight
- (b) the **Property** is concealed from view
  - (i) in a locked boot or covered luggage compartment in a motor car or
  - (ii) in an enclosed luggage area of a van or lorry
- (c) any alarm system fitted to the vehicle is activated.

#### 7. Scratching

for scratching of painted or polished surfaces or screens unless accompanied by other insured **Damage** to the item.

**8. Value of Data**

for the value to **You** of data stored on insured **Property**.

**9. Water Table Levels**

in consequence of changes in the water table level solely.

**10. Wear and Tear or Gradual Deterioration**

in consequence of wear and tear or gradual deterioration due to atmospheric conditions or otherwise rust corrosion or oxidation.

**Additional Conditions applicable to Section 6****1. Duplicate Records and Other Precautions**

**You** must

- (a) back up data records and update the records at least once every seven days
- (b) maintain up to date duplicate copies of software programs
- (c) store back up data records and up to date duplicate software programs away from the building where the original software programs and data are held
- (d) observe the recommendations of the manufacturer and/or supplier regarding the storage, verification and security of **Computer Media** and data therein
- (e) maintain the insured **Property** in good order and efficient operating condition
- (f) observe the instructions of the manufacturer and/or supplier for the use, operation, storage, transit and inspection of the insured **Property**.

**2. Accountancy Interpretations**

- (a) To the extent that **You** are accountable to the tax authorities for Value Added Tax all items in this Section shall be exclusive of such tax
- (b) For the purpose of any Definitions applying to this Section, where relevant, any adjustment implemented in current cost accounting shall be disregarded.

## Section 7 – Employer’s Liability Insurance

This Section is operative only if stated as such in the **Policy Schedule**.

### Section 7 Insuring Agreement

**We** will indemnify any **Person Entitled to Indemnity** in respect of any claim arising from an **Occurrence**, up to the **Limit of Indemnity**, against

- (a) their legal liability to pay damages in respect of **Bodily Injury** to any **Person Employed** caused during the **Period of Insurance** within the **Territorial Limits** and arising out of and in connection with the **Business**
- (b) their legal liability to pay claimant’s costs and expenses in connection with (a) above
- (c) all defence costs and expenses incurred, with **Our** prior written consent, which may form the subject of a claim under (a) above.

All damages and costs and expenses expressed in (a), (b) and (c) above shall be included in the **Limit of Indemnity**.



## Extensions applicable to Section 7

The insurance provided by Section 7 is extended as follows subject to the Terms, Conditions, Exclusions and **Endorsements** of both this Section and the **Policy**.

### 1. Court Attendance Costs

**We** agree that, in the event of any of the undermentioned persons attending court as a witness at **Our** request, and in connection with a claim in respect of which **You** are entitled to indemnity, **We** will provide compensation to **You** at the following rates for each day on which attendance is required

- (a) any of **Your** directors or partners: €750 per day
- (b) any **Employee**: €500 per day

### 2. Cross Liability

If more than one party is named as the **Insured** in the **Policy Schedule**, or other parties are entitled to indemnity by this **Policy**, this **Policy** shall apply as though each were insured separately, provided that **Our** total liability in respect of an **Occurrence** shall not exceed the **Limit of Indemnity** in respect of any or all parties entitled to be indemnified.

### 3. Indemnity to Principals

**We** will indemnify any **Principal** in respect of legal liability for which **You** would have been entitled to indemnity under this **Policy** had the claim arising from an **Occurrence** been made against **You** provided always that

- (a) the **Principal** is not entitled to indemnity under any other policy
- (b) the **Principal** shall, as though they were **You**, observe, fulfil and be subject to the Terms, Definitions, Conditions, Exclusions, **Endorsements** and Limits of the **Policy** insofar as they can apply
- (c) **We** shall have the full conduct and control of all claims for which indemnity is provided by this Extension
- (d) nothing in this Extension will serve to increase **Our** liability to pay any amount in excess of the **Limit of Indemnity** and indemnity will apply in priority to **You**.

### 4. Safety, Health and Welfare at Work Legislation

**We** will indemnify **You** against legal costs and expenses, incurred with **Our** written consent, in the defence of any action arising from any criminal proceedings and/or prosecution brought for a breach of Safety Health and Welfare at Work Act 2005 or amending legislation, which relates to an insured **Occurrence** committed or alleged to have been committed during the **Period of Insurance** and in the course of the **Business**, provided always that the indemnity so provided does not

- (a) provide for the payment of fines or penalties or prosecution costs
- (b) apply to any prosecution in respect of which no indemnity is provided by this **Policy**
- (c) apply to any **Excess** amount for which **You** are responsible

The indemnity provided by this Extension does not serve to increase the **Limit of Indemnity** and is limited to €250,000 in any one **Period of Insurance**.

## 5. Unsatisfied Court Judgements

If a judgement for compensation or costs in respect of **Bodily Injury** sustained by any **Employee**, arising out of and in the course of employment or engagement with **You**, in connection with the **Business** and caused within the **Territorial Limits** during the **Period of Insurance**

- (a) is obtained by such **Employee** in any court situate within the Republic of Ireland against any person or corporate body domiciled or operating from premises within the Republic of Ireland and
- (b) remains wholly or partly unsatisfied six months after the date of such judgement

**We** will, if **You** so request, pay to the said **Employee** the amount of any such compensation and costs to the extent that they remain unsatisfied provided that

- (i) there is no appeal outstanding
- (ii) if any payment is made under the terms of this Extension, the **Employee** or the personal representative of the **Employee** shall assign the unsatisfied judgement to **Us**.

## Additional Exclusions applicable to Section 7

We will not be liable for legal liability or defence costs and expenses

### 1. Airside

arising out of or in connection with activities undertaken **Airside**.

### 2. Asbestos

arising directly or indirectly or caused by or alleged to be caused by or contributed to, in whole or in part by or arising out of the manufacture of, mining of, use of, sale of, installation of, survey or investigation of, management of, removal of, distribution of asbestos products, asbestos fibres or asbestos dust or property or materials containing any of the foregoing, including, without limitation, all liability to pay claimants' or **Your** legal costs and expenses or any other costs and expenses, howsoever incurred, in the investigation, defence and/or settlement of any claim against **You** or in respect of any other inquest, inquiry, enforcement action, or proceedings in which **You** may be involved in relation to any of the foregoing.

### 3. Fines, penalties or exemplary damages

for any fine, penalty or punitive or exemplary damages and/or any order of prosecution costs awarded or made against **You**.

### 4. Jurisdiction

arising out of or in connection with any action for damages brought in a Court of Law in any jurisdiction other than the United Kingdom or the European Union.

### 5. Offshore Work

arising out of or in connection with work undertaken **Offshore**.

### 6. Road Traffic Legislation

arising out of or in connection with any claim for which compulsory insurance cover or security is required under any Road Traffic Act legislation.

### 7. Wrongful Employment Practices

arising out of or in connection with employment practices, other than in respect of **Bodily Injury**, including but not limited to, any claim directly or indirectly occasioned by, happening through or in consequence of breach of employment contract, defamation, unequal treatment, discrimination and/or harassment and/or any claim in relation to hiring, supervision, retention, unfair dismissal or wrongful dismissal and/or personal development of any of **Your** directors or partners or any other **Person Employed**, howsoever arising.

## Section 8 - Public Liability Insurance

This Section is operative only if stated as such in the **Policy Schedule**.

### Section 8 Insuring Agreement

**We** will indemnify any **Person Entitled to Indemnity** in respect of any claim arising from an **Occurrence**, up to the **Limit of Indemnity**, against

(a) their legal liability for damages in respect of

- (i) **Bodily Injury** to any person (other than a **Person Employed**)
- (ii) **Damage to Property**
- (iii) **Nuisance**
- (iv) **Trespass**

happening during the **Period of Insurance** within the **Territorial Limits** and arising out of or in connection with the **Business**.

In addition to the **Limit of Indemnity**, **We** will also pay

(b) all claimant's costs and expenses for which any **Person Entitled to Indemnity** is legally liable and which may form the subject of a claim under (a) above

(c) all defence costs and expenses incurred by any **Person Entitled to Indemnity**, with **Our** prior written consent, which may form the subject of a claim under (a) above.

## Extensions applicable to Section 8

The insurance provided by Section 8 is extended as follows subject to the Terms, Conditions, Exclusions and **Endorsements** of both this Section and the **Policy**.

### 1. Care, Custody and Control

Notwithstanding anything contained to the contrary in Exclusion 18 of Section 8 (Property in Care, Custody or Control), **We** will indemnify **You** for

- (a) **Damage** to the personal effects of any visitor or **Person Employed** but for not more than €1,300 in respect of any one visitor or **Person Employed**
- (b) **Damage** to buildings, including contents therein, temporarily occupied by **You**, or on **Your** behalf, for the purpose of carrying out work in connection with the **Business**
- (c) **Damage** to buildings (including contents therein) leased or rented by **You** in connection with the **Business** but excluding liability assumed under the terms of any tenancy agreement.

### 2. Car Park Liability

Notwithstanding anything contained to the contrary in Exclusion 18 of Section 8 (Property in Care, Custody or Control), the indemnity shall apply in respect of **Damage** to motor vehicles (including the contents therein) not belonging to or hired by **You** whilst such vehicles are within, entering or leaving the car parking area, provided always that **We** shall not be liable for **Damage** due to the movement of such vehicles by any **Person Employed**.

### 3. Contingent Motor Liability

Notwithstanding anything contained to the contrary in Exclusion 11 of Section 8 (Mechanically Propelled Vehicles), **We** will indemnify **You** against liability arising out of the use by any of **Your Employees** or directors of any motor vehicle, that is not **Your** property, nor is it provided by **You**, whilst being used in the course of **Your Business**, provided always that **We** will not indemnify **You** against liability

- (a) in respect of **Damage** to any such motor vehicle or trailer carried in or on the vehicle or trailer
- (b) while the vehicle is being driven by an **Employee** who does not hold a licence to drive the vehicle
- (c) in respect of which **You** are entitled to indemnity under any other policy
- (d) in connection with any motor vehicle while being used outside the Republic of Ireland, Great Britain, Northern Ireland, the Channel Islands or the Isle of Man
- (e) for the purpose of this Extension, the term motor vehicle is deemed to include any machinery or apparatus attached thereto.

### 4. Court Attendance Costs

**We** agree that, in the event of any of the undermentioned persons attending court as a witness at **Our** request, and in connection with a claim in respect of which **You** are entitled to indemnity, **We** will provide compensation to **You** at the following rates for each day on which attendance is required

- (a) any of **Your** directors or partners: €750 per day
- (b) any **Employee**: €500 per day.

## 5. Cross Liability

If more than one party is named as the **Insured** in the **Policy Schedule**, or other parties are entitled to indemnity by this **Policy**, this **Policy** shall apply as though each were insured separately, provided that **Our** total liability in respect of damages arising from an **Occurrence** shall not exceed the **Limit of Indemnity** in respect of any or all parties entitled to be indemnified.

## 6. Indemnity to Principals

**We** will indemnify any **Principal** in respect of legal liability for which **You** would have been entitled to indemnity under this **Policy** had the claim been made against **You** provided always that

- (a) the **Principal** is not entitled to indemnity under any other policy
- (b) the **Principal** shall, as though they were **You**, observe, fulfil and be subject to all of the Terms, Definitions, Conditions, Exclusions, **Endorsements** and Limits of the **Policy** insofar as they can apply
- (c) **We** shall have the full conduct and control of all claims for which indemnity is provided by this Extension
- (d) nothing in this Extension will serve to increase **Our** liability to pay any amount in excess of the **Limit of Indemnity** in respect of damages and indemnity will apply in priority to **You**.

## 7. Indemnity to Specified Parties

Subject to **Our** prior written approval, **We** will indemnify any specified party in respect of legal liability for which **You** would have been entitled to indemnity under this **Policy** had the claim been made against **You** provided always that

- (a) the specified party is not entitled to indemnity under any other policy
- (b) the specified party shall, as though they were **You**, observe, fulfil and be subject to all of the Terms, Definitions, Conditions, Exclusions, **Endorsements** and Limits of the **Policy** insofar as they can apply
- (c) **We** shall have the full conduct and control of all claims in respect of which indemnity is provided by this Extension
- (d) nothing in this Extension will serve to increase **Our** liability to pay any amount in excess of the **Limit of Indemnity** in respect of damages and indemnity will apply in priority to **You**.

## 8. Mechanically Propelled Vehicles

Notwithstanding anything contained to the contrary in Exclusion 11 of Section 8 (Mechanically Propelled Vehicles) the indemnity provided by this **Policy** will apply to legal liability arising out of

- (a) the use of any mechanically propelled vehicle as a tool or plant
- (b) the use of plant at the premises of any **Person Entitled to Indemnity**
- (c) the loading or unloading of any mechanically propelled vehicle
- (d) the ownership possession or use of any semi-trailer or trailer (whether coupled or uncoupled to any vehicle)

except in circumstances where indemnity is provided by any motor insurance contract or where compulsory insurance or security is required by law.

## 9. Overseas Personal Liability

**We** will indemnify **You**, and if **You** so request, any of **Your** directors, partners or **Employees**, in respect of legal liability incurred in a personal capacity whilst engaged in

non-manual **Business** trips in connection with the **Business** outside the **Territorial Limits** provided that

- (a) each party hereunder is not entitled to indemnity under any other policy
- (b) each party covered hereunder shall, as though they were **You**, observe, fulfil and be subject to, the Terms, Definitions, Conditions, Exclusions, **Endorsements** and Limits of the **Policy** insofar as they can apply
- (c) **We** shall have the full conduct and control of all claims in respect of which indemnity is provided by this Extension
- (d) nothing in this Extension will serve to increase **Our** liability to pay any amount in excess of the **Limit of Indemnity** in respect of damages and the indemnity will apply in priority **You**
- (e) such loss does not arise out of the ownership of land or buildings.

#### 10. Passenger Lifts

Notwithstanding anything contained to the contrary in Exclusion 14 of Section 8 (Passenger Lifts), **We** will indemnify **You** in respect of legal liability arising out of or in connection with passenger lifts, elevators or escalators provided always that such plant is subject to a maintenance contract or maintenance procedure as required by statutory regulations.

#### 11. Wrongful Arrest

Notwithstanding anything contained to the in Exclusion 4 Section 8 (Defamation) **We** will indemnify **You** in respect of legal liability arising out of or in connection with **Wrongful Arrest** committed or alleged to have been committed during the **Period of Insurance** provided that

- (a) no indemnity is provided in respect of claims or legal actions made or brought against **You** by any **Person Employed**
- (b) no indemnity is provided in respect of claims arising out of any dishonest, fraudulent or criminal act of **Yours** or that of any **Person Employed**
- (c) no indemnity is provided in respect of claims arising out of any action taken in controlling, suppressing or preventing disturbances in connection with riots and/or civil commotion
- (d) no indemnity is provided in respect of claims arising out of any arrest made without proper cause or any arrest involving the use of unreasonable force.

The maximum amount payable in respect of this Extension in any one **Period of Insurance** is €100,000.

## Additional Exclusions applicable to Section 8

We shall not be liable for legal liability or defence costs and expenses

### 1. Airside

arising out of or in connection with any activities undertaken **Airside**.

### 2. Asbestos

arising directly or indirectly or caused by or alleged to be caused by or contributed to, in whole or in part, by or arising out of the exposure to, manufacture of, mining of, use of, sale of, installation of, survey or investigation of, management of, removal of, distribution of or existence of asbestos products, asbestos fibres or asbestos dust or property or materials containing any of the foregoing, including without limitation, all liability to pay claimants' or **Your** legal costs and expenses or any other costs and expenses, howsoever incurred, in the investigation, defence and/or settlement of any claim against **You** or in respect of any other inquest, inquiry, enforcement action or proceedings in which **You** may be involved in relation to any of the foregoing.

### 3. Contractual Liability

assumed by **You** by any contract or agreement and which would not have attached in the absence of any such contract or agreement.

### 4. Defamation

arising out of or in connection with defamation, as defined in the Defamation Act 2009 (or amending legislation) made by **You** or at **Your** request or related to advertising, publishing, broadcasting conducted by **You** or on **Your** behalf.

### 5. Defective Workmanship

for the costs of making good defective workmanship or defective materials or arising out of the consequences of defective workmanship or defective materials other than **Your** legal liability in respect of **Bodily Injury** or **Damage to Property** resulting from such defective workmanship or defective materials.

### 6. Deliberate Acts

arising out of or in connection with any deliberate or wilful act or omission of **Yours** or that of any of **Your** directors or partners or of any **Person Employed** and which could reasonably have been expected having regard to the nature and circumstances of such act or omission.

### 7. Employer's Liability

arising out of or in connection with **Bodily Injury** sustained by any **Person Employed** and arising out of and in the course of such person's employment or service with **You**.

### 8. Engineering Plant

arising out of or in connection with the bursting of any pressure part of

- (a) any steam boiler or any economiser
- (b) any vessel or apparatus intended to operate under steam pressure

unless such plant is the subject of a maintenance contract or maintenance procedure as required by statutory regulation.



**9. Fines, Penalties, Punitive or Exemplary Damages**

for any fine, penalty or punitive or exemplary damages and/or any order of prosecution costs awarded or made against **You**.

**10. Jurisdiction**

arising out of or in connection with any action for damages brought in a Court of Law in any jurisdiction other than the United Kingdom or the European Union.

**11. Mechanically Propelled Vehicles**

arising out of or in connection with the ownership, possession or use of any mechanically propelled vehicle by **You** or on **Your** behalf.

**12. Medical Malpractice**

arising out of or in connection with the provision of or failure to render any medical services (other than first-aid services) including, but not limited to, medical surgical or dental advice, treatment, diagnosis or prescription.

**13. Offshore Work**

arising out of or in connection with work undertaken **Offshore**.

**14. Passenger Lifts**

arising out of or in connection with any passenger lift, elevator or escalator owned or operated by **You** or on **Your** behalf.

**15. Pollution and Contamination**

- (a) arising directly or indirectly out of discharge, dispersal, release or escape of **Pollutants** or
- (b) the cost of removing, nullifying or cleaning up of **Pollutants** or
- (c) fines, penalties, punitive or exemplary damages arising directly or indirectly out of the discharge, dispersal, release or escape of **Pollutants**.

Notwithstanding the foregoing, this **Policy** shall cover liability otherwise excluded under paragraphs (a) and (b) above which arises from a sudden, identifiable, unintended and unexpected **Occurrence** which takes place in its entirety at a specific time and place.

**Our** liability in respect of damages arising out of the discharge, dispersal, release or escape of **Pollutants** in any one **Period of Insurance** shall not exceed the **Limit of Indemnity** provided that **You** shall not be indemnified under more than one **Period of Insurance** in respect of all claims made against them arising from any one **Occurrence**.

All claims made arising from any one **Occurrence** shall be deemed to attach to the insurance current as at the date of the **Occurrence** and the limit of indemnity in effect at that date shall prevail.

**16. Products**

arising out of or in connection with any **Products**, other than food or beverages served for consumption on any of **Your** premises to which this **Policy** applies.

**17. Professional Services**

arising out of or in connection with any remedial or professional or other advice, design or specification or treatment (other than medical first-aid treatment) provided for a fee or in circumstances where a fee would normally be charged.

**18. Property in Care, Custody or Control**

arising out of or in connection with **Damage to Property**

- (a) belonging to **You**
- (b) in **Your** care, custody or control or that of any **Person Employed**
- (c) being that part of any **Property** on which **You** are or have been working, if that **Damage** results directly from such work.

**19. Pyrite**

arising out of or in connection with any pyrite related chemical reaction or process.

**20. Sexual Abuse**

arising out of or in connection with any actual or attempted conduct or contact of a sexual nature, including but not limited to, conduct or contact involving sexual gratification, discrimination, coercion, harassment or pressure of any kind.

**21. Vessels or Craft**

arising out or in connection with the ownership, possession or use by **You**, or on **Your** behalf, of any vessel or craft designed to travel in or through water, air or space, other than hand propelled watercraft operated on inland waterways.

**22. Vibration**

for damage to **Property** caused by vibration or by the removal or weakening of support to any land, **Property**, building or any liability arising in consequence of such damage.

## Section 9 - Products Liability Insurance

This Section is operative only if stated as such in the **Policy Schedule**.

### Section 9 Insuring Agreement

**We** will indemnify any **Person Entitled to Indemnity** in respect of any claim arising from an **Occurrence**, up to the **Limit of Indemnity**, against

- (a) their legal liability for damages in respect of
  - (i) **Bodily Injury** to any person (other than a **Person Employed**)
  - (ii) **Damage to Property**

happening during the **Period of Insurance** within the **Territorial Limits** and caused by **Products** sold or supplied by **You** in connection with the **Business** from within the Republic of Ireland, Northern Ireland, Great Britain, the Channel Islands or the Isle of Man.

In addition to the **Limit of Indemnity**, **We** will also pay

- (b) all claimant's costs and expenses for which any **Person Entitled to Indemnity** is legally liable and which may form the subject of a claim under (a) above
- (c) all defence costs and expenses incurred by any **Person Entitled to Indemnity**, with **Our** prior written consent, which may form the subject of a claim under (a) above.

## Extensions applicable to Section 9

### 1. Court Attendance Costs

**We** agree that, in the event of any of the undermentioned persons attending court as a witness at **Our** request, and in connection with a claim in respect of which **You** are entitled to indemnity, **We** will provide compensation to **You** at the following rates for each day on which attendance is required

- (a) any of **Your** directors or partners: €750 per day
- (b) any **Employee**: €500 per day.

### 2. Cross Liability

If more than one party is named as the **Insured** in the **Policy Schedule**, or other parties are entitled to indemnity by this **Policy**, this **Policy** shall apply as though each were insured separately, provided that **Our** total liability in respect of damages arising from an **Occurrence** shall not exceed the **Limit of Indemnity** in respect of any or all parties entitled to be indemnified.

### 3. Indemnity to Principals

**We** will indemnify any **Principal** in respect of legal liability for which **You** would have been entitled to indemnity under this **Policy** had the claim been made against **You** provided always that

- (a) the **Principal** is not entitled to indemnity under any other policy
- (b) the **Principal** shall, as though it was **You**, observe, fulfil and be subject to all of the Terms, Definitions, Conditions, Exclusions, **Endorsements** and Limits of the **Policy** insofar as they can apply
- (c) **We** shall have the full conduct and control of all claims for which indemnity is provided by this Extension
- (d) nothing in this Extension will serve to increase **Our** liability to pay any amount in excess of the **Limit of Indemnity** in respect of damages and indemnity will apply in priority to **You**.

## Additional Exclusions applicable to Section 9

We will not be liable for legal liability or defence costs and expenses

### 1. Aircraft, Motor and Watercraft Products

arising out of or in connection with any of **Your Products** which, to **Your** knowledge, are supplied for use or installation in any aircraft, aero spatial device, motor vehicle, hovercraft or watercraft.

### 2. Asbestos

arising directly or indirectly or caused by or alleged to be caused by or contributed to, in whole or in part, by or arising out of the exposure to, manufacture of, mining of, use of, sale of, installation of, survey or investigation of, management of, removal of, distribution of or existence of asbestos products, asbestos fibres or asbestos dust or property or materials containing any of the foregoing, including, without limitation, all liability to pay claimants' or **Your** legal costs and expenses or any other costs and expenses, howsoever incurred, in the investigation, defence and/or settlement of any claim against **You** or in respect of any other inquest, inquiry, enforcement action, or proceedings in which **You** may be involved in relation to any of the foregoing.

### 3. Contractual Liability

assumed by **You** by any contract or agreement and which would not have attached in the absence of any such contract or agreement.

### 4. Deliberate Acts

arising out of or in connection with any deliberate or wilful act or omission of **Yours** or that of any of **Your** directors or partners or of any **Person Employed** and which could reasonably have been expected having regard to the nature and circumstances of such act or omission.

### 5. Employer's Liability

arising out of or in connection with **Bodily Injury** sustained by any **Person Employed** and arising out of and in the course of such person's employment or service with **You**.

### 6. Fines, Penalties, Punitive or Exemplary Damages

for any fine, penalty or punitive or exemplary damages and/or any order of prosecution costs awarded or made against **You**.

### 7. Jurisdiction

arising out of or in connection with any action for damages brought in a Court of Law in any jurisdiction other than the United Kingdom or the European Union.

### 8. Medical Malpractice

arising out of or in connection with the provision of or failure to render any medical services (other than first-aid services) including, but not limited to, medical surgical or dental advice, treatment, diagnosis or prescription.

### 9. Pollution and Contamination

- (a) arising directly or indirectly out of discharge, dispersal, release or escape of **Pollutants** or
- (b) the cost of removing, nullifying or cleaning up of **Pollutants** or
- (c) fines, penalties, punitive or exemplary damages arising directly or indirectly out of the discharge, dispersal, release or escape of **Pollutants**.

Notwithstanding the foregoing, this **Policy** shall cover liability otherwise excluded under paragraphs (a) and (b) above which arises from a sudden, identifiable, unintended and unexpected **Occurrence** which takes place in its entirety at a specific time and place.

**Our** liability in respect of damages arising out of the discharge, dispersal, release or escape of **Pollutants** in any one **Period of Insurance** shall not exceed the **Limit of Indemnity** provided that **You** shall not be indemnified under more than one **Period of Insurance** in respect of all claims made against them arising from any one **Occurrence**.

All claims made arising from any one **Occurrence** shall be deemed to attach to the insurance current as at the date of the **Occurrence** and the limit of indemnity in effect at that date shall prevail.

#### 10. Prior Knowledge

arising out of or in connection with any claim arising from circumstances known to **You** prior to the inception of this insurance.

#### 11. Product Efficacy

arising out of or in connection with the failure of any **Product** to perform its intended function.

#### 12. Product Repair, Recall or Guarantee

arising out of or in connection with expenditure, whether incurred by **You** or others, for the withdrawal, recall, disposal, removal, repair, adjustment, alteration, reconditioning, replacement or reinstatement of any **Product** or part thereof and/or from **Financial Loss** consequent upon the necessity for such withdrawal, recall, disposal, removal, repair, adjustment, alteration, recondition, replacement or reinstatement.

#### 13. Product Subrogation Rights

arising out of or in connection with any claim for **Products** where **You** have contractually agreed that **You** cannot exercise **Your** rights of recovery against **Your** supplier or any other party.

#### 14. Professional Services

arising out of or in connection with any remedial or professional or other advice, design or specification or treatment (other than medical first-aid treatment) provided for a fee or in circumstances where a fee would normally be charged.

#### 15. Pyrite

arising out of or in connection with any pyrite related chemical reaction or process.

#### 16. USA and/or Canada Exports

arising out of or in connection with **Products** exported directly or indirectly to the United States of America and/or Canada and/or their possessions or protectorates.

## Policy Exclusions

The following Exclusions apply to the **Policy** unless stated to the contrary below.

### 1. Date Recognition

This **Policy** does not cover liability in respect of any claim, of whatsoever nature, which arises directly or indirectly from or consisting of the failure or inability of any

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

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

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

However, this Exclusion shall not apply to subsequent **Damage** to property owned by, in the possession of or held in trust by **You**, nor any consequential loss arising from **Damage** to any property if directly caused by

- (a) in respect of Sections 1 and 2;  
**Defined Peril 1, Defined Peril 2, Defined Peril 3, Defined Peril 4, Defined Peril 5, Defined Peril 7, Defined Peril 8 or Defined Peril 10** if insured by these Sections
- (b) in respect of Section 6;  
fire, lightning, explosion, aircraft and other aerial devices dropped therefrom, riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances, malicious persons (other than thieves), earthquake, storm, flood, escape of water from any tank, apparatus or pipe, impact by any road vehicle or animal or stealing, if insured by this Section.

### 2. E - Risks

Applicable to Sections 1,2,3,4 and 5 only.

This insurance excludes losses arising directly or indirectly out of

- (a) loss of, alteration of, damage to or a reduction in the functionality, availability or operation of any computer system, hardware, program, software, data, information repository, microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether **Your** property or not, unless arising out of **Defined Peril 1, Defined Peril 2, Defined Peril 3, Defined Peril 4, Defined Peril 5, Defined Peril 7, Defined Peril 8 or Defined Peril 10** if applicable under this **Policy**
- (b) programming or operator error, whether by **You** or any other person
- (c) **Virus or Similar Mechanism**

- (d) **Hacking**
- (e) malicious persons
- (f) failure of external networks.

**Applicable to Section 6 only.**

This insurance excludes any claim directly or indirectly caused by or occasioned by or arising from or in consequence of any **Virus or Similar Mechanism** or **Hacking**.

**Applicable to Sections 7, 8 and 9 only.**

**We** will not be liable for legal liability or any defence costs and expenses arising directly or indirectly out of

- (a) loss of, alteration of, damage to or a reduction in the functionality, availability or operation of any computer system, hardware program, software, data, information, information repository, microchip, integrated circuit or similar device in computer equipment or non-computer equipment
- (b) programming or operator error, whether by **You** or any other person
- (c) **Virus or Similar Mechanism**
- (d) **Hacking**
- (e) failure of external networks.

**3. Excess**

**We** will not be liable for the amount of any **Excess**.

**4. Gradual Deterioration (not applicable to Section 6)**

**Damage** caused by, consisting of or attributable to gradual deterioration and/or any gradual operating cause or process.

**5. Marine**

**Applicable to Section 1 only.**

The insurance provided by Section 1 does not apply in respect of **Damage** to property which, at the time of its happening, is insured by or would but for the existence of this **Policy** be insured by any marine policy or policies, except in respect of any excess beyond the amount which would have been payable under the marine policy or policies had this insurance not been effected.

**6. Other insurances**

**Applicable to Sections 1, 2, 3, 4, 5 and 6 only.**

**We** shall not indemnify **You** against any loss in respect of property that is more specifically insured under any other policy, by **You** or on **Your** behalf.

**7. Pollution and Contamination**

**Applicable to Sections 1, 2 and 5 only.**

The insurance provided by Sections 1, 2 and 5 does not apply to **Damage** or consequential loss caused by pollution or contamination except, unless otherwise excluded, **Damage** to the **Property Insured** caused by



- (a) pollution or contamination which itself results from a **Defined Peril** (other than **Defined Peril 15**) hereby insured against
- (b) any **Defined Peril** (other than **Defined Peril 15**) hereby insured against which itself results from pollution or contamination.

#### 8. Radioactive Contamination

This **Policy** excludes any

- (a) claim, injury or damage to any property whatsoever or any loss or expenses whatsoever resulting or arising therefrom or any consequential loss
- (b) any legal liability

directly or indirectly caused by or contributed to by or arising from

- (c) ionising radiations from, or contamination by, radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- (d) the radioactive toxic explosive or other hazardous or contaminating properties of any nuclear installation reactor or other nuclear assembly or nuclear component thereof
- (e) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

#### 9. Sonic Bangs

Applicable to Sections 1, 2, 3, 4, 5 and 6 only.

This **Policy** excludes damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

#### 10. War or Terrorism

This **Policy** excludes any claim, liability, damage or expense, of whatsoever nature, directly or indirectly caused by, resulting from or in connection with any of the following, regardless of any other cause or event contributing concurrently or in any other sequence to the loss

- (a) war, invasion, act of foreign enemy hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power or confiscation or nationalisation or requisition or damage to property by or under the order of any Government or local authority
- (b) any act of **Terrorism** including
  - (i) any claim, damage, cost or expense of whatsoever nature, directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of **Terrorism**
  - (ii) regardless of any contributory causes, any claim, damage, cost or expenses directly or indirectly arising out of biological, nuclear or chemical contamination due to any act of **Terrorism**

If **We** allege that, by reason of this Exclusion, any **Occurrence** is not covered by this **Policy**, the burden of proving the contrary shall be upon **You**.

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

For the purpose of this Exclusion, contamination shall mean the contamination, poisoning or prevention and/or limitation of the use of objects due to the effects of chemical and/or biological substances.

## 11. Communicable Diseases

### Applicable to Sections 1, 2, 3, 4, & 5 only

**We** will not be liable for any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease regardless of any other cause or event contributing concurrently or in any other sequence thereto.

However, subject to the other Terms, Conditions and Exclusions of the **Policy**, the **Policy** will cover physical damage to **Property Insured** where such physical damage is directly caused by or arising from any of the following perils: fire, lightning, explosion, aircraft or vehicle impact, falling objects, windstorm, rainstorm, hail, tornado, cyclone, typhoon, hurricane, earthquake, seaquake, seismic and/or volcanic disturbance/eruption, tsunami, flood, freeze, ice storm, weight of snow or ice, avalanche, meteor/asteroid impact, landslip, landslide, mudslide, bush fire, forest fire, riot, riot attending a strike, civil commotion, vandalism and malicious damage.

For the purpose of this Exclusion, Communicable Disease shall mean any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

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

### Applicable to Section 6 only

**We** will not be liable for any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease regardless of any other cause or event contributing concurrently or in any other sequence thereto.

For the purpose of this Exclusion, Communicable Disease shall mean any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- (a) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
- (b) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and

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

**Applicable to Sections 7, 8 and 9 only**

Notwithstanding anything contained to the contrary in the **Policy**, **We** will not be liable for any legal liability or defence costs and expenses in respect of or arising out of or in connection with a Communicable Disease.

For the purpose of this Exclusion Communicable Disease shall mean:

- (a) Avian Influenza and/or Influenza A (H5N1) or any mutant variation thereof; or
- (b) Swine Influenza and/or Influenza A (H1N1) or any mutant variation thereof; or
- (c) Severe Acute Respiratory Syndrome (SARS) or any mutant variation thereof; or
- (d) Atypical Pneumonia or any mutant variation thereof; or
- (e) Covid-19 and/or SARS-CoV-2 or any mutant variation thereof; or
- (f) any other disease which is declared, categorised, characterised, referred to or in any other way communicated as an epidemic or pandemic by the World Health Organisation or other governmental or quasi-governmental public health agency, entity or service that may make such declaration, categorisation, characterisation, reference or communication including any disease categorised as a Public Health Emergency of International Concern (PHEIC) declared by the Director General of the World Health Organisation
- (g) any mental injury sustained or alleged to have been sustained by any threat of or fear of or in any other way arising from (whether actual or perceived) any disease described in (a) to (f) above.

## Policy Conditions

The following conditions apply to the **Policy** unless stated to the contrary below.

### 1. Alteration of Risk or Interest

- (a) **You** must tell **Us** immediately if there is an alteration to the risk that would result in the risk no longer reflecting that which was represented to, assessed, and accepted by **Us** when this contract of insurance was effected.
- (b) This **Policy** shall cease immediately if and when the **Business** is wound up or carried on by a liquidator or a receiver or is permanently discontinued
- (c) Unless otherwise agreed by **Us**, cover under this **Policy** shall cease if, during the **Period of Insurance**, **You**, other than by death, cease to have factual expectation of either
  - (i) an economic benefit from the preservation of the subject-matter, or
  - (ii) an economic loss from its destruction, damage, or loss.

### 2. Cancellation

**We** may, at **Our** absolute discretion, cancel this **Policy** by sending fourteen days written notice, by way of registered post, to **You**, at **Your** last known address, and/or to **Your** insurance intermediary.

In such event, **We** will refund any paid premium for the unexpired **Period of Insurance**.

**You** may cancel this **Policy** by advising **Us**, in writing, and cancellation will be effective from the date of receipt of **Your** instructions.

If **You** cancel **Your Policy** within the first fourteen days of **Your** contract, **We** will refund any paid premium for the unexpired **Period of Insurance**, provided there has been no claim notified and **You** are not aware of any circumstance which will likely lead to a claim during the current **Period of Insurance**.

If **You** cancel **Your Policy** at any other time, **We** will refund any paid premium for the unexpired **Period of Insurance**, subject to

- (a) there having been no claim notified and **You** not being aware of any circumstances which will likely lead to a claim during the current **Period of Insurance** and
- (b) any **Minimum Premium** requirement.

### 3. Claims – Your Duties

**Applicable to all Sections.**

**You** shall fully co-operate with **Us** and/or **Our** legal representative in the conduct of any claim.

**Applicable to Sections 1, 2, 3 (other than Personal Accident Assault Extension) 5 and 6 only.**

In the event of any **Occurrence** giving rise to a claim **You** must

- (a) notify **Us** as soon as reasonably possible
- (b) give notice to the relevant police authority, as soon as reasonably possible, in respect of **Damage** caused by malicious persons or thieves
- (c) carry out and permit to be taken any action required to

- (i) prevent further **Damage** or loss or additional expenditure
- (ii) minimise or eliminate any interruption of or interference with the **Business**
- (iii) avoid or diminish the loss
- (d) as soon as reasonably possible after discovery, remedy any defect or danger
- (e) within 30 days (or 7 days in the case of **Damage by Defined Peril 6**) provide **Us** with
  - (i) all information and help **We** reasonably require in respect of the claim
  - (ii) where requested by **Us**, and at **Your** expense, written details of **Your** claim containing as much information as possible about the **Occurrence** and the **Damage**
  - (iii) such business books, documents, proofs, information, explanation or other evidence which **We** may reasonably require for investigating or verifying the claim
- (f) provide to **Us**, if required, a statutory declaration of the truth of the claim and of any related matters.

**Applicable to Section 3 – Personal Accident Assault Extension only.**

In the event of any **Occurrence** giving rise to a claim, ,

- (a) **You** must provide **Us**, at **Your** expense, with all detailed particulars, certificates and evidence required by **Us**
- (b) any **Insured Person** must, as often required by **Us**, submit to medical examination, at **Our** expense, in connection with any claim.

**Applicable to Section 4 only.**

On the discovery of any act which may give rise to a claim, **You** must

- (a) report as soon as reasonably possible to **Us** (whether it is intended to make a claim or not)
- (b) notify the relevant police authority as soon as reasonably possible and take all steps possible to recover the lost **Property** and to prevent further losses
- (c) within thirty days after the discovery, or such additional time as **We** may in writing agree, provide **Us**, at **Your** own expense, unless otherwise provided for, with full details of any claim and give all evidence, information, proofs and assistance as **We** may require.

**Applicable to Sections 7, 8 and 9 only.**

In the event of an **Occurrence** giving rise to a claim **You** must

- (a) give, as soon as reasonably possible, notice to **Us** of
  - (i) any claim made against **You** or any **Occurrence**, circumstance or event giving rise to, or likely to give rise to, a claim against **You**
  - (ii) the receipt or indication from any person of an intention to hold **You** responsible for any claim
- (b) forward to **Us** as soon as reasonably possible and unanswered, every letter, writ, application to the Injuries Board, summons and process and any other communications from third parties in relation to any circumstance or **Occurrence** which may give rise to a claim under this **Policy**
- (c) give **Us** notice as soon as reasonably possible when **You** have knowledge of any prosecution, inquest or fatal proceedings or civil proceedings in connection with any **Occurrence** or claim for which there may be liability under this **Policy**
- (d) not admit or deny liability nor make any offer, compromise, promise or payment, enter any agreement or give any undertaking in respect of a claim without **Our** written consent
- (e) provide to **Us**, if required, a statutory declaration of the truth of the claim and of any related matters.

#### 4. Claims – Our Rights

**We** will be entitled

- (a) on the happening of any **Damage** to the **Property Insured** to enter, take and keep possession of the **Buildings** where the **Damage** has happened, to take and keep possession of the **Property Insured**, and to deal with the salvage in a reasonable manner without thereby incurring any liability and without diminishing **Our** right to rely on any conditions of this **Policy**. This **Policy** shall be proof of leave and licence for such purpose.
- (b) To any property, for the loss of which a claim is paid hereunder, and **You** will execute all such assignments and assurances of such property as may be reasonably required, but **You** shall not be entitled to abandon any property to **Us**.
- (c) in respect of **Damage** by oil, if insured, to select experts or contractors from **Our** own panel and the retention or engagement of experts or contractors (other than those carrying out emergency works) will at all times be subject to **Our** approval.
- (d) at **Our** discretion, to take over and conduct, in **Your** name, the defence or settlement of any claim and, where legally permitted, to take proceedings at **Our** own expense and for **Our** own benefit, but in **Your** name, to recover compensation or secure indemnity from any third party in respect of any **Occurrence** insured by this **Policy**. Any claimant for whom indemnity is provided under this **Policy** shall, at **Our** request and expense, take or permit to be taken all necessary steps for enforcing rights against any other party in **Your** name before or after **We** make any payment.
- (e) Where **We** agree to pay **You** under Section 1, **We** reserve the right to make staged payments as works progress and to withhold final payment until the repair, replacement or reinstatement work is complete, the final invoice is submitted and, if required, the final inspection is completed by **Us** or **Our** representatives. The percentage of the final payment withheld will not exceed
  - (i) where the claim settlement amount is less than €40,000 – 5% of the overall settlement amount
  - (ii) where the claim settlement amount is €40,000 or more – 10% of the overall settlement amount.

#### 5. Discharge of Liability

Applicable to Section 7 only.

**We** may, at any time, pay to **You**, the **Limit of Indemnity** (less any damages, claimant's costs and expenses or defence costs already incurred by **Us**) or any lesser amount for which any claim arising from an **Occurrence** can be settled and, upon such payment, **We** shall be under no further liability in connection with such claim.

Applicable to Sections 8 and 9 only.

**We** may, at any time, pay to **You**, the **Limit of Indemnity** (less any sums already paid as damages) or any lesser amount for which any claim arising from an **Occurrence** can be settled. Upon such payment, **We** shall be under no further liability in connection with such claims, except for costs and expenses for which **We** may be responsible prior to the date of such payment. However, **Our** liability for such costs and expenses shall not exceed an amount being in the same proportion as **Our** payment bears to the total payment made by or on behalf of or to be made by **You** in satisfaction of the claim.

## 6. Dispute Resolution

All matters of difference between **You** and **Us** arising out of or in connection with this insurance, including any dispute regarding the existence of this **Policy** or any disclaimer of liability or indemnity, will be referred, in the first instance, to mediation. However, it is noted and agreed that mediation is a voluntary process which may be declined by either **You** or **Us**.

If the choice of a mediator willing and available to accept appointment cannot be agreed between us within 30 days of the referral to mediation, then **You** and **We** will accept a mediator nominated by the Irish Commercial Mediation Association.

If the matter in dispute is not resolved through mediation the dispute or difference arising shall be referred to arbitration within 30 days of the holding of the mediation.

If the choice of an arbitrator willing and available to accept appointment cannot be agreed between us within 30 days the President for the time being of the Incorporated Law Society of Ireland will be asked to make such an appointment.

The decision of the arbitrator shall be final and binding on **You** and **Us**.

If the difference or dispute or any disclaimer of liability or indemnity so arising is not referred by **You** to mediation within 12 months of such difference or dispute or disclaimer or liability or indemnity so arising, any claim made of **Us** by **You** under this **Policy** shall be deemed to be abandoned absolutely and irrevocably by **You** and shall not be recoverable thereafter.

## 7. Excess

Applicable to Sections 7, 8 and 9 only.

If requested by **Us**, any **Excess** amount (or any lesser expenditure that **We** may require) must be lodged by **You** to **Us**.

## 8. Fire Precautions

Applicable to Sections 1 and 6 only.

**You** must

- (a) maintain all firebreak doors and shutters within **Your** custody or control in efficient working order and keep them free from obstruction at all times
- (b) inspect all fire extinguishing appliances in accordance with the manufacturer's / installer's instructions for the purpose of ascertaining that they are, in all respects, maintained in proper working order
- (c) maintain, during the currency of this **Policy**, a maintenance contract providing annual inspection with an installer or supplier of approved equipment.

## 9. Fraudulent Claims

If any insured party makes a claim under this **Policy** which omits information of a material nature and/or contains information that is false or misleading in any material respect and that insured party either

- (a) knows that information of a material nature has been omitted; and/or
- (b) knows that such information is false or misleading; and/or
- (c) consciously disregards whether such information is false or misleading

then **We** shall be entitled to refuse to pay that claim. **We** shall also be entitled to terminate this **Policy** with effect from the date of the submission of the fraudulent claim.

#### 10. Governing Law

The interpretation of this **Policy**, or any issue relating to its construction, validity or operation, is governed by the laws of the Republic of Ireland. The parties agree, subject to Condition 6 (Dispute Resolution), to submit to the exclusive jurisdiction of the Courts of the Republic of Ireland.

#### 11. Limits of Liability

All **Sums Insured**, **Total Sums Insured**, **Limits of Indemnity**, **Limits of Liability** or any other restrictions on the amount of **Our** liability will apply as maximum limits to **Our** liability irrespective of the number of persons entitled to indemnity under this **Policy**.

#### 12. Non-disclosure or Misrepresentation

This **Policy** shall be voidable in the event of misrepresentation, misdescription or non-disclosure of a **Material Fact**.

#### 13. Observance of Term and Conditions

Any party insured by this **Policy** must observe and fulfil the Terms, Conditions and **Endorsements** of the **Policy** insofar as they relate to anything to be done or complied with by them.

#### 14. Other Insurance

##### Applicable to Section 4 only

If at the time of loss of **Property**, or at the time a claim for **Property** arises, **You** are or, but for the existence of this insurance would be, entitled to indemnity under any other insurance or to recovery under any guarantee or indemnity fund, **We** shall not be liable except in respect of any excess beyond the amount which would have been payable under such other insurance, guarantee or fund had this insurance not been effected.

##### Applicable to Sections 7, 8 and 9 only

If at the time of any **Occurrence** there is or, but for the existence of this **Policy** there would be, any other insurance covering the same legal liability, the indemnity will not apply except in respect of any amount beyond that which would have been payable under such other insurance had this **Policy** not been effected.

##### Applicable to all Sections other than Sections 4, 7, 8 and 9.

If at the time of **Damage** there is any other insurance effected by **You** or on **Your** behalf covering any loss insured by this **Policy** **Our** liability shall be limited to **Our** rateable proportion of such loss.

If any other such insurance is subject to any provision whereby it is excluded from ranking concurrently with this insurance, either in whole or in part, or from contributing rateably, **Our** liability shall be limited to that proportion of the **Damage** which the sum insured under this insurance bears to the value of the property.



### 15. Premium Adjustment

If any part of the premium is based on estimates provided by **You**, **You** must keep an accurate record of all relevant details, and **You** must allow **Us** to inspect such record.

Within one month following the expiry of each **Period of Insurance** **You** must provide **Us** with such information as **We** require.

The premium will then be adjusted, and the difference paid by **You** or refunded to **You**, unless stated to the contrary as a **Minimum Premium**.

### 16. Reasonable Precautions

**You** must, at **Your** own expense, take all reasonable steps to prevent **Occurrences** and to minimise **Damage** or **Bodily Injury** including but not limited to

- (a) maintain **Your Premises** and all ways, works, machinery, plant and vehicles in sound condition and repair
- (b) immediately make good any defect or danger **You** discover
- (c) comply with all statutory or other obligations and regulations applied by any authority
- (d) exercise care in the selection and supervision of **Employees**.

### 17. Security Precautions

Not applicable to Sections 4, 7, 8 or 9.

Whenever the **Premises** are left unattended, **You** must ensure that

- (a) all **Your** external locks, bolts and other protective devices are in full and effective operation
- (b) any keys, if left on the **Premises**, be stored in a locked safe, the keys to which are themselves removed from the **Premises**
- (c) all safes and/or strongrooms are locked.

If **We** have been advised that Your Premises is/are protected by an **Intruder Alarm System**, **You** must

- (d) not leave the **Premises** unattended unless the **Intruder Alarm System** is set in its entirety and, where the equipment permits, any alarm receiving centre to which the **Intruder Alarm System** is connected has acknowledged the setting signal
- (e) maintain the **Intruder Alarm System** in full and effective working order under a contract to provide both corrective and preventive maintenance with the installer or other contactor agreed by **Us** in writing
- (f) not replace, extend, or otherwise alter the **Intruder Alarm System**, where applicable, without obtaining **Our** written agreement in advance
- (g) notify **Us** as soon as reasonably possible if **You** receive confirmation that An Garda Síochána or other police authority may be withdrawing response to alarm calls
- (h) appoint at least two **Keyholders** and must record details of those **Keyholders** with An Garda Síochána or other police authority and alarm receiving centre to which the **Intruder Alarm System** signals
- (i) not vary or remove any security precautions in force at the **Premises** and disclosed to **Us** without **Our** prior written consent
- (j) keep in full operation and maintained throughout the **Premises**, any security protection in force at the inception of this **Policy**.

### 18. Subrogation Waiver

In the event of a claim under this **Policy**, **We** agree to waive any rights, remedies, or relief to which **We** may become entitled by subrogation rights against any company, as declared to **Us**,

- (a) whose relationship to **You** is either a parent to subsidiary or a subsidiary to parent
- (b) which is a subsidiary of a parent company of which **You** are a subsidiary

in each case within the meaning of Section 155 of the Companies Act 1963 or any subsequent amendment thereto.

### 19. Survey and Risk Improvement

**We**, or such representative as **We** may designate, will be permitted, but not obligated, to survey the **Premises** and operations at any time, giving reasonable notice.

Neither **Our** right to survey, nor the making thereof, nor any report thereon, will constitute an undertaking on **Your** behalf or for **Your** benefit or the benefit of others to determine or warrant that such property or operations are safe.

If this insurance has been issued or renewed subject to **Us** completing a survey of any of the **Premises** then, pending completion of that survey, cover is provided by **Us** based on the Terms, Definitions, Conditions, Provisions, **Endorsements** and Exclusions as specified in the **Policy** and in the, pre-contractual information presented by **You** or on **Your** behalf and agreed by **Us**.

In the event that a survey subsequently shows that a risk or any part of it is not satisfactory, in **Our** opinion, then **We** reserve the right to either alter the Terms and Conditions of the cover or to suspend or withdraw cover from the date that cover was incepted or renewed or for any other period specified by **Us**.

**You** must comply with all survey risk improvement requirements within the specified timescales. In the event that a risk improvement requirement is not completed, or risk improvement procedures are not introduced within the specified timescale, **We** reserve the right to either continue cover subject to alteration of the Terms and Conditions applying or to suspend or withdraw cover effective

- (a) from the date cover was incepted or renewed; or
- (b) from the expiry of any time period specified by **Us** for completion of the required survey improvements; or
- (c) from any other period specified by **Us**.

## Additional Information

### Data Protection Policy

IPB Insurance is committed to protecting your personal information. IPB is a data controller and is required to comply with the Data Protection Acts 1988 – 2018 and the General Data Protection Regulation. The information that you provide ('data') will be used for the administration of your policy and/or any claims made on the policy. Data is at all times treated as confidential and the appropriate measures are taken to ensure it is secure. A copy of our Data Protection Notice can be found on our website [www.ipb.ie](http://www.ipb.ie). The notice explains why we collect and use your data, who we share your data with, your data protection rights, how long we retain your data for, where your data is located and what to do if you have any data protection complaints. If you would like to receive a written copy of the Data Protection Notice you can email [dpo@ipb.ie](mailto:dpo@ipb.ie) or write to Data Protection Officer, IPB Insurance, 1 Grand Canal Square, Grand Canal Harbour, Dublin 2.

### Complaints Procedure

It is important to us that you receive the highest level of service at all times and we hope you never have to complain. However, if for any reason you need to contact us on a service matter, we do wish to hear from you. It is our policy to deal with all complaints fairly and efficiently, therefore, if you have a complaint, please contact the

Complaints Officer,  
IPB Insurance,  
1 Grand Canal Square,  
Grand Canal Harbour,  
Dublin D02 P820.  
Tel: +353 1 639 5500; or  
email [complaints@ipb.ie](mailto:complaints@ipb.ie).

We will acknowledge all written complaints in writing within 5 business days of receipt and will advise you who is dealing with the complaint until it is resolved or cannot be processed any further. Details of all verbal complaints are recorded in writing. Upon receipt of a verbal complaint, we will offer you an opportunity to have your complaint treated as a written complaint. Our aim is to resolve any complaint as quickly as possible. You will receive a regular written update on the progress of the investigation at intervals of not greater than 20 business days. If your complaint is not resolved within 40 business days, we will inform you of the anticipated time frame in which we hope to resolve the complaint and advise you of your right to refer the matter to the

Financial Services and Pensions Ombudsman,  
Lincoln House,  
Lincoln Place,  
Dublin D02VH29.  
Telephone: 01-567700  
[www.fspo.ie](http://www.fspo.ie).

## Professional Indemnity Policy Schedule

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<b>Date:</b> 1 February 2021	<b>Policy Form:</b> Prof. Ind (CI) Gen. 2021.01
<b>Broker:</b> Marsh Ireland	
<b>Policy Number:</b>	IPI0001779
<b>Insured:</b>	Various Community Employment & Job Initiative Schemes & Community Service Programmes
<b>Address:</b>	c/o Marsh Ireland 25/28 Adelaide Road Dublin2
<b>Business:</b>	Community Employment & Job Initiative Schemes & Community Services Programmes with activities per details lodged with Insurer as stated in the Certificate of Insurance
<b>Period of Insurance:</b>	As stated in the Certificate of Insurance
<b>Renewal Date:</b>	Not Applicable
<b>Retroactive Date :</b>	As stated in the Certificate of Insurance
<b>Premium:</b>	As stated in the Certificate of Insurance
<b>Government Levy:</b>	As stated in the Certificate of Insurance
<b>Total Premium:</b>	As stated in the Certificate of Insurance



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IPB Insurance 1 Grand Canal Square, Grand Canal Harbour, Dublin D02 P820, Ireland  
+353 1 639 5500 +353 1 639 5510 www.ipb.ie

Reg. No. 7532 Republic of Ireland. IPB Insurance CLG, trading as IPB Insurance, is regulated by the Central Bank of Ireland.

For business in the UK, IPB Insurance is authorised by the Central Bank of Ireland and subject to limited regulation by the Financial Conduct Authority.

## Professional Indemnity Policy Schedule

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<b>Limit of Indemnity</b>	<b>Limit of Indemnity</b>	<b>Excess</b>
Any one Claim	Any one Period of Insurance	
As stated in the Certificate of Insurance	As stated in the Certificate of Insurance	As stated in the Certificate of Insurance

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### Endorsements applicable to Professional Indemnity Insurance

#### Definition of Period of Insurance

The definition of "Period of Insurance" is deleted and replaced with the following:

Period of Insurance shall mean the dates stated in the Certificate of Insurance.

#### Certificate of Insurance

Certificate of Insurance shall mean the separate document which provides the specific details of the cover applicable to each Community Employment Scheme for whom indemnity is provided under the Master Policy.

#### Master Policy

Master Policy shall mean the policy document and Policy Schedule detailing the terms and conditions applicable in respect of all Community Employment Schemes other than as altered or amended in the Certificate of Insurance.

#### Definition of Insured / You

The definition of "Insured / You" is deleted and replaced with;

Insured / You shall mean that as detailed in the Certificate of Insurance or as endorsed hereon and shall include

- any director or partner of the Insured or Employee in respect of liability for which the Insured would have been entitled to indemnity under this Policy if the Claim had been made against the Insured
- in the event of the death of the Insured any personal representative of the Insured in respect of liability incurred by the Insured.

#### Definition of Limit of Indemnity

The definition of "Limit of Indemnity" is deleted and replaced with;

Limit of Indemnity shall mean the maximum liability of the Insurer for all damages and claimant's costs and expenses and Defence Costs payable arising out of any one Claim and all Claims made during any one Period of Insurance and shall not exceed the Limit of Indemnity shown in the Certificate of Insurance.

Where more than one party comprises the Insured, the total amount payable under the Policy shall not exceed the Limit of Indemnity shown in the Certificate of Insurance.



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## Professional Indemnity Policy Schedule

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### Definition of Retroactive Date

The definition of "Retroactive Date" is deleted and replaced with;

Retroactive Date shall mean the date specified in the Certificate of Insurance.

### Directors and Officers Extension

The Policy is extended to indemnify

1. any Insured Person, up to the Limit of Liability, for Loss arising from a Claim by reason of any Wrongful Act provided that;
  - a) such Claim is first made and notified to the Insurer during the Period of Insurance and;
  - b) such Loss is not recoverable by the Insured Person from the Named Insured in which case 2) below will apply
2. in the event that the Named Insured is required or permitted to indemnify an Insured Person, the Insurer will pay, on behalf of the Named Insured, up to the Limit of Liability, for Loss arising from a Claim resulting from a Wrongful Act provided that;
  - a) such Claim is first made and notified to the Insurer during the Period of Insurance and
  - b) such Loss is not recoverable by the Named Insured from any other source.

The Insurer will not be liable under this Extension in respect of any Loss;

- a) for any Claim made against an Insured Person arising from a Wrongful Act committed prior to the Retroactive Date
- b) for any Claim based upon or attributed to the Insured Person gaining in fact any personal profit or advantage to which they were not legally entitled
- c) for the return of any remuneration paid to the Insured Person without the prior approval of the shareholders, if such payment shall be adjudicated to have been illegal
- d) brought about or contributed to by the dishonesty of the Insured Person where a final adjudication shall establish that their Wrongful Acts were committed with actual dishonest purpose or intent material to the course of action so adjudicated. The Wrongful Act of any Insured Person shall not be imputed to any other Insured Person for the purpose of this exclusion
- e) for any Claim arising from an action brought by or on behalf of any past or present shareholder who had or has ownership or control of over 15% of the voting rights
- f) for any Claim directly or indirectly arising out of or in connection with any
  - i) pension or superannuation scheme
  - ii) health and welfare plan
  - iii) share option scheme or plan
  - iv) other Employee benefit program



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## Professional Indemnity Policy Schedule

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established or maintained for the benefit of an Insured Person.

- g) for any Claim arising directly or indirectly out of or in connection or caused by any failure to effect or maintain any insurance policy for the Insured Person
- h) for any Claim arising directly or indirectly out of or in connection with loss of documents including bearer bonds, evidence of share ownership (whether in electronic or other form), coupons, bank or currency notes or other negotiable paper.

For the purpose of this Extension the following definitions apply:

Insured Person shall mean any natural person who is or has been or may become, during the Period of Insurance, a director, officer or trustee of the Named Insured.

Named Insured shall mean the entity named in the Certificate of Insurance.

Wrongful Acts shall mean any actual or alleged breach of trust, breach of duty, neglect, error or omission, misstatement or other act wrongfully committed or attempted by the Insured Person in their capacity as a director, officer or trustee of the Named Insured.

Loss shall mean sums which the Insured Person is legally liable to pay in respect of any

- a) damages, compensation or other settlements
- b) claimants' costs and expenses
- c) Defence Costs

but excluding fines or penalties imposed in a criminal suit or action or any other fines or penalties.

Limit of Liability shall mean the maximum liability of the Insurer, as stated in the Certificate of Insurance, for all damages and claimants' costs and expenses and Defence Costs payable arising out of any one Claim and all Claims made during any one Period of Insurance.

All Claims which are the subject of or attributable to the same Wrongful Act or to a series of Wrongful Acts (which expression shall include multiple Wrongful Acts committed against the same person) shall be treated as a single Claim and shall be deemed to have been committed on the date such first Wrongful Act occurred.

Endorsements are subject to the Terms, Definitions, Conditions, and Exclusions of the Policy.

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# Professional Indemnity Insurance Policy Document

Policy Form: Prof. Ind (CI) Gen. 2021.01



## Table of Contents

Introduction .....	2
Policy Definitions .....	3
Insuring Agreement .....	6
Policy Extensions.....	7
Policy Exclusions .....	9
Policy Conditions.....	13
Data Protection Policy.....	17
Complaints Procedure.....	17

## Introduction

IPB Insurance Company Limited by Guarantee trading as IPB Insurance (hereinafter referred to as the Insurer) and **You**, the **Insured** agree that

- (a) This **Policy** comprising of the Introduction, Definitions, Insuring Agreement, Exclusions, Conditions, **Policy Schedule**, and any operative Endorsements (hereafter called the **Policy**) shall be read as one contract and any word or expressions to which a specific meaning has been attached therein shall bear such specific meaning wherever it may appear.
- (b) Any information provided by the **Insured** or on the **Insured's** behalf and agreed by **Us** shall be relied upon to inform the assessment and acceptance of this risk.
- (c) In consideration of the payment of premium, the **Insurer** will indemnify the **Insured** in the manner and to the extent described within this **Policy** whilst carrying on the **Business** described in the **Policy Schedule** subject to the **Policy** Definitions, Exclusions, Conditions and **Endorsements** as stated or as subsequently endorsed thereon.
- (d) In accordance with Section 93 of the Insurance Act 1936, it is understood and agreed that all monies which become or may become due and payable by the **Insurer** under this **Policy** shall be payable and paid in the Republic of Ireland
- (e) The appropriate stamp duty has been or will be paid to the Revenue Commissioners in accordance with the Stamp Duties Consolidation Act 1999, Schedule 1 (as amended).



Signed for and on behalf of the Insurer  
Michael Garvey  
Chief Executive

IPB Insurance Company Limited by Guarantee trading as IPB Insurance is regulated by the Central Bank of Ireland. Reg. No. 7532 Republic of Ireland.

## Policy Definitions

The following Definitions will be shown in bold each time they appear in the **Policy** except in the **Policy Schedule** or **Endorsements** where defined terms begin with a capital letter.

### Bodily Injury

**Bodily Injury** shall mean accidental bodily injury including death, disease or illness, mental injury, mental anguish or nervous shock.

### Business

**Business** shall mean that which is specified in the **Policy Schedule**.

### Circumstance(s)

**Circumstance(s)** shall mean any circumstance or state of affairs or event which may reasonably be expected to give rise to a **Claim** against the **Insured** or a claim by the **Insured** under the **Policy**.

### Claim(s)

**Claim(s)** shall mean

- (a) any written demand for monetary damages or other relief including non-pecuniary relief and/or civil damages asserting a legal liability on the part of the **Insured**
- (b) any civil, arbitration or adjudication proceedings, including any counterclaim or appeal.

All **Claims** attributable to the same act, error or omission or series of acts, errors or omissions consequent upon or attributable to the same original cause or source shall be regarded as being one **Claim**.

### Clinical Trial

**Clinical Trial** shall mean as defined by Control of Clinical Trials Act 1987 and any amending legislation or subsequent or superseding legislation thereto.

### Defamation

**Defamation** shall mean libel or slander made by the **Insured**, or at the direction of the **Insured**, or related to advertising, publishing, broadcasting conducted by or on behalf of the **Insured**.

### Defence Costs

**Defence Costs** shall mean any costs and expenses incurred by the **Insurer**, or by the **Insured** with the **Insurer's** written consent, in connection with the defence of any **Claim** which may form the subject of a claim by the **Insured** under the **Policy**.

### Documents

**Documents** shall mean all

- (a) documents (excluding bearer bonds coupons, bank or currency notes or other negotiable instruments)
- (b) computer system records

the property of the **Insured** or for which the **Insured** is responsible.

### Employee

**Employee** shall mean

- (a) any person currently or previously employed under a contract of service with the **Insured**.
- (b) any person hired to or borrowed by the **Insured**.
- (c) any person undertaking study or work experience with the **Insured**.

### Endorsement

**Endorsement** shall mean any alteration to the **Policy** wording.

### Excess

**Excess** shall mean the amount, as stated in the **Policy Schedule**, or as endorsed thereon, for which the **Insured** is responsible in respect of any one **Claim** including claimant's costs and expenses and **Defence Costs** for which indemnity is provided by this **Policy**.

### Extended Reporting Period

**Extended Reporting Period** shall mean (except in the event of cancellation by the **Insurer** due to non-payment of premium), the thirty-day period after the end of the **Period of Insurance** in which the **Insured** may report a **Claim**.

### Hacking

**Hacking** shall mean unauthorised access to any computer or other equipment or component or system or item which processes, stores or retrieves data, whether the property of the **Insured** or not.

### Insured / You

**Insured / You** shall mean that as detailed in the **Policy Schedule**, or as endorsed thereon, and shall include

- (a) any director or partner of the **Insured** or **Employee** in respect of liability for which the **Insured** would have been entitled to indemnity under this **Policy** if the **Claim** had been made against the **Insured**
- (b) in the event of the death of the **Insured** any personal representative of the **Insured** in respect of liability incurred by the **Insured**.
- (c) any subsidiary companies as declared to the **Insurer** in respect of liability for which the **Insured** would have been entitled to indemnity under this **Policy** if the **Claim** had been made against the **Insured**.

### Insurer/Our/Us/ We

**Insurer/Our/Us/We** shall mean IPB Insurance.

### Limit of Indemnity

**Limit of Indemnity** shall mean the maximum liability of the **Insurer** for all damages and claimant's costs and expenses and **Defence Costs** payable arising out of any one **Claim** and all **Claims** made during any one **Period of Insurance** and shall not exceed the Limit of Indemnity shown in the **Policy Schedule**.

Where more than one party comprises the **Insured**, the total amount payable under the **Policy** shall not exceed the **Limit of Indemnity**.

### **Microchip**

**Microchip** shall mean a unit of packaged computer circuitry manufactured in small-scale and made for program logic or computer memory purposes and expressly including integrated circuits and microcontrollers.

### **Minimum Premium**

**Minimum Premium** shall mean the minimum premium, as stated on the **Policy Schedule**, retained by the **Insurer** in respect of this **Policy**.

### **Period of Insurance**

**Period of Insurance** shall mean the dates stated in the **Policy Schedule** or any subsequent period for which the **Insurer** agrees to renew the **Policy**.

### **Policy**

**Policy** shall mean this document incorporating the Introduction, Definitions, Insuring Agreement, Exclusions, Conditions and the **Policy Schedule** and any operative **Endorsements**.

### **Policy Schedule**

**Policy Schedule** shall mean the separate document titled **Policy Schedule** which provides the specific details of the cover applicable to this **Policy**.

### **Retroactive Date**

**Retroactive Date** shall mean the date specified as such in the **Policy Schedule**.

### **System**

**System** includes computers, other computing and electronic equipment linked to computer hardware, electronic data processing equipment, **Microchips** and anything which relies on a **Microchip** for any part of its operation and includes, for the avoidance of doubt, any computer installation.

### **Sub Consultant**

**Sub Consultant** means independent consultants or subcontractors who are providing professional services to the **Insured**.

### **Territorial limits**

**Territorial limits** shall mean anywhere in the world.

### **Terrorism**

**Terrorism** shall mean an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or Government(s), committed for political, religious, ideological or similar purposes including the intention to influence any Government and/or to put the public, or any section of the public, in fear.

## Insuring Agreement – What is Covered

### Indemnity to the Insured

The **Insurer** will indemnify the **Insured** against all sums which the **Insured** becomes legally liable to pay as damages in respect of **Claims** first made against the **Insured** during the **Period of Insurance** and notified to the **Insurer** within the **Period of Insurance** or the **Extended Reporting Period** for

- (1) any civil liability arising out of any actual or alleged act, error or omission committed in good faith by the **Insured**, within the **Territorial Limits**, and solely arising out of or in connection with the **Business** and including
  - (a) an infringement or breach of intellectual property rights (including copyright, patent, trademark, or design rights)
  - (b) an unintentional breach of confidential information under data protection legislation or misuse of information by the **Insured**
  - (c) **Defamation**
  - (d) a dishonest, fraudulent, or malicious act or omission of any former or present **Employee** (which for the purpose of this Insuring Agreement alone, does not include any director or partner of the **Insured**) provided that no indemnity is provided under this **Policy**
    - i. in the event that any director or partner of the **Insured** conspired to commit or condoned any such dishonest, fraudulent, or malicious act or omission
    - ii. to the individual responsible for committing such dishonest, fraudulent, or malicious act
- (2) claimant's costs and expenses for which the Insured is legally liable and which form of a claim for indemnity under (1) above
- (3) **Defence Costs** in connection with (1) above.

All damages, claimant's costs and expenses and **Defence Costs** expressed in (1), (2) and (3) above shall be included in the **Limit of Indemnity**.

## Policy Extensions

Unless stated to the contrary, the below extensions to this **Policy** automatically apply provided the cover under such extension(s) relates to a **Claim** in respect of which **You** are otherwise entitled to indemnity under this **Policy**.

Each Extension is subject to the Terms, Conditions, Definitions and Exclusions of the **Policy**, in addition to any additional terms stipulated in connection with it.

### 1. Awards

The **Insurer** will indemnify the **Insured**, up to the **Limit of Indemnity**, for any award made by an external ombudsman in respect of any case accepted by the external ombudsman for review in his position as ombudsman under any recognised scheme where the review was first notified by the ombudsman to the **Insured** during the **Period of Insurance** and notified to the **Insurer** during either the **Period of Insurance** or the **Extended Reporting Period**.

Provided that the **Insured** gives notice to the **Insurer** within ten working days of becoming aware that any ombudsman is, or will be, reviewing a case directly affecting the **Insured**.

### 2. Court Attendance Costs

The **Insurer** shall provide up to €250 per day for court attendance costs incurred by the **Insured's Employees**, or €500 per day for court attendance costs incurred by partners or directors of the **Insured** if they are legally compelled to attend a civil proceeding as a witness in a claim for which indemnity is provided by this **Policy**.

The **Excess** does not apply to this Extension.

### 3. Indemnity to Employees

The **Insurer** will indemnify any **Employee** in respect of legal liability for any **Claim** for which the **Insured** would have been entitled to indemnity under this **Policy** had the **Claim** been made against the **Insured** provided that

- (a) the **Employee** is not entitled to indemnity under any other policy
- (b) the **Employee** shall, as though they were the **Insured**, observe, fulfil and be subject to the Terms, Exclusions, Limits and Conditions of the **Policy** insofar as they can apply
- (c) the **Insurer** shall have the full conduct and control of all **Claims** in respect of which indemnity is provided by this Extension
- (d) the negligent act, error or omission giving rise to the **Claim** shall have been committed by the **Insured's Employees** in the course of their duties in connection with the **Insured's Business**.

### 4. Loss of or damage to Documents

Notwithstanding Exclusion 6 (Cyber Liability) and Exclusion 8 (Damage to Property) the **Insurer** will, in the event of loss of or damage to **Documents** occurring in the conduct of the **Business**, indemnify the **Insured** in respect of all costs and expenses reasonably and necessarily incurred by the **Insured** in replacing or restoring **Documents**, provided that

- (a) such loss or damage is sustained while the **Documents** are either in transit or in the custody of the **Insured** or any person to whom the **Insured** has entrusted them

- (b) where the **Documents** are in electronic format, the **Insured** can demonstrate, to the reasonable satisfaction of the **Insurer**, that the **Insured** had in place, sufficient and proper procedures for the security and daily back-up of **Documents**
- (c) the **Insurer** shall not be liable for loss or damage to **Documents** arising directly or indirectly from
  - (i) the transmission or impact of any **Virus**
  - (ii) unauthorised access to any **System**
- (d) the maximum liability of the Insurer under this Extension shall not exceed €500,000 in any one **Period of Insurance**.

#### 5. Public Relations Costs

Where the **Insured** retains the services of a public relations consultant or firm for the sole purposes of protecting its reputation that has been brought to question as a direct result of a **Claim** for which indemnity is provided by this **Policy**, the **Insurer** will pay any reasonable fees, costs and expenses of such public relations consultant provided that

- (a) the **Insured** notifies the **Insurer** within 28 days of first becoming aware of the insured's reputation being brought into question, and provides full written details outlining the circumstances surrounding the event; and
- (b) the **Insurer** has given its prior written consent to retain the services of such public relations consultant or firm; and
- (c) the **Insurer's** maximum liability in respect of this Extension shall not exceed €50,000 in any one **Period of Insurance**.

#### 6. Sub Consultants

The **Insurer** will indemnify the **Insured** in respect of the **Insured's** vicarious legal liability in respect of **Sub Consultants** undertaking work for the **Insured** as a **Sub Consultant** and whose acts, errors and omissions are arising from the **Business** of the **Insured** provided always that the **Insured's** rights of subrogation are not waived or otherwise amended to the **Insurer's** detriment by the **Insured**. The **Insured** shall have a written contract which shall include a provision between the **Sub Consultant** and the **Insured** to indemnify the **Insured** against any liability incurred by the **Insured** as a result of the **Sub Consultants** performance on behalf of the **Insured**. The **Insured** shall also take all reasonable steps to ensure that the **Sub Consultant** has and maintains professional indemnity insurance with a limit of indemnity of no less than €1,000,000.



## Policy Exclusions - What is Not Covered

The **Insurer** will not be liable for

### 1. Aircraft

legal liability or **Defence Costs** in respect of any **Claim** arising out of or in connection with advice, design, specification, report or research in relation to any aircraft or aerial devices or part thereof.

### 2. Asbestos Risks

legal liability or **Defence Costs** in respect of any **Claim** arising out of or in connection with or relating directly or indirectly to or resulting from the presence or release or possible presence or possible release of asbestos or asbestos containing materials in whatever form or quantity.

### 3. Bodily Injury

legal liability or **Defence Costs** in respect of any **Claim** arising out of or in connection with **Bodily Injury**.

### 4. Claims by a Parent or Subsidiary Entity

legal liability or **Defence Costs** in respect of any **Claim** by any parent or subsidiary company of the **Insured** or by any person or entity having a financial, executive or controlling interest in the **Insured**, or by any entity where the **Insured** has accepted any financial interest in place of fees otherwise incurred unless any such **Claim** is brought directly against the **Insured** by an independent third party.

### 5. Clinical Trials

legal liability or **Defence Costs** arising out of or in connection with or as a direct or indirect result of a **Clinical Trial** conducted by the **Insured**.

### 6. Cyber Liability

legal liability or **Defence Costs** arising directly or indirectly from **Hacking** or the transmitting or receiving of any **Virus**, program or code that causes corruption, erasure, theft, alteration, loss or lack of access to or interference with any electronic data or prevents or impairs any computer **System** from performing or functioning properly.

### 7. Contractual Liability

legal liability or **Defence Costs** in respect of any **Claim** in respect of liability assumed by the **Insured** by agreement unless such liability would have attached to the **Insured** notwithstanding such agreement.

### 8. Damage to Property

loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss whatsoever resulting or arising therefrom unless as provided under Policy Extension 2 (Loss of or damage to Documents)

For the purposes of this Exclusion, damage to property shall mean material or tangible property.

### 9. Directors' and Officers' Liability

legal liability or **Defence Costs** in respect of any **Claim** arising out of or in connection with any **Insured** or those indemnified by this insurance in like manner to the **Insured** in their capacity as a director, officer or trustee in respect of the performance or non-performance of their duties as a director, officer or trustee.

### 10. Employer's Obligations

legal liability or **Defence Costs** in respect of any **Claim** arising out of or in connection with any breach of obligation owed by the **Insured** as an employer to any **Employee** or prospective **Employee**.

### 11. Excess

the amount of the **Excess**.

### 12. Failure to arrange insurance and/or finance

legal liability or **Defence Costs** in respect of any **Claim** arising out of or in connection with

- (a) the **Insured's** failure to obtain or maintain adequate insurance or finance
- (b) the insolvency or other financial difficulties of the **Insured**

### 13. Fines, Penalties, Punitive Damages etc.

any fines, penalties, punitive or exemplary aggravated damages or awards where such damages have been identified separately within an award of any court tribunal, hearing, proceeding, or the multiple portion of any multiplied damage award and any **Claim** arising out of or in connection with any contract for penalties or liquidated damages levied against the **Insured** or any **Claim** deemed uninsurable by law.

### 14. Fraud

legal liability or **Defence Costs** in respect of any **Claim** arising out of or in connection with fraud, dishonesty, or criminal offence on the part of any **Employee** or **Sub Consultants** except as provided within Insuring Agreement 1. (d) .

### 15. Human Tissue Retention

legal liability or **Defence Costs** in respect of any **Claim** arising out of or in connection with the acquisition, use, retention, storage, or disposal of any human corpse or of any human tissue or organs or other human, biological or genetic material.

### 16. Investments

legal liability or **Defence Costs** in respect of any **Claim**, costs and expenses arising out of or in connection with the failure of an investment to perform

- (a) to the advantage of the client or
- (b) to the advantage of the client to the degree suggested or assumed in any advice or forecast given by the **Insured** or in the making of any discretionary fund decision by the **Insured**.

### 17. Judicial Review

any **Claim**, costs or expenses arising out of or in connection with any judicial review.

### 18. Medical Malpractice

legal liability or **Defence Costs** in respect of any **Claim** arising out of or in connection with the provision of or failure to render any medical services (other than first-aid services) including, but not limited to, medical, surgical or dental advice, treatment, diagnosis or prescription.

### 19. Jurisdiction

any action for damages brought in a Court of Law in any jurisdiction other than the United Kingdom or the European Union.

**20. Nuclear**

any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from

- (a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- (b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

**21. Transportation or Property**

legal liability or **Defence Costs** in respect of any **Claim** arising out of or in connection with the ownership, possession, occupation, use or leasing by or on behalf of the **Insured** of any mobile or immobile goods or property.

**22. Pension and Benefit Schemes**

legal liability or **Defence Costs** in respect of any **Claim** arising out of or in connection with any pension or superannuation fund or benefit scheme.

**23. Pollution**

legal liability or **Defence Costs** in respect of any **Claim** of whatsoever nature directly or indirectly arising out of or in any way involving actual or alleged seepage, pollution or contamination of any kind.

**24. Previous Claims or Circumstances**

legal liability or **Defence Costs** in respect of

- (a) any **Circumstance**
  - (i) notified under any policy which was in force prior to the inception of this **Policy**
  - (ii) known to the **Insured** or which should have been known to the **Insured** at the inception of this **Policy** which might reasonably be expected to produce a **Claim**
- (b) any **Claim** made against the **Insured** prior to the inception of this **Policy**.

**25. Products Liability**

legal liability or **Defence Costs** in respect of any **Claim** directly or indirectly arising out of, or in any way involving goods or products sold, supplied, recalled, repaired, altered, manufactured, installed or maintained by the **Insured** or by any **Sub Consultant** or agent of the **Insured**.

**26. Retroactive Date**

any act, error or omission committed or alleged to have been prior to the **Retroactive Date**.

**27. Subsidiary Companies**

any legal liability based upon or arising out of or relating directly or indirectly to or in consequence of or in any way involving business or operations conducted by or on behalf of any subsidiary company unless named in the **Policy Schedule** or as endorsed thereon.

**28. Terrorism**

loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with

- (a) any act of **Terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss

- (b) any action taken in controlling, preventing, suppressing or in any way relating to any act of **Terrorism**

If the **Insurers** allege that by reason of this Exclusion that any **Claim** is not covered by this **Policy**, the burden of proving the contrary shall be upon the **Insured**.

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

### 29. Trading Losses

legal liability or **Defence Costs** in respect of any **Claim** arising out of or in connection with

- (a) any trading losses or trading liabilities incurred by any **Business** managed or carried on by the **Insured** including loss of any client account or business
- (b) the actual or alleged over-charging or improper receipt of fees by the **Insured**.

### 30. War

loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from, in connection with or as a result of with any consequence of war, invasion, act of foreign enemy hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection or military or usurped power.

## Policy Conditions

The following Conditions apply to the whole **Policy**.

### 1. Alterations in Risk

The **Insured** must tell the **Insurer** immediately if there is an alteration to the risk that would result in the risk no longer reflecting that which was presented to, assessed, and accepted by the **Insured** when this contract of insurance was effected.

### 2. Cancellation

The **Insurer** may at its absolute discretion cancel this **Policy** by sending thirty days written notice by registered post to the **Insured** at the **Insured's** last known address. In such event the **Insured** will be entitled to a refund of a proportionate part of the paid premium for the unexpired **Period of Insurance**.

The **Insured** may cancel this **Policy** by advising the **Insurer** in writing.

If the **Insured** cancels the **Policy** within the first fourteen days of the contract, the **Insurer** will refund any paid premium for the unexpired **Period of Insurance**, provided there has been no claim notified and the **Insured** is not aware of any circumstance which will likely lead to a claim during the current **Period of Insurance**.

If the **Insured** cancels the **Policy** at any other time, the **Insurer** will refund any paid premium for the unexpired **Period of Insurance**, subject to

- (a) no claim having arisen and the **Insured** not being aware of any circumstance likely to give rise to a claim during the current **Period of Insurance**
- (b) any **Minimum Premium** requirement.

### 3. Claims Procedure

#### Notification

The **Insured** shall give notice as soon as is practical to the **Insurer** of

- (a) any **Claim** made against the **Insured**
- (b) the receipt of notice from any person of an intention to hold the **Insured** responsible for damages following any negligent act error or omission
- (c) any **Circumstance** which may give rise to a **Claim**.

#### Control of Claims

Every letter, **Claim**, writ, summons and process shall be forwarded to the **Insurer** on receipt. No admission offer promise payment or indemnity shall be made or given by or on behalf of the **Insured** without the written consent of the **Insurer** which shall be entitled to take over and conduct in the name of the **Insured** for its own benefit any **Claim** and shall have full discretion in the conduct of any proceedings and in the settlement of any **Claim**. The **Insured** shall give such assistance as the **Insurer** may require.

#### 4. Dispute Resolution

All matters of difference between the **Insured** and the **Insurer** arising out of or in connection with this insurance, including any dispute regarding the existence of this **Policy** or any disclaimer of liability or indemnity, will be referred, in the first instance, to mediation. However, it is noted and agreed that mediation is a voluntary process which may be declined by either the **Insured** or the **Insurer**.

If the choice of a mediator willing and available to accept appointment cannot be agreed between us within 30 days of the referral to mediation, then the **Insured** and **Insurer** will accept a mediator nominated by the Irish Commercial Mediation Association.

If the matter in dispute is not resolved through mediation the dispute or difference arising shall be referred to arbitration within 30 days of the holding of the mediation.

If the choice of an arbitrator willing and available to accept appointment cannot be agreed between us within 30 days, the President for the time being of the Incorporated Law Society of Ireland will be asked to make such an appointment.

The decision of the arbitrator shall be final and binding on the **Insured** and **Insurer**.

If the difference or dispute or any disclaimer of liability or indemnity so arising is not referred by the **Insured** to mediation within 12 months of such difference or dispute or disclaimer or liability or indemnity so arising, any claim made of the **Insurer** by the **Insured** under this **Policy** shall be deemed to abandoned absolutely and irrevocably by the **Insured** and shall not be recoverable thereafter.

#### 5. Discharge of Liability

The **Insurer** may at any time pay to the **Insured** or to any other party insured under this **Policy** the **Limit of Indemnity** as shown on the **Policy Schedule** or as endorsed thereon (less any sum or sums paid as damages) or any lesser amount for which any **Claim** or **Claims** can be settled and upon such payment the **Insurer** shall be under no further liability in connection with such **Claim** or **Claims**.

#### 6. Excess

If requested by the **Insurer**, any **Excess** amount (or any lesser expenditure that the **Insurer** may require) must be lodged by the **Insured** to the **Insurer**.

#### 7. Fraudulent Claims

If any party insured by this **Policy** makes a claim under this **Policy** which omits information of a material nature and/or contains information that is false or misleading in any material respect and that insured party either

- (a) knows that information of a material nature has been omitted; and/or
- (b) knows that such information is false or misleading; and/or
- (c) consciously disregards whether such information is false or misleading

then the **Insurer** shall be entitled to refuse to pay that claim. The **Insurer** shall also be entitled to terminate this **Policy** with effect from the date of the submission of the fraudulent claim.

## 8. Governing Law

Any interpretation of this **Policy** or issue relating to its construction, validity or operation is governed by the laws of the Republic of Ireland. The parties agree to submit to the exclusive jurisdiction of the Courts of the Republic of Ireland.

## 9. Innocent Non-Disclosure or Misrepresentation

In the event of non-disclosure or misrepresentation the **Insurer** shall waive its rights to avoid this **Policy** provided that

- (a) the **Insured** is able to establish to the satisfaction of the **Insurer** that such non-disclosure or misrepresentation was innocent and free from any fraudulent conduct or intent to deceive
- (b) the premium and terms shall be adjusted at the discretion of the **Insurer** to those which would have applied had such non-disclosure or misrepresentation been disclosed
- (c) where the **Insured** should have notified during a preceding **Period of Insurance** either a **Claim** made against the **Insured** or **Circumstances** which could give rise to a **Claim** and the indemnity or cover to which the **Insured** would have been entitled was in any way more restricted than that provided at the date of notification the **Insurer** shall be liable only to the extent applicable during such preceding **Period of Insurance**.

## 10. Inspection and Audit

The **Insurer** or such representative as the **Insurer** may designate, will be permitted, but not obligated, to inspect the **Insured's** property and operations at any time given reasonable notice. Neither the **Insurer's** right to make inspections nor the making thereof nor any report thereon will constitute an undertaking on behalf of or for the benefit of the **Insured** or others, to determine or warrant that such property or operations are safe.

## 11. Non-Contribution

The **Policy** does not cover liability which forms the subject of insurance by any other policy except in respect of any excess beyond the limit of indemnity which would have been payable under such other policy had this **Policy** not been effected.

## 12. Non-Cumulative Indemnity Limits

Regardless of the number of years this **Policy** or any succeeding **Policy** of a like nature with the **Insurer** shall continue in force and the number of premiums which shall be paid or payable the liability of the **Insurer** shall not be cumulative in amounts from **Period of Insurance** to **Period of Insurance** and a **Claim** shall be deemed to attach to the insurance current as at the date of notification in the terms of the Condition 3 and the **Limit of Indemnity** in effect at that time shall prevail.

## 13. Observance of Terms

All parties insured by this **Policy** must observe and fulfil the Terms Conditions and **Endorsements** of the **Policy** insofar as they relate to anything to be done or complied with by them.

## 14. Premium Adjustment

If any part of the premium is calculated on estimates furnished by the **Insured**, the **Insured** shall keep an accurate record containing all particulars relative thereto and shall at all times allow the **Insurer** to inspect such record. The **Insured** shall within one month from the expiry of each **Period of Insurance** furnish to the **Insurer** such particulars and information as the **Insurer** may require. The premium for such period shall thereupon be adjusted and the difference paid by or allowed to the **Insured** subject to any **Minimum Premium** requirement specified therein.

### 15. Reasonable Care

The **Insured** shall use due diligence and care and take all reasonable and practical steps to avoid or diminish any liability which may give rise to or has given rise to a **Claim** by ensuring that all **Employees** operate only within their own level of authority and are suitably qualified and competent for the job which they are undertaking by and on behalf of the **Insured**.

### 16. Renewal Procedure

Prior to expiry of the **Period of Insurance** each year, the **Insurer** may request the **Insured** to complete a renewal declaration form.

The renewal premium (and, if applicable, any adjustment of premium for the past year) will be calculated on the information provided by the **Insured**.

Renewal will not be invited unless a satisfactory declaration is received by the **Insurer** when requested, prior to the expiry of the **Period of Insurance**. Failure to submit a renewal declaration form, if requested, prior to the expiry of the **Period of Insurance** will cause this **Policy** to be lapsed from the expiry date.

### 17. Reporting of Circumstances

If during the **Period of Insurance**, the **Insured** becomes aware of any **Circumstance** which may give rise to a **Claim** for indemnity under this **Policy** and during the **Period of Insurance** the **Insured** gives notice as soon as reasonably practicable to the **Insurer** in connection with said **Circumstance** and containing the following details;

- (a) the reasons for anticipating that **Claim**,
- (b) the full particulars as to dates, acts and persons involved
- (c) the circumstances in which **Insured** first became aware of such **Circumstance** based on the specific act, error or omission

then, any **Claim** subsequently made against the **Insured** arising out of or in connection with such **Circumstance**, shall be deemed to have been first made and reported to the **Insurer** by the **Insured** during the **Period of Insurance** provided such notice containing the details outlined above is received and accepted by the **Insurer** as a **Circumstance**.

### 18. Senior Counsel

The **Insured** shall give all assistance as the **Insurer** may require but neither the **Insured** nor the **Insurer** shall be required to contest any legal proceedings unless a senior counsel (or by mutual agreement between the **Insured** and the **Insurer** a similar authority) shall advise that such proceedings could be contested with the probability of success.

### 19. Subrogation

Any claimant under this **Policy** will at the request and expense of the **Insurer** take and permit to be taken all necessary steps for enforcing rights against any other party in the name of the **Insured** before or after any payment is made by the **Insurer**.

The **Insurer** shall be entitled, where legally permitted and at its absolute discretion, to take over and conduct in the name of the **Insured**, the defence or settlement of any claim and to prosecute at its own expense and for its own benefit, any claim for indemnity or damages against any other person or persons.



## Data Protection Policy

IPB Insurance is committed to protecting your personal information. IPB is a data controller and is required to comply with the Data Protection Acts 1988 – 2018 and the General Data Protection Regulation. The information that you provide ('data') will be used for the administration of your policy and/or any claims made on the policy. Data is at all times treated as confidential and the appropriate measures are taken to ensure it is secure. A copy of our Data Protection Notice can be found on our website [www.ipb.ie](http://www.ipb.ie). The notice explains why we collect and use your data, who we share your data with, your data protection rights, how long we retain your data for, where your data is located and what to do if you have any data protection complaints. If you would like to receive a written copy of the Data Protection Notice you can email [dpo@ipb.ie](mailto:dpo@ipb.ie) or write to Data Protection Officer, IPB Insurance, 1 Grand Canal Square, Grand Canal Harbour, Dublin 2.

## Complaints Procedure

It is important to us that you receive the highest level of service at all times and we hope you never have to complain. However, if for any reason you need to contact us on a service matter, we do wish to hear from you. It is our policy to deal with all complaints fairly and efficiently, therefore, if you have a complaint, please contact the

Complaints Officer,  
IPB Insurance,  
1 Grand Canal Square,  
Grand Canal Harbour,  
Dublin D02 P820.  
Tel: +353 1 639 5500; or  
email [complaints@ipb.ie](mailto:complaints@ipb.ie).

We will acknowledge all written complaints in writing within 5 business days of receipt and will advise you who is dealing with the complaint until it is resolved or cannot be processed any further. Details of all verbal complaints are recorded in writing. Upon receipt of a verbal complaint, we will offer you an opportunity to have your complaint treated as a written complaint. Our aim is to resolve any complaint as quickly as possible. You will receive a regular written update on the progress of the investigation at intervals of not greater than 20 business days. If your complaint is not resolved within 40 business days, we will inform you of the anticipated time frame in which we hope to resolve the complaint and advise you of your right to refer the matter to the

Financial Services and Pensions Ombudsman,  
Lincoln House,  
Lincoln Place,  
Dublin D02VH29.  
Telephone: 01-567700  
[www.fspo.ie](http://www.fspo.ie).

## Employment Practices Liability Policy Schedule

<b>Policy Number:</b>	IEP0000043	Policy Form: EPLI (CM) 2020.09
<b>Insured:</b>	Various Community Employment & Job Initiative Schemes & Community Service Programmes	
<b>Address:</b>	c/o Marsh Ireland 25/28 Adelaide Road Dublin 2	
<b>Business:</b>	Community Employment & Job Initiative Schemes & Community Services Programmes with activities per details lodged with Insurer as stated in the Certificate of Insurance	
<b>Period of Insurance:</b>	As stated in the Certificate of Insurance	As stated in the Certificate of Insurance
<b>Limit of Indemnity:</b>	As stated in the Certificate of Insurance	
<b>Excess:</b>	As stated in the Certificate of Insurance	
<b>Retroactive Date:</b>	As stated in the Certificate of Insurance	

<b>Operative Endorsements:</b>	See below
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<b>Premium Payable:</b>	As stated in the Certificate of Insurance
<b>5% Government Levy:</b>	As stated in the Certificate of Insurance
<b>Total Premium incl. 5% Government Levy:</b>	As stated in the Certificate of Insurance
<b>Date of Issue:</b>	01 February 2021

## **Endorsements applicable to this Policy**

### **Definition of Period of Insurance**

The definition of "Period of Insurance" is deleted and replaced with the following;

Period of Insurance shall mean the dates stated in the Certificate of Insurance.

### **Certificate of Insurance**

Certificate of Insurance shall mean the separate document which provides the specific details of the cover applicable to each Community Employment Scheme for whom indemnity is provided under the Master Policy.

### **Master Policy**

Master Policy shall mean the policy document and Policy Schedule detailing the terms and conditions applicable in respect of all Community Employment Schemes other than as altered or amended in the Certificate of Insurance.

### **Definition of Insured Organisation**

The definition of "Insured Organisation" is deleted and replaced with;

Insured Organisation shall mean that as detailed in the Certificate of Insurance or as endorsed hereon.

### **Definition of Limit of Indemnity**

The definition of "Limit of Indemnity" is deleted and replaced with;

Limit of Indemnity shall mean the amount specified in the Certificate of Insurance and shall be the maximum amount payable in respect of all Loss in any one Period of Insurance.

### **Definition of Retroactive Date**

The definition of "Retroactive Date" is deleted and replaced with;

Retroactive Date shall mean that the Policy shall only indemnify the Insured in respect of any Wrongful Employment Practice claims first notified on or after the Retroactive Date specified in the Certificate of Insurance.

A large, thick, curved graphic element on the left side of the page, following a similar color gradient as the 'O' in the logo, from blue at the bottom to yellow at the top.

# Employment Practices Liability Insurance Policy Document

EPLI (CM) 2020.09

## Contents

Introduction .....	1
Insuring Agreement – What is Covered .....	2
Policy Extensions.....	2
Policy Exclusions – What is not Covered.....	3
Policy Conditions.....	5
Policy Definitions .....	9
Data Protection Policy.....	12
Complaints Procedure.....	12

## Introduction

IPB Insurance Company Limited by Guarantee trading as IPB Insurance (hereinafter referred to as the Insurer) and **You**, the **Insured** agree that

- (a) this Policy comprising of the Introduction, Policy Schedule, Insuring Agreement, Exclusions, Conditions, Definitions and any operative Endorsements shall be read as one contract and any word or expressions to which a specific meaning has been attached therein shall bear such specific meaning wherever it may appear.
- (b) any information provided by the Insured or on the Insured's behalf and agreed by the Insurer, shall be relied upon to inform the assessment and acceptance of this risk.
- (c) in consideration of the payment of premium, the Insurer will indemnify the Insured in the manner and to the extent described within this Policy whilst carrying on the Business described in the Policy Schedule subject to the Policy Exclusions, Endorsements, Conditions and Definitions as stated or as subsequently endorsed hereon.
- (d) in accordance with Section 93 of the Insurance Act 1936, it is understood and agreed that all monies which become or may become due and payable by the Insurer under this Policy shall be payable and paid in the Republic of Ireland.
- (e) the appropriate stamp duty has been or will be paid to the Revenue Commissioners in accordance with the Stamp Duties Consolidation Act 1999, Schedule 1 (as amended).



Signed for and on behalf of the Insurer  
Michael Garvey  
Chief Executive

IPB Insurance Company Limited by Guarantee trading as IPB Insurance is regulated by the Central Bank of Ireland. Reg. No. 7532 Republic of Ireland.

## Insuring Agreement – What is Covered

The Insurer shall pay the Loss on behalf of the Insured Organisation arising from any Claim for any Wrongful Employment Practice:

1. First made against the Insured during the Period of Insurance.
2. Occurring on or after the Retroactive Date specified in the Policy Schedule, within the Territorial Limits and arising out of and in connection with the Business.
3. Reported to the Insurer during the Period of Insurance or Discovery Period and pursuant to the Terms, Conditions and Endorsements of this Policy.

The limit of Indemnity is the maximum sum payable inclusive of both Damages and Defence Costs during any one Period of Insurance.

## Policy Extensions

Subject to all of the terms, conditions and exclusions of this Policy, cover is extended as follows

### 1. Outside Entities

If an Insured Person during the Period of Insurance serves as a director, officer, trustee, governor or equivalent of an Outside Entity at the specific request or direction of the Insured Organisation, the Insurer shall pay the Loss on behalf of such Insured Person due to a Wrongful Employment Practice.

### 2. Discovery Period

The Insured Organisation shall be entitled to a 30 day Discovery Period at no additional premium in the event of non-renewal or cancellation of the Policy by the Insurer.

## Policy Exclusions – What is not Covered

The Insurer shall not be liable to make any payment for Loss in connection with any Claim

### 1. Fraud, Dishonesty & Criminal Acts

- (a) arising out of, based upon or attributable to the intentional committing of, condoning of or conniving in any dishonest act, criminal breach of law or regulation, fraudulent act or reckless act
- (b) arising out of, based upon or attributable to a Wrongful Employment Practice intended to secure or which does secure the gaining of any profit or advantage to which the Insured was not legally entitled.

These exclusions shall only apply if it is established through a judgment, or any other final adjudication adverse to the Insured, or any admission by an Insured that the relevant conduct did in fact occur.

For the purposes of applying this exclusion, no fact pertaining to or knowledge possessed by any Insured shall be imputed to any other Insured.

### 2. Prior Claims

- (a) based upon, arising out of, or in consequence of the facts alleged or of the same or related Wrongful Employment Practice alleged or contained in any Claim which has been reported or in any circumstances of which notice has been given under any policy which this Policy renews or replaces or follows in whole or in part
- (b) based upon, arising out of, or in consequence of any claim form, writ, demand, suit or other proceeding in existence or pending, or order, decree or judgment entered, against any Insured on or prior to the Pending and Prior Litigation Date stated in the Policy

Schedule or the same or essentially the same facts, circumstances or situations as are underlying or alleged in such claim form, writ, demand, suit, other proceeding, order decree or judgment.

### 3. Other Claims

- (a) based upon, arising out of, or in consequence of any Wrongful Employment Practice arising out of the Insured serving in any capacity other than an Insured Capacity
- (b) based upon, arising out of, or in consequence of the voluntary assumption by an Insured of the liability for any act, error or omission of any person who is not an Insured.

### 4. Bodily Injury and Property Damage

For bodily injury, sickness, disease, mental illness, stress, emotional distress or death of any natural person, or damage to, destruction, impairment or loss of use of any property, provided that any Claim for emotional distress shall not be excluded with respect to a Wrongful Employment Practice.

### 5. Non-Pecuniary Relief

Alleging, arising out of, based upon or attributable to any court or tribunal order for, grant of or agreement to provide injunctive or non-pecuniary relief, including but not limited to re-engagement or reinstatement of an Employee, provided, however, that this exclusion shall not apply to Defence Costs incurred in the court or tribunal proceedings.

### 6. Redundancies

- (a) arising out of, based upon or attributable to the breach of any legislation relating to collective redundancies as contained in the Protection of Employment Act, 1977, or any similar legislation provided, however, that this exclusion shall not apply to any Claims for discrimination
- (b) for breach of any law or duty relating to redundancy procedures or requirements where the breach is deliberate or reckless.

## 7. Statutory Obligations

Directly or indirectly based upon, arising out of or in any way involving an actual or alleged violation of the responsibilities, obligations or duties imposed by any law or regulation governing health and safety, workers' compensation, redundancy or unemployment, social security, national insurance system, minimum wage, retirement or disability benefits or any similar law or regulation whether statutory or common law in the jurisdiction of the Republic of Ireland; provided however, that this exclusion shall not apply to Loss arising from a Claim for Retaliation.

## 8. Employee Benefits

- (a) arising in any capacity as trustee or fiduciary under law or administrator of any superannuation, pension, retirement savings, profit sharing, health, welfare or any other employee or worker benefit scheme, programme plan or trust or for any actual or alleged breach of an Insured's responsibilities or obligations as imposed by The Pensions Act 1990 and 1996, both as from time to time amended, or any similar laws
- (b) arising out of, based upon or attributable to any obligation pursuant to any minimum wage regulations, workers' compensation, sickness, healthcare or disability benefits, redundancy or unemployment benefits or compensation, unemployment insurance, retirement benefits, social security benefits or national insurance system and any similar law or obligation whatsoever;

provided however, that this exclusion shall not apply to Loss arising from a Claim for Retaliation.

## 9. Labour Relations

Based upon, arising out of, or in consequence of any actual or alleged breach of any law or duty relating to

- (a) the rights of Employees to engage in, or to refrain from engaging in, union or other collective activities
- (b) the duty or obligation to notify, meet, discuss with, consult with or bargain with any Employee or Employee representative, collectively or otherwise
  - (i) collectively bargained agreements
  - (ii) strikes, work stoppages, boycotts, picketing, lockouts, or other industrial action.

## 10. War/Terrorism

Caused by or arising from any of the following regardless of any other occurrence contributing concurrently or in any other sequence

- (a) war, invasion, acts-of-foreign-enemies, hostilities or warlike-operations (whether war be declared or not) civil war, rebellion, revolution, insurrection or military or usurped power or civil commotion assuming the proportions of or amounting to an uprising
- (b) any act of terrorism.

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

This Policy additionally excludes any liability directly or indirectly caused by arising from or in connection with any action taken in controlling, preventing or suppressing or in any way relating to (a) and/or (b) above.

If the Insurer alleges that by reason of this Exclusion any liability is not indemnifiable under this Policy, then the burden of proving the contrary shall be upon the Insured.



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

#### 11. Asbestos

Directly or indirectly caused by arising from in consequence of or in any way involving asbestos.

## Policy Conditions

### 1. Arbitration

All matters of difference between the **Insured** and the **Insurer** arising out of or in connection with this insurance, including any dispute regarding the existence of this **Policy** or any disclaimer of liability or indemnity, will be referred, in the first instance, to mediation. However, it is noted and agreed that mediation is a voluntary process which may be declined by either the **Insured** or the **Insurer**.

If the choice of a mediator willing and available to accept appointment cannot be agreed between us within 30 days of the referral to mediation, then the **Insured** and **Insurer** will accept a mediator nominated by the Irish Commercial Mediation Association.

If the matter in dispute is not resolved through mediation the dispute or difference arising shall be referred to arbitration within 30 days of the holding of the mediation.

If the choice of an arbitrator willing and available to accept appointment cannot be agreed between us within 30 days, the President for the time being of the Incorporated Law Society of Ireland will be asked to make such an appointment.

The decision of the arbitrator shall be final and binding on the **Insured** and **Insurer**.

If the difference or dispute or any disclaimer of liability or indemnity so arising is not referred by You to mediation within 12 months of such difference or dispute or disclaimer or liability or indemnity so arising, any claim made of Us by You under this Policy shall be deemed to be abandoned absolutely and irrevocably by You and shall not be recoverable thereafter.

### 2. Allocation

The Insurer shall be liable only for Defence Costs or other Loss derived exclusively from a covered

Claim against an Insured Person or an Insured Organisation.

In the event that any Claim involves both covered matters and uncovered matters, a fair and proper allocation of any Defence Costs, judgments and/or settlements shall be made between the Insured Organisation, the Insured Persons and the Insurer taking into account the relative legal and financial exposures attributable to covered matters and matters not covered under this Policy.

### **3. Alteration**

The Insured must tell the Insurer immediately if there is an alteration to the risk that would result in the risk no longer reflecting that which was represented to, assessed, and accepted by the Insurer when this contract of insurance was effected.

### **4. Assignment**

This Policy and any rights hereunder cannot be assigned without written consent of the Insurer.

### **5. Authorisation**

All Insureds agree, by accepting this Policy, that the Insured Organisation is authorised to act on their behalf with respect to

- (a) the giving and receiving of notice of Claims, termination, cancellation, or non-renewal
- (b) the payment of premiums, any deductible and the receiving of any return premiums that may become due under this Policy
- (c) the negotiation of, agreement to and acceptance of Policy terms, Conditions, and any Endorsements
- (d) the giving and receiving of notice or other communication provided for in or required under this Policy.

### **6. Cancellation**

The Insurer may, at its absolute discretion, cancel this Policy by sending fourteen days written notice by registered post to the Insured at the Insured's last known address. In such event the Insured will be entitled to a refund of a proportionate part of the paid premium for the unexpired Period of Insurance.

The Insured may cancel this Policy by advising the Insurer in writing.

If the Insured cancels this Policy within the first fourteen days of this contract, the Insurer will refund any paid premium for the unexpired Period of Insurance provided there has been no claim notified and the Insured is not aware of any circumstance which will likely lead to a claim during the current Period of insurance.

If the Insured cancels this policy at any other time, a refund of any paid premium for the unexpired Period of Insurance will be given by the Insurer, subject to

- (a) there having been no claim notified and the Insured not being aware of any circumstance which will likely lead to a claim during the current Period of Insurance, and
- (b) any Minimum Premium requirement.

### **7. Claims Procedures**

#### **Notification**

The Insured shall, as soon as reasonably possible, give notice to the Insurer of

- (a) any Claim made against the Insured
- (b) the receipt of notice from any person of an intention to hold the Insured responsible for compensation following any negligent act error or omission
- (c) any circumstances which may give rise to a Claim.

#### **Control of Claims**

Every letter, Claim, writ, summons, and process shall be forwarded to the Insurer on receipt. No admission offer promise payment or indemnity shall be made or given by or on behalf of the

Insured without the written consent of the Insurer which shall be entitled to take over and conduct in the name of the Insured for its own benefit any Claim and shall have full discretion in the conduct of any proceedings and in the settlement of any Claim. The Insured shall give such assistance as the Insurer may require.

#### **8. Discharge of Liability**

The Insurer may make any settlement of a Claim it considers sensible. If the Insured withholds consent to such settlement, the Insurer's liability for Loss on account of that Claim shall not exceed the amount for which the Insurer could have settled that Claim on the Insured's behalf plus Defence Costs accrued as of the date at which acceptance of such settlement was proposed in writing by the Insurer to the Insured.

At any point in time, the Insurer may pay to the Insured Organisation the unpaid balance of the Limit of Indemnity, and upon such payment, all obligations of the Insurer under this Policy shall cease.

#### **9. Excess**

Excess is the amount which shall be borne by the Insured Organisation uninsured and at its own risk. The Insurer shall only be liable for the amount of Loss arising from a Claim which is in excess of the Excess amount specified in the Policy Schedule. However, no Excess shall apply to a Claim made solely against an Insured Person. If a Claim is first made jointly against both an Insured Person and an Insured Organisation, the applicable Excess stated in the Policy Schedule shall apply to such Loss.

#### **10. Fraud**

If any insured party makes a claim under this Policy which omits information of a material nature and/or contains information that is false or misleading in any material respect and that insured party either

- (a) knows that information of a material nature has been omitted; and/or
- (b) knows that such information is false or misleading; and/or

- (c) consciously disregards whether such information is false or misleading

then the Insurer shall be entitled to refuse to pay that claim. The Insurer shall also be entitled to terminate this Policy with effect from the date of the submission of the fraudulent claim.

#### **11. Jurisdiction and Governing Law**

Any interpretation of this Policy or issue relating to its construction, validity or operation is governed by the laws of the Republic of Ireland. The parties agree to submit to the exclusive jurisdiction of the Courts of the Republic of Ireland.

#### **12. Interpretation**

The Policy comprising the Introduction, Policy Schedule, Definitions, Insuring Clause, Exclusions, Conditions and any Endorsements shall be read as one contract and any word or expressions to which a specific meaning has been attached therein shall bear such specific meaning wherever it may appear.

#### **13. Limit of Indemnity**

Limit of Indemnity is the total aggregate limit of the Insurer's liability for all Loss, on account of all Claims made against all Insured's under all insurance covers and extensions under this Policy combined. The Insurer shall have no liability in excess of such Limits of Indemnity irrespective of the number of Insureds or Claims made during the Period of Insurance. Loss arising from any Claim which is made subsequent to the Period of Insurance which pursuant to the provisions of Claims Procedures is considered made during the Period of Insurance shall also be subject to the same total aggregate Limit of Indemnity. Any sum paid by the Insurer under this Policy shall erode the Insurer's liability for Loss under the Limit of Indemnity.

#### **14. Non-Contribution**

This Policy does not cover any Loss which forms the subject of insurance by any other policy and shall not be drawn into contribution with such other policies.

### **15. Observance of Terms**

Any party insured by this Policy must observe and fulfil the terms, conditions, and endorsements of this Policy insofar as they relate to anything to be done or complied with by them.

### **16. Representation and Severability**

In issuing this Policy to the Insured Organisation, the Insurer has relied upon the material declarations and statements in the written application for this Policy together with its attachments and other information supplied.

The declarations, statements, attachments, and information contained in the statements in the written application shall be considered a separate proposal by each Insured. With respect to the declarations, statements, attachments, and information contained in the statements in the written application

- (a) no statements made or knowledge possessed by any Insured Person shall be imputed to any other Insured Person
- (b) only facts pertaining to and knowledge possessed by any past, present or future member of Senior Management, in-house legal counsel or human resources director of the Insured Organisation shall be imputed to the Insured Organisation

to determine if cover under this Policy is available.

### **17. Subrogation**

In the event of any payment under this Policy, the Insurer shall, where legally permitted, be subrogated to each Insured's rights of recovery, contribution, and indemnity, to the extent of such payment. The Insureds shall do nothing to prejudice such rights. Each Insured shall execute all papers required and shall do everything necessary to secure and preserve such rights and to enable the Insurer to bring proceedings in the name of the Insured.

The Insurer will not exercise its rights of subrogation against an Insured Person in

connection with a Claim under this Policy unless the Insurer can establish that Exclusion 1. Fraud, Dishonesty & Criminal Acts applies to that Claim and to that Insured Person.

## Policy Definitions

**Business** shall mean that as detailed in the Policy Schedule.

**Claim** shall mean a written demand or civil, criminal, formal administrative or formal regulatory or arbitration proceeding seeking compensation or other legal remedy

- (a) alleging a specified Wrongful Employment Practice
- (b) first made by or on behalf of any past, present or prospective Employee of an Insured Organisation against an Insured during the Period of Insurance.

Any Claim or Claims arising out of, based upon or attributable to a single Wrongful Employment Practice shall be considered to be a single Claim for the purposes of this Policy.

Civil proceeding will include tribunal proceedings, application for injunctive or non-pecuniary relief, request for reinstatement or re-engagement or counterclaim. However, in no event, shall the term Claim include any labour or grievance proceeding which is subject to a collective bargaining agreement. Any Claim or Claims arising out of, based upon or attributable to a single Wrongful Employment Practice shall be considered to be a single Claim for the purposes of this Policy. The term Claim shall include the Office of the Director of Equality Investigations or Labour Court or similar proceeding or investigation.

**Defence Costs** shall mean reasonable and necessary fees, costs and expenses incurred by or on behalf of the Insured after a Claim is made with the prior written consent of the Insurer resulting solely from the investigation, adjustment, defence, settlement or appeal of any Claim. Defence Costs are not payable in addition to the Limit of Indemnity and are part of the Loss and subject to the total aggregate Limit of Indemnity. Defence Costs shall include premiums for any appeal bond, attachment bond or similar

bond, but without obligation to apply for or furnish any bond but shall not include remuneration of any Employee cost of their time or costs of overheads of the Employee.

**Discovery Period** shall mean a period of 30 days immediately following the termination of the Period of Insurance during which written notice may be given to the Insurer of any Claim first made against the Insured during such period of time or the Period of Insurance for any Wrongful Employment Practice occurring prior to the end of the Period of Insurance and otherwise covered by this Policy.

**Employee** shall mean any past, present or future employee of the Insured Organisation, including any part-time, temporary and seasonal employees, including contracted and seconded individuals operating in his or her capacity as such. Employee does not include any contractor engaged by the Insured Organisation or any Employee of the Insured Organisation while loaned to or working for another employer.

**Employment-related Benefits** shall mean perquisites and fringe benefits; Payments due under any employee benefit plan or pension scheme; stock or share options or any other right to purchase, acquire or sell stock or shares of the Insured Organisation; or incentive or deferred compensation or any other type of compensation other than salary, wages and bonus compensation.

**Excess (Each and Every Claim)** shall mean the amount as stated in the Policy Schedule or as endorsed hereon which the Insured is responsible for in respect of any one Claim for which indemnity is provided by this Policy. If requested by the Insurer, any Excess (Each and Every Claim) amount (or any lesser expenditure that the Insurer may require) must be lodged by the Insured to the Insurer.

**Excess (Aggregate)** shall mean the maximum amount as stated in the Policy Schedule or as endorsed hereon which the Insured is

responsible for in respect of all Claims in any one Period of Insurance for which indemnity is provided by this Policy. If requested by the Insurer, any Excess (Aggregate) amount (or any lesser expenditure that the Insurer may require) must be lodged by the Insured to the Insurer.

**Insured** shall mean an Insured Person and the Insured Organisation.

**Insured Capacity** shall mean the performance of the functions, duties and responsibilities which such Insured Person has been retained, appointed or employed to perform in their employed capacity within an Insured Organisation, including serving as a director, officer, trustee, governor or equivalent of an Outside Entity at the specific request or direction of the Insured Organisation.

**Insured Person** shall mean

- (a) any natural person who was, is or shall become an Employee of the Insured Organisation, but only in his or her capacity as such
- (b) the spouse or legally recognised domestic partner of an Insured Person who is deceased, incompetent or insolvent, for Loss arising from a Claim for a Wrongful Employment Practice of such Insured Person
- (c) the administrator or executor of a deceased Insured Person's estate for Loss arising from a Claim for a Wrongful Employment Practice of such Insured Person.

**Insured Organisation** shall mean the organisation specified in the Policy Schedule.

**Limit of Indemnity** shall mean the amount specified in the Policy Schedule in any one period or as endorsed hereon.

**Loss** shall mean award of damages, judgments (including but not limited to court and tribunal

judgments); award of Claimant's costs; sums payable pursuant to any settlements and Defence Costs; however, Loss shall not include civil or criminal fines or penalties imposed by law; non compensatory damages including punitive, exemplary or multiple damages and damages for injury to feelings; taxes; any amount for which the Insured is not legally liable; damages, compensation or sums which are severance payments and/or which are in respect of a notice period and/or which are determined to be owing under a written contract of employment and/or which are determined to be owing under an express written obligation to make payments in the event of the termination of employment and/or which represent any amount the Insured would have been liable for in the absence of a Wrongful Employment Practice, Employment-related Benefits; the future salary of a claimant who has been or shall be hired, promoted or reinstated to employment any liability or costs incurred by any Insured to modify any building or property in order to make said building or property more accessible or accommodating to any disabled person, or any liability or costs incurred in connection with any educational, sensitivity or other corporate program, policy or seminar relating to any Claim alleging discrimination or other Wrongful Employment Practice; and/or matters which are uninsurable under Irish law. Damages include back pay and front pay. Loss is specifically extended to include aggravated damages awarded by a court or tribunal in Ireland.

**Minimum Premium** shall mean the Minimum Premium retained by the Insurer in respect of this Policy as stated in the Policy Schedule or as endorsed hereon.

**Outside Entity** shall mean any entity listed as such by endorsement to this Policy.

**Pending and Prior Litigation Date** shall mean the date any litigation or proceedings involving the Insured Organisation was initiated.

**Period of Insurance** shall mean the period of time from the inception date to the expiry date specified in the Policy Schedule.

**Retaliation** shall mean a Wrongful Employment Practice of an Insured against an Employee relating to or alleged to be in response to whistleblowing or on account of such Employee's exercise or attempted exercise of their legally protected rights.

**Retroactive Date** shall mean that the Policy shall only indemnify the Insured in respect of any Wrongful Employment Practice claims first notified on or after the Retroactive Date specified in the Policy Schedule.

**Wrongful Employment Practice** shall mean any actual or alleged

- (a) unfair or wrongful dismissal, discharge or termination, either actual or constructive, of employment including breach of an express or implied contract
- (b) employment-related misrepresentation
- (c) unlawful employment related discrimination (including but not limited to discrimination based upon age, gender, race, colour, national origin, religion, sexual orientation or preference, marital status, family status, travelling community membership, pregnancy or disability or victimisation)
- (d) employment-related breach, violation or non-compliance with the Data Protection Act 1988
- (e) employment related libel, slander, humiliation, defamation, infliction of emotional distress, invasion of privacy
- (f) wrongful failure to employ or promote
- (g) wrongful deprivation of career opportunities
- (h) wrongful demotion

- (i) wrongful discipline
- (j) failure to furnish accurate job references
- (k) failure to grant tenure
- (l) negligent employee evaluation
- (m) sexual or workplace or racial or disability harassment of any kind (including the alleged creation of a harassing workplace environment)
- (n) failure to provide adequate employee policies and procedures
- (o) Retaliation (including lockouts)
- (p) violation of an individual's civil rights relating to the above and for the avoidance of doubt, any other Claim pursuant to the Employment Equality Act, 1998, Equality Act 2004 or the European Communities (Safeguarding of Employee's Rights & Transfer of Undertakings) Regulations, 1980, of any past, present or prospective Employee in relation to their employment or prospective employment with the Insured Organisation.



## Data Protection Policy

IPB Insurance is committed to protecting your personal information. IPB is a data controller and is required to comply with the Data Protection Acts 1988 – 2018 and the General Data Protection Regulation. The information that you provide ('data') will be used for the administration of your policy and/or any claims made on the policy. Data is at all times treated as confidential and the appropriate measures are taken to ensure it is secure. A copy of our Data Protection Notice can be found on our website [www.ipb.ie](http://www.ipb.ie). The notice explains why we collect and use your data, who we share your data with, your data protection rights, how long we retain your data for, where your data is located and what to do if you have any data protection complaints. If you would like to receive a written copy of the Data Protection Notice you can email [dpo@ipb.ie](mailto:dpo@ipb.ie) or write to Data Protection Officer, IPB Insurance, 1 Grand Canal Square, Grand Canal Harbour, Dublin 2.

## Complaints Procedure

It is important to us that you receive the highest level of service at all times and we hope you never have to complain. However, if for any reason you need to contact us on a service matter, we do wish to hear from you. It is our policy to deal with all complaints fairly and efficiently, therefore, if you have a complaint, please contact the

Complaints Officer,  
IPB Insurance,  
1 Grand Canal Square,  
Grand Canal Harbour,  
Dublin D02 P820.  
Tel: +353 1 639 5500; or  
email [complaints@ipb.ie](mailto:complaints@ipb.ie).

We will acknowledge all written complaints in writing within 5 business days of receipt and will advise you who is dealing with the complaint until it is resolved or cannot be processed any further. Details of all verbal complaints are recorded in writing. Upon receipt of a verbal complaint, we will offer you an opportunity to have your complaint treated as a written complaint. Our aim is to resolve any complaint as quickly as possible. You will receive a regular written update on the progress of the investigation at intervals of not greater than 20 business days. If your complaint is not resolved within 40 business days, we will inform you of the anticipated time frame in which we hope to resolve the complaint and advise you of your right to refer the matter to the

Financial Services and Pensions Ombudsman,  
Lincoln House,  
Lincoln Place,  
Dublin D02VH29.  
Telephone: 01-567700  
[www.fspo.ie](http://www.fspo.ie).