

Motor Traders Combined Policy

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In your interest:

Please read this Policy carefully to ensure that it provides the cover requested. If it does not, then please return it immediately to your Insurance Intermediary, or to the Company, together with your instructions.

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.

<i>Prepared by Sharon Kirkpatrick</i>	<i>Checked</i>	<i>.....</i>
<i>Address: Allianz House</i>	<i>Policy Form Reference:</i>	<i>03MG</i>
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INTRODUCTION

Forming part of specimen Motor Traders Combined Policy

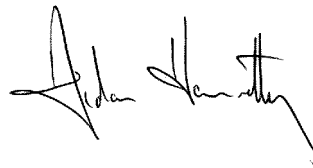
In consideration of the Insured having paid or agreed to pay the Premium

Allianz p.l.c. (hereinafter called "the Company") will indemnify the Insured in the manner and to the extent described within this Policy on the terms set out and subject to its terms Definitions Exclusions Extensions Conditions and any Endorsements

The Submission in respect of this insurance made to the Company by or on behalf of the Insured whether in writing or otherwise shall be the basis of this contract

This Policy comprising the Introduction Schedule Specification Definitions Insuring Clauses Extensions Exclusions Conditions and any Endorsements shall be read as one contract and any word and expression to which specific meaning has been attached therein shall bear such specific meaning wherever it may appear

Allianz p.l.c.

A handwritten signature in black ink, appearing to read 'Aidan Hanratty', written in a cursive style.

**Aidan Hanratty
Risk Management Director**

SCHEDULE

Forming part of specimen Motor Traders Combined Policy

THIS IS SPECIMEN POLICY WHICH DOES NOT HAVE A SCHEDULE. A BLANK SCHEDULE PAGE IS INCLUDED TO ILLUSTRATE WHERE THE SCHEDULE WOULD APPEAR IN AN ACTUAL MOTOR TRADERS COMBINED POLICY.

GENERAL POLICY DEFINITIONS
(These definitions apply to all Sections of this Policy)

1. **Insured** means the person company firm or other legal entity named as the Insured in the Schedule.
2. **Business** is as stated in the Schedule and additionally in respect of Employer's Liability and Public Liability only includes
 - (a) the ownership repair maintenance and decoration of premises occupied by the Insured and used for the purposes of the Business but not construction re-construction structural alteration or demolition of such premises
 - (b) the repair and maintenance of vehicles or plant used in the course of the Business and owned by the Insured
 - (c) the provision and management of canteens social sports and welfare organisations which are for the benefit of Employees and their families
 - (d) the provision in the course of the Business of first aid medical and dental services ambulance fire security services and safety organisations
 - (e) private work undertaken with the prior consent of the Insured by an Employee for a partner or director of the Insured provided that such work is not in pursuit of any trade or business.
3. **Damage** shall mean direct physical loss or destruction of damage to the Property Insured and the word Damaged shall be construed accordingly.
4. **Submission** means the proposal and declaration for the insurance herein provided for together with all attachments thereto and any other information supplied by the Insured in connection with or for the purpose of this insurance, all of which shall be incorporated in and form part of this Policy.
5. **Territorial Limits** means the Republic of Ireland Great Britain Northern Ireland the Isle of Man and the Channel Islands.
6. **Period of Insurance** means the period specified in the Schedule or any subsequent period for which the Company agrees to renew the Policy and to accept payment of the Premium.
7. **Deductible or Excess** means the amount stated in the Schedule that the Insured shall bear in respect of each and every incident or occurrence.

**MATERIAL DAMAGE/BUSINESS INTERRUPTION SECTIONS
DEFINITIONS**

1. **Damage** shall mean direct physical loss or destruction of or damage to the Property Insured, and the word Damaged shall be construed accordingly.
2. **Premises** shall mean the location of Property Insured as stated in the Schedule.
3. **Business Interruption** shall mean loss resulting from interruption of or interference with the Business carried on by the Insured at the Premises in consequence of Damage to property used by the Insured at the Premises for the purpose of the Business.
4. **Property Insured**

(a) Buildings at the Premises

buildings being built mainly of brick, stone or concrete and roofed with slates, non-combustible tiles, concrete, asphalt, metal or sheets or slabs composed entirely of non-combustible mineral ingredients (unless otherwise stated in the Schedule) including:

- (i) landlord's fixtures and fittings
- (ii) outbuildings
- (iii) walls, gates and fences
- (iv) piping ducting cables wires and associated control gear and accessories on the Premises and extending to the public mains, but only to the extent of the Insured's legal responsibility.
- (v) yards car-parks roads and pavements.

(b) Contents at the Premises

The term "Contents" includes

- (i) machinery plant trade fixtures and fittings
- (ii) tenants' improvements alterations and decorations
- (iii) so far as they are not otherwise insured, employees' directors' and visitors' pedal cycles tools and other personal effects of every description (other than motor vehicles) for an amount not exceeding €650 in respect of any one person
- (iv) contents of outbuildings.

The term "Contents" excludes (except as provided for under Material Damage Extension 1 All Other Contents)

- (i) landlord's fixtures and fittings
- (ii) stock and materials in trade

**MATERIAL DAMAGE/BUSINESS INTERRUPTION SECTIONS
DEFINITIONS
Continued**

- (iii) money and stamps
- (iv) documents manuscripts and business books
- (v) computer systems records
- (vi) any patterns models moulds plans or designs or set of same
- (vii) vehicles licensed for road use including accessories thereon and contents therein.
- (c) **Stock** shall mean vehicles for sale within the Insured's Premises, spare parts and fuel, materials in trade, work in progress, finished goods and customers vehicles in the Insured's custody and control and for the purpose of upkeep maintenance service or repair.

5. Memoranda Index shall mean the Memoranda Index in the Schedule.

6. Defined Perils shall mean such of the following as are specified in the Schedule as being applicable:

A: Fire but excluding Damage to the Property Insured or Business Interruption caused by

- (i) explosion resulting from fire
 - (ii) earthquake or subterranean fire
 - (iii) its own spontaneous fermentation or heating
- OR
- it's undergoing any heating process or any process involving the application of heat

Lightning

Explosion

- (i) of boilers used for domestic purposes only
 - (ii) of gas used for domestic purposes only
 - (iii) in respect of Business Interruption only, of any other boilers or economisers on the Premises
- but excluding Damage or Business Interruption caused by earthquake or subterranean fire

**MATERIAL DAMAGE/BUSINESS INTERRUPTION SECTIONS
DEFINITIONS
Continued**

B: Explosion excluding

- (i) in respect of the Material Damage Section

Damage caused by or consisting of the bursting of a boiler economiser or other vessel machine or apparatus in which internal pressure is due to steam only and belonging to or under the control of the Insured

in respect of and originating in any vessel machinery or apparatus, or its contents, belonging to or under the control of the Insured which requires to be examined to comply with any Statutory Regulations unless there is in force a policy of insurance or other contract providing the required inspection service

- (ii) in respect of the Business Interruption Section

Business Interruption or Damage caused by the bursting by steam pressure of any vessel machine or apparatus (not being a boiler or economiser on the Premises) belonging to or under the control of the Insured in which internal pressure is due to steam only

- (iii) Damage or Business Interruption by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds

C: Aircraft or other aerial devices or articles dropped therefrom excluding Damage or Business Interruption by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds

D: Riot Civil Commotion Strikers Locked-Out Workers or persons taking part in labour disturbances or malicious persons acting on behalf of or in connection with any political organisation, excluding Damage or Business Interruption

- (i) arising from confiscation requisition or destruction by order of the government or any public authority
- (ii) arising from cessation of work

E: Riot Civil Commotion Strikers Locked-Out Workers or persons taking part in labour disturbances or Malicious Persons excluding

- (i) Damage or Business Interruption arising from confiscation requisition or destruction by order of the government or any public authority
- (ii) Damage or Business Interruption arising from cessation of work

**MATERIAL DAMAGE/BUSINESS INTERRUPTION SECTIONS
DEFINITIONS
Continued**

- (iii) as regards Damage or Business Interruption (other than by fire or explosion) directly caused by malicious persons not acting on behalf of or in connection with any political organisation

Damage or Business Interruption by Theft
or

Damage or Business Interruption in respect of any Building which is empty or not in use

F: Riot or Civil Commotion in respect of Damage caused by fire only, excluding Damage or Business Interruption arising from

- (i) confiscation or requisition or destruction by order of the government or any public authority
(ii) cessation of work

G: Earthquake

H: Earthquake in respect of Damage or Business Interruption caused by fire only

I: Earthquake excluding Damage or Business Interruption caused by fire

J: Subterranean Fire

K: Fire only resulting from the Property Insured's own Spontaneous Fermentation or Heating

L: Storm excluding

- (i) Damage or Business Interruption by
the escape of water from the normal confines of any natural or artificial water course lake
reservoir canal or dam
inundation from the sea
whether resulting from storm or otherwise
(ii) Damage or Business Interruption attributable solely to change in the water table level
(iii) Damage or Business Interruption by frost, subsidence, ground heave or landslide

**MATERIAL DAMAGE/BUSINESS INTERRUPTION SECTIONS
DEFINITIONS
Continued**

- (iv) Damage or Business Interruption in respect of movable property in the open, fences and gates
- (v) Damage to open-fronted or open-sided Buildings or to property contained therein

M: Storm or Flood excluding Damage or Business Interruption

- (i) attributable solely to change in the water table level
- (ii) by frost, subsidence, ground heave or landslip
- (iii) in respect of movable property in the open, fences and gates
- (iv) to open-fronted or open-sided Buildings or to property contained therein

N: Escape of Water from Any Tank Apparatus or Pipe excluding Damage or Business Interruption

- (i) by water discharged or leaking from any automatic sprinkler installation
- (ii) in respect of any Building which is empty or not in use

O: Impact by any road vehicle or animal not belonging to or under the control of the Insured or any occupier of the Premises or their respective employees

P: Impact by any road vehicle (including fork lift or stacker truck) or animal belonging to or under the control of the Insured or any occupier of the Premises or their respective employees

Q: Accidental Escape of Water from any Automatic Sprinkler Installation in the Premises not caused by

- (i) freezing whilst the Building in so far as it is in the Insured's ownership or tenancy is empty or not in use
- (ii) explosion, earthquake, subterranean fire or heat caused by fire

**MATERIAL DAMAGE/BUSINESS INTERRUPTION SECTIONS
DEFINITIONS
Continued**

R: Theft (which shall be deemed to include attempted Theft)

Excluding Damage and Business Interruption

- (i) which does not involve
entry to or exit from a Building by forcible and violent means or
actual or threatened assault or violence to the Insured or any partner director employee of the Insured or members of their families or any other person who has a legal right to be on the Premises
- (ii) to any part of the Building not occupied by the Insured for the purpose of the Business
- (iii) to property in the open or from any outbuilding
- (iv) to property in transit
- (v) to Money and securities of any description
- (vi) to glass more specifically insured

S: Accidental Damage – Glass/Sanitaryware

Accidental Damage to or Business Interruption caused to

- (i) fixed glass including the cost of temporary boarding up where necessary pending replacement
- (ii) lettering, alarm foil, safety film, painting, embossing, silvering or other ornamental work thereon
- (iii) lavatory pans, washbasins, cisterns and other sanitary ware for which the Insured is responsible
- (iv) fixed external signs including fittings forming part thereof

Excluding:

- (i) any disfiguration or damage other than fracture extending throughout the entire thickness of the glass
- (ii) any glass/sanitaryware which was cracked or fractured prior to the inception of this Insurance
- (iii) damage caused by mechanical or electrical defect or breakdown or derangement
- (iv) damage caused whilst the Premises are unfurnished or untenanted unless specifically agreed

**MATERIAL DAMAGE/BUSINESS INTERRUPTION SECTIONS
DEFINITIONS
Continued**

- (v) damage caused by
- wear and tear moth vermin atmospheric or climate conditions or any gradually operating cause
- alterations maintenance repairs or any process of cleaning or restoring
- breakage of electrical valves bulbs or tubes unless forming part of the Property Insured and fixed therein and happening as the result of damage to such Property.

T. Accidental Damage

Excluding:

- (i) Damage or Business Interruption caused by or consisting of or arising from or attributable to
- any of the Defined Perils
- any of the exclusions to the Defined Perils
- specified in Defined Perils A-U and W, whether Defined Perils A-U and W are insured or not
- (ii) Damage or Business Interruption caused by or consisting of
- inherent vice latent defect gradual deterioration wear and tear frost faulty or defective design of materials but this shall not exclude subsequent Damage or Business Interruption which itself results from a cause not otherwise excluded
- faulty or defective workmanship by the Insured or any employee of the Insured
- operational error or omission by the Insured or any employee of the Insured but this shall not exclude such Damage or Business Interruption not otherwise excluded which itself results from Defined Perils A - U or subsequent Damage or Business Interruption which itself results from a cause not otherwise excluded
- acts of fraud or dishonesty by any partner director or employee of the Insured
- (iii) Damage or Business Interruption caused by or consisting of
- corrosion rust wet or dry rot shrinkage evaporation loss of weight dampness dryness marring scratching vermin or insects
- change in temperature colour flavour texture or finish

**MATERIAL DAMAGE/BUSINESS INTERRUPTION SECTIONS
DEFINITIONS
Continued**

joint leakage failure of welds cracking fracturing collapse or overheating of boilers economisers superheaters pressure vessels or any range of steam and feed piping connected to them

mechanical or electrical breakdown or derangement in respect of the particular machine apparatus or equipment in which such breakdown or derangement originates in respect of Business Interruption Section only

Business Interruption caused by the deliberate act of a supply undertaking in withholding the supply of water, gas, electricity, fuel or telecommunications services

but this shall not exclude such Damage or Business Interruption not otherwise excluded which itself results from Defined Perils A-U or from any other accidental loss, destruction or damage, or subsequent Damage or Business Interruption which itself results from a cause not otherwise excluded

(iv) Damage or Business Interruption caused by disappearance unexplained or inventory shortage or the misfiling or misplacing of information

(v) Damage to any building or structure caused by its own collapse or cracking but this shall not exclude such Damage or Business Interruption caused by Defined Perils A - U in so far as they are not otherwise excluded

(vi) Damage or Business Interruption in respect of fences gates and moveable property in the open caused by wind rain hail sleet snow or dust

(vii) Damage or Business Interruption to any property resulting from its undergoing any process of production packing treatment testing commissioning service or repair

(viii) Damage or Business Interruption in respect of

jewellery precious stones or precious metals bullion furs curiosities works of art or rare books

property in transit

glass china earthenware marble or other fragile or brittle objects

money bonds or securities of any description

(ix) Damage or Business Interruption to

vehicles licensed for road use (including accessories on them) caravans trailers railway locomotives rolling stocks watercraft aircraft

but this shall not apply to vehicles owned by the Insured, where such Property Insured is specifically described in the Schedule

**MATERIAL DAMAGE/BUSINESS INTERRUPTION SECTIONS
DEFINITIONS
Continued**

(x) Damage or Business Interruption to

property or structures in course of construction or erection and materials or supplies in connection with all such property or structures

lands roads pavements piers jetties bridges culverts or excavations

livestock growing crops or trees

but this shall not exclude such Property Insured specifically described in the Schedule

(xi) Damage or Business Interruption to computers and data processing equipment

U: Subsidence or Ground Heave of any part of the site on which the Property Insured stands or landslip excluding

(i) Damage to or Business Interruption in respect of yards, car-parks, roads, pavements, walls, gates and fences unless also affecting a Building insured hereby

(ii) Damage or Business Interruption caused by or consisting of

the normal settlement or bedding down of new structures

the settlement or movement of made-up ground

coastal or river erosion

defective design or workmanship or the use of defective materials

fire subterranean fire explosion earthquake or the escape of water from any tank apparatus or pipe

(iii) Damage or Business Interruption which originated prior to the inception of this insurance

(iv) Damage or Business Interruption resulting from

demolition construction structural alteration or repair of any property

groundworks or excavation

at the same premises

MATERIAL DAMAGE SECTION
(Applicable only if specified in the Schedule)

INSURING CLAUSE

If any of the Property Insured is Damaged within the Territorial Limits by any Defined Peril other than by an excluded cause the Company will pay to the Insured the value of the Property Insured at the time of its being Damaged or the amount of such Damage or at its option reinstate or replace such Property Insured or any part thereof

provided that the liability of the Company in respect of any one loss or in the aggregate in any one Period of Insurance shall in no case exceed

1. in respect of each item of Property Insured the sum expressed in the Schedule to be the Sum Insured thereon or in the whole the Total Specification Sum Insured hereby
2. any Limit of Liability shown in the Schedule or such other sum or sums as may be substituted therefore by memorandum hereon or attached hereto signed by or on behalf of the Company.
3. the trade value of the Insured Vehicle at the time of the loss or damage

**MATERIAL DAMAGE SECTION
EXTENSIONS**

1. All Other Contents

It is agreed that the term "Contents" is extended to include: -

- (a) money and stamps for an amount not exceeding €3,200
- (b) documents manuscripts and business books but only for the value of the materials as stationery together with the cost of clerical labour expended in writing up and not for the value to the Insured of the information therein for an amount not exceeding €1,000
- (c) computer systems records, but only for the value of materials together with the cost of clerical labour and computer time expended in reproducing such records (excluding any expense in connection with the production of information to be recorded therein) and not for the value to the Insured of the information contained therein, for an amount not exceeding €6,350
- (d) patterns models moulds plans or designs or set of same for an amount not exceeding €3,200.

2. Adjoining Buildings

It is understood that, except where specifically insured small outside Buildings and their Contents, and the Buildings and Contents of an extension to and communicating with any of the previously described Buildings are held to be insured under the item applying to the Building to which such property is attached or belongs.

3. Professional Fees

- (a) The insurance by each item on Buildings or Contents includes an amount in respect of Architects Surveyors Consulting Engineers Legal Fees
- (b) The insurance on Fees applies only to those necessarily and reasonably incurred in the reinstatement or repair of the Property Insured consequent upon its Damage but not for preparing any claim, it being understood that the amount payable under the item shall not exceed in total its Sum Insured.

4. Automatic Cover (Capital Additions)

The insurance by this Section shall, subject to its terms and Conditions extend to cover

- (a) any newly acquired and/or newly-erected Buildings and Contents, in so far as the same are not otherwise insured
- (b) alterations, additions and improvements to Buildings and Contents, but not in respect of any appreciation in value, anywhere in the Territorial Limits

**MATERIAL DAMAGE SECTION
EXTENSIONS
Continued**

provided that:

- (i) at any one situation this insurance shall not exceed 10 per cent of the Total Specification Sum Insured on such Property Insured or €320,000 whichever is the less
- (ii) the Insured gives particulars of such Extension of cover as soon as is practicable and shall pay such additional premium as may be required retrospective to the date of the commencement of the Company's liability
- (iii) the provisions of this Extension shall be fully maintained, notwithstanding any specific insurance effected under Extension 4(b)(ii) above.

5. Change of Temperature

Notwithstanding anything herein to the contrary, this Section covers Damage to the Property Insured which may be caused by change of temperature resulting from the total or partial destruction or disablement of the refrigerating plant by Fire, Lightning and Explosion, as defined herein or any other peril insured hereby, subject to the terms, Definitions, Exclusions, Extensions and Conditions of this Section.

6. Clearing of Drains

The insurance by each item on Buildings extends to cover expense necessarily incurred in clearing, cleaning and/or repairing drains, gutters, sewers and the like on the Premises for which the Insured is responsible in consequence of damage by the Defined Perils hereby insured against on the Insured's own Premises.

7. Contract Price

In respect of any vehicle (including accessories, plant and equipment fixed thereto) or spare part component or accessory of a vehicle sold but not delivered for which the Insured are responsible and with regard to which under the contract of sale the Sale Contract is by reason of the Damage cancelled either wholly or to the extent of such damage, the Insured's liability shall be based on the Contract Price, and for the purpose of Average the value of all such property to which this Clause would in the event of Damage be applicable shall be ascertained on the same basis.

8. Customers Goods

In so far as Stock is not otherwise insured the insurance on Stock by this Section extends to cover goods of the customers of The Insured for which the Insured have made themselves responsible even though such goods shall have been bought and paid for.

**MATERIAL DAMAGE SECTION
EXTENSION
Continued**

9. Day One Basis Reinstatement Memorandum

Applicable as stated on the Memoranda Index.

- A. Subject to the following Special Conditions the basis upon which the amount payable in respect of Property insured by the above items is to be calculated shall be the Reinstatement of the property Damaged

For this purpose "Reinstatement" means

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

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

- B. The Insured having stated in writing the Declared Value (shown in brackets below the Sum Insured) for each of the said items, the premium has been calculated accordingly

"Declared Value" means the Insured's assessment of the cost of reinstatement of the Property Insured arrived at in accordance with Extension 9A(a) at the level of costs applying at the inception of the Period of Insurance (ignoring inflationary factors which may operate subsequently) together with in so far as the insurance by the item provides, due allowance being made for

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

Special Conditions

- (a) At the inception of each Period of Insurance the Insured shall notify the Company of the Declared Value of the Property Insured by each of the said item(s). In the absence of such declaration the last amount declared by the Insured shall be taken as the Declared Value for the ensuing Period of Insurance.
- (b) If at the time of Damage the Declared Value of the property covered by such item be less than the cost of Reinstatement (as defined in paragraph 9b above) at the inception of the Period of Insurance then the Company's liability for the Damage shall not exceed that proportion thereof which the Declared Value bears to such cost of Reinstatement.
- (c) The liability of the Company for the repair or restoration of property Damaged in part only shall not exceed the amount which would have been payable had such property been wholly destroyed.

**MATERIAL DAMAGE SECTION
EXTENSIONS
Continued**

- (d) No payment beyond the amount which would have been payable in the absence of Extension 9 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 Property Insured at the time of its loss destruction or Damage shall be insured by any other insurance effected by or on behalf of the Insured which is not upon the same basis of Reinstatement.
- (e) All the terms, Definitions, Exclusions, Extensions and Conditions of this Section shall apply
- (i) in respect of any claim payable under the provisions of Extension 9 except in so far as they are varied hereby
 - (ii) where claims are payable as if Extension 9 had not been incorporated except that the Sum(s) Insured shall be limited to 115% of the Declared Value(s).

10. Designation

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

11. Escalator**Applicable as stated on the Memoranda Index**

In consideration of the payment of an additional premium amounting to 50% of the premium produced by applying the specified percentage to the first or the annual premium as appropriate as specified on the Memoranda Index the Sum(s) Insured thereby shall, during the Period of Insurance, be increased each day by an amount representing 1/365th of the specified percentage increase per annum

Item Number	Specified percentage increase per annum
Refer Policy Schedule/Endorsement	Refer Policy Schedule/Endorsement

Unless specifically agreed to the contrary the provisions of this Extension shall only apply to the sums insured in force at the commencement of each Period of Insurance

At each renewal date the Insured shall notify the Company of

- (i) the Sum(s) Insured under each item above, but in the absence of such instructions the Sums Insured by the above items shall be those stated on the Policy Specification (as amended by any Endorsements effective prior to the aforesaid renewal date) to which shall be added the increases which have accrued under this Extension during the Period of Insurance up to that renewal date

**MATERIAL DAMAGE SECTION
EXTENSIONS
Continued**

- (ii) the specified percentage increase(s) required for the forthcoming Period of Insurance, but in the absence of instructions to the contrary prior to renewal date the existing specified percentage increase shall apply for the Period of Insurance from renewal

All the terms, Definitions, Exclusions, Extensions and Conditions of the Policy except insofar as they are varied hereby shall apply as if they had been incorporated herein.

12. Workmans's Clause

Workmen are allowed on the Property Insured for the purpose of making minor structural and other alterations up to a contract value of €25,000 from time to time without prejudice to this insurance.

13. Hiring or Leasing Agreements

The interest of parties supplying property to the Insured under a hiring, leasing or similar agreement is noted in this insurance, the nature and extent of any interest to be disclosed in the event of destruction or Damage.

14. Internal Transfers

The insurance in respect of Contents and Stock applies to Property Insured transferred between the Insured's Premises in which such Property Insured is located 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 Insured is transferred, or in the aggregate 10% of the Sum Insured by such items or €32,000 whichever is the less in respect of any such transfers at any one time.

15. Long Term Agreement

Applicable as stated on Memoranda Index

A discount of 5 per cent off the Section premium on this Section is allowed in consideration of the Insured having signed an undertaking with effect from the date stated on the Memoranda Index to offer annually for the period stated on the Memoranda Index the insurance under this Section on the terms, Definitions, Exclusions, Extensions and Conditions of the Section in force at the expiry of each Period of Insurance and to pay the premium annually in advance it being understood that

- (a) the Company shall be under no obligation to accept an offer made in accordance with the said undertaking
- (b) the Sum Insured may be reduced at any time to correspond with any reduction in value

The above mentioned undertaking applies to any Policy or Policies issued in substitution for this Policy and the same discount of 5 per cent shall be allowed off the Section premium on any substituted Policy or Policies issued by the Company as aforesaid.

**MATERIAL DAMAGE SECTION
EXTENSIONS
Continued**

16. Mortgagees

The interest of the Mortgagee in this insurance shall not be prejudiced by any act or neglect of the Mortgagor or Occupier of any building hereby insured whereby the danger of loss or damage is increased without the authority or knowledge of the Mortgagee provided the Mortgagee shall immediately on becoming aware thereof give notice in writing to the Company and on demand pay such additional premium as the Company may require.

17. Other Interests

Applicable as stated on Memoranda Index.

Parties listed on the Memoranda Index have an interest in the insurance by this Section together with the within named Insured for their respective rights and interests as stated therein.

18. Non-Invalidation

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

19. Public Authorities

Applicable as stated on the Memoranda Index.

Subject to the following Special Conditions the insurance by the above items nos. of this Section extends to include such additional cost of Reinstatement of the Damaged Property Insured as may be incurred solely by reason of the necessity to comply with building or other regulations under or framed in pursuance of any Act of Oireachtas or with Bye-Laws of any Public Authority excluding

- (a) the cost incurred in complying with any of the aforesaid Regulations or Bye-Laws
 - (i) in respect of Damage occurring prior to the granting of this Extension
 - (ii) in respect of Damage not insured by the Section
 - (iii) under which notice has been served upon the Insured or any lessee, tenant or sub-tenant prior to the happening of the Damage
 - (iv) in respect of such portions of the Property Insured not Damaged

**MATERIAL DAMAGE SECTION
EXTENSIONS
Continued**

- (b) the additional cost that would have been required to make good the Damaged Property Insured to a condition equal to its condition when new had the necessity to comply with any of the aforesaid Regulations or Bye-Laws not arisen
- (c) the amount of any charge or assessment arising out of capital appreciation which may be payable in respect of the Property Insured or by the owner thereof by reason of compliance with any of the aforesaid Regulations or Bye-Laws

Special Conditions

- (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 the Company (during the said twelve months) may allow and may be carried out upon another site (if the aforesaid Regulations or Bye-Laws so necessitate) subject to the liability of the Company under this Extension not being thereby increased.
- (b) If the liability of the Company under (any item of) the Section apart from this Extension, shall be reduced by the application of any of the terms, Definitions, Exclusions, Extensions and Conditions of the Section then the liability of the Company under this Extension (in respect of any such item) shall be reduced in like proportion.
- (c) The total amount recoverable under any item of this Section shall not exceed the Sum Insured thereby.
- (d) All the term Definitions Exclusions Extensions and Conditions of this Section except insofar as they may be hereby varied shall apply as if they had been incorporated herein.

20. Contracting Purchaser's Interest

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

21. Re-Erection of Plant and Machinery

The insurance on plant and/or machinery includes the cost of re-erecting, fitting and fixing same consequent upon Damage by any of the Defined Perils.

The liability of the Company under this Extension and this Section in respect of any item shall in no case exceed the Sum Insured thereby.

**MATERIAL DAMAGE SECTION
EXTENSIONS
Continued**

22. Reinstatement Memorandum

Applicable as stated on the Memoranda Index

Subject to the following Special Conditions the basis upon which the amount payable in respect of Property Insured by the above items is to be calculated shall be the Reinstatement of the Damaged Property Insured

For this purpose "Reinstatement" means

- (a) the rebuilding or replacement of Damaged Property Insured which, provided the liability of the Company is not increased, may be carried out
 - (i) in any manner suitable to the requirements of the Insured
 - (ii) upon another site
- (b) the repair or restoration of Damaged Property Insured

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

Special Conditions

- (a) The liability of the Company for the repair or restoration in part only of Damaged Property Insured shall not exceed the amount which would have been payable had such Damaged Property Insured been wholly destroyed.
- (b) If at the time of Reinstatement the sum representing 85% of the cost which would have been incurred in reinstating the whole of the Property Insured covered by any item subject to this memorandum exceeds its Sum Insured at the commencement of any Damage, the liability of the Company shall not exceed that proportion of the amount of the Damage which the said Sum Insured shall bear to the sum representing the total cost of Reinstating the whole of such Property Insured at that time.
- (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 Property Insured at the time of its Damage shall be insured by any other insurance effected by or on behalf of the Insured which is not upon the same basis of Reinstatement.
- (d) All the terms, Definitions, Exclusions, Extensions and Conditions of the Section shall apply
 - (i) in respect of any claim payable under the provisions of this memorandum except in so far as they are varied hereby
 - (ii) where claims are payable as if this memorandum had not been incorporated.

**MATERIAL DAMAGE SECTION
EXTENSIONS
Continued**

23. Reinstatement of the Amount of Any Loss

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

24. Removal of Debris

The insurance by all Items of this Section except those applying wholly or in part to Stock if insured, extends to include costs and expenses necessarily incurred by the Insured with the consent of the Company in

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

of the portion or portions of the Property Insured by the said items Damaged by any Defined Peril hereby insured against

The liability of the Company under this Extension and this Section in respect of any item shall in no case exceed the Sum Insured thereby

The Company will not pay for any costs or expenses

incurred in removing debris except from the site of such Damaged Property Insured and the area immediately adjacent to such site

arising from pollution or contamination of property not insured by this Section.

25. Spontaneous Combustion

- (d) Notwithstanding anything contained to the contrary in this Section the insurance extends to cover Damage by fire only of or to coal, coke and wood blocks caused by its own spontaneous fermentation heating or combustion.

26. Stock Declaration

Applicable as stated on Memoranda Index

The Section premium in respect of the item(s) on Stock are only provisional being 75% of the estimated premium and shall on the expiry of each Period of Insurance be adjusted as hereinafter provided.

The value of the Property Insured on the last day of each calendar month shall be declared in writing by the Insured to the Company within thirty days thereafter and if a declaration be not so given the Insured shall be deemed to have declared the Sum Insured as the Declared Value.

**MATERIAL DAMAGE SECTION
EXTENSIONS
Continued**

On the expiry of each Period of Insurance the actual premium shall be calculated per annum on the average amount declared, i.e. the total of the sums declared divided by the number of declarations. If the actual premium is greater than the Section premium for any Period of Insurance the Insured shall pay the difference, if it be less, the difference shall be repaid to the Insured, but such repayment shall not exceed one-third of the Section premium respectively.

In consideration of the insurance not being reduced by the amount of any loss the Insured shall pay the appropriate extra premium on the amount of the loss from the date thereof to the date of expiry of the Period of Insurance.

The Insured warrants that every insurance on the Property Insured be identical in wording with this insurance.

27. Subrogation Waiver

In the event of a claim arising under this Section, the Company agrees to waive any rights, remedies or relief to which it might become entitled by subrogation against

- (a) Any company standing in the relation of Parent to Subsidiary (or Subsidiary to Parent) to the Insured as defined in the Companies Act 1963 or Companies (N.I.) Order 1986, as appropriate, current at the time of the Damage
- (b) Any company which is a Subsidiary of a Parent Company of which the Insured is itself a Subsidiary, in each case within the meaning of the Companies Act 1963 or Companies (N.I.) Order 1986, as appropriate, current at the time of Damage

28. Temporary Removal

- (a) The Property Insured by this Section (other than Stock if insured) is covered whilst temporarily removed for cleaning renovation repair or other similar purposes elsewhere and in transit thereto and therefrom all in the Territorial Limits.
- (b) The liability of the Company under this Extension in respect of each item of the Section for any Damage occurring elsewhere than at the within mentioned premises shall not exceed 10% of the Sum Insured by the item or €100,000 whichever is the less.
- (c) This Extension does not apply to Property Insured in so far as it is otherwise insured, nor, as regards losses occurring elsewhere than at the Premises from which the Property Insured is temporarily removed, to motor vehicles and motor chassis licensed for road use.
- (d) All the terms, Definitions, Exclusions, Extensions and Conditions of the Section except in so far as they are varied hereby shall apply as if they had been incorporated herein.

**MATERIAL DAMAGE SECTION
EXTENSIONS
Continued**

29. Temporary Removal (Deeds and Documents)

The insurance of deeds and other documents, (including stamps thereon), manuscripts plans and writings of every description and books (written and printed) extends to cover such Property Insured for an amount not exceeding 10% of the value thereof or €100,000 whichever is the less, whilst temporarily removed to any premises not in the Insured's occupation and in transit all in the Territorial Limits.

This Extension does not apply to

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

30. Temporary Removal (Computer Systems Records)

The insurance of computer systems records extends to cover such property for an amount not exceeding 10% of the limit of liability thereon, or €100,000 whichever is the less whilst temporarily removed to any premises not in the Insured's occupation and in transit all in the Territorial Limits. This Extension does not apply to Property Insured in so far as it is otherwise insured.

31. New for Old (Vehicles)

In respect of

- (a) any Vehicle owned and registered by the Insured
- (b) any Private Car or Motor Cycle owned and registered in the name of a Customer of the Insured

since new and during the period of six months from the date of its first Registration, if it is either

- (i) lost by theft and not recovered within 28 days of the date on which the theft is first reported to The Company in writing
- (ii) damaged to an extent greater than 50% of its price (inclusive of vat) at the time of such damage

the Company will, at the Insured's request and subject to the consent of other interested parties known to the Company, replace such vehicle with a new one of the same manufacture and model, subject to availability, and thereafter the lost or damaged Vehicle shall be the property of the Company.

32. Locks/Keys

This Section extends to include the cost of replacing locks or lock mechanisms and keys necessary to maintain the security of the Premises, vehicles and any safe or strong room against access following theft of keys by force and violence (or threat thereof against any partner director or Employee of the Insured) for an amount not exceeding €1500 any one occurrence of theft.

**MATERIAL DAMAGE SECTION
EXTENSIONS
Continued**

33. Seasonal Increase

The vehicle sum insured is increased by 30% during the months of December, January and February.

34. Exhibitions

This Section extends to include the Property Insured (other than Vehicles) whilst at any exhibition anywhere in The Republic of Ireland up to the Limit shown in the Schedule, including accidental damage whilst in the course of any demonstration, erection, dismantling or construction by the Insured but excluding:

- (a) loss due to theft other than involving entry to or exit from the buildings by forcible and violent means or hold-up by violence or threats of violence
- (b) The first €250 of each and every loss
- (c) Loss of or damage due to theft from any vehicle, which is left unattended unless the vehicle is securely locked and the keys removed.

35. Damage to Buildings (following theft)

Where Buildings are not included in the Schedule this insurance is extended to include the cost for which the Insured is responsible for making good Damage to Buildings due to theft or attempted theft.

36. Fire Brigade Charges

The insurance provided by this Section is in respect of charges levied by a Fire Authority in accordance with the provisions of the Fire Services Act 1981 in controlling or extinguishing fire, affecting (or threatening to affect) property insured by this Section in circumstances which have given rise to a valid claim under this Section. The maximum liability of the Company shall not exceed €6,500 any one claim.

**MATERIAL DAMAGE SECTION
EXCLUSIONS**

1. Loss resulting from pollution or contamination but this shall not exclude loss resulting from Damage to Property Insured used by the Insured for the purpose of the Business, not otherwise excluded, caused by
 - (a) pollution or contamination which itself results from a Defined Peril hereby insured against
 - (b) any Defined Peril hereby insured against which itself results from pollution or contamination.
2. Consequential loss or Damage of any kind or description except loss of rent when such loss is included in the cover under this Section.
3. Damage occurring to Dynamos Wires Mains or Electrical Apparatus through self-ignition short-circuiting over-running excessive pressure self-heating or leakage of electricity other than Damage by fire which may extend to Property Insured beyond such Dynamos Wires Mains or Electrical Apparatus.
4. Any Damage cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with
 - (a) the loss alteration of or Damage to
 - (b) a reduction in the functionality availability or operation ofa computer-system hardware programme software data information-repository microchip integrated-circuit or similar device in computer-equipment or non-computer-equipment whether the property of the Insured or not

But this Exclusion shall not apply to such loss alteration Damage or reduction in functionality availability or operation caused by a Defined Peril (excluding Accidental Damage) as specified in the Schedule and/or Specification as appropriate.
5. Property which at the time of the happening of Damage is insured by or would but for the existence of this Section be insured by any marine policy or policies except in respect of any Deductible beyond the amount which would have been payable under the marine policy or policies had this insurance not been effected.
6. Any property more specifically insured by or on behalf of the Insured.

**MATERIAL DAMAGE SECTION
CONDITIONS**

1. Condition of Average (Under-insurance)

The Sum Insured by each item (under each column) of the Specification of this Section (other than those applying solely to fees rent removal of debris or private dwelling houses) is declared to be separately subject to Average

In respect of all Sums Insured hereby declared to be subject to Average, where such sum shall at the commencement of any Damage be less than the value of the Property Insured within such Sum Insured, the amount payable by the Company in respect of such Damage shall be proportionately reduced.

2. Alteration

This Section shall be avoided with respect to any of the Property Insured in regard to which there is any alteration after the commencement of this insurance

- (a) by removal
- (b) by Buildings becoming vacant or becoming unoccupied
- (c) which increase the risk of Damage
- (d) whereby the interest of the Insured ceases except by will or operation of law
- (e) in respect of subsidence ground heave or landslip if insured - by any building demolition or excavation work being carried out on any adjoining site

unless admitted by the Company in writing.

3. Claims Condition

Procedure on the discovery of any Damage which might give rise to a claim under this Section

A. Action by the Insured

- (a) In the event of Damage the Insured shall
 - (i) notify the Company immediately
 - (ii) notify the Garda Siochana or other Police Authority immediately it becomes evident that any Damage has been caused by malicious persons or by Theft or attempted Theft
 - (iii) carry out and permit to be taken any action which may be reasonably practicable to prevent further Damage

**MATERIAL DAMAGE SECTION
CONDITIONS
Continued**

(iv) deliver to the Company at the Insured's expense

full information in writing of the Damaged Property Insured and of the amount of Damage and/or details of any other insurances on any Property Insured

within 30 days after such Damage (7 days in the case of Damage caused by riot civil commotion strikers locked-out workers or persons taking part in labour disturbances or malicious persons) or such further time as the Company may allow

all such proofs and information relating to the claim as may reasonably be required if demanded, a statutory declaration of the truth of the claim and of any matters connected with it.

(b) No claim under this Section shall be payable unless the terms of this Condition have been complied with.

B. Reinstatement

If any Property Insured is to be reinstated or replaced by the Company the Insured shall at his own expense provide all such plans documents books and information as may reasonably be required. The Company 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 of the items insured more than its Sum Insured.

C. Company's Rights following a Claim

On the happening of Damage in respect of which a claim is made the Company and any person authorised by the Company may without thereby incurring any liability or diminishing any of the Company's rights under this Section, enter take or keep possession of the premises where such Damage has occurred and take possession of or require to be delivered to the Company any Property Insured and deal with such property for all reasonable purposes and in any reasonable manner. No claim under this Section shall be payable unless the terms of this Condition have been complied with.

No Property Insured may be abandoned to the Company whether taken possession of by the Company or not.

**MATERIAL DAMAGE SECTION
CONDITIONS
Continued**

D. Contribution and Average

If at the time of any Damage there is any other insurance effected by or on behalf of the Insured covering any of the property lost destroyed or Damaged the liability of the Company hereunder shall be limited to its rateable proportion of such Damage.

If any such other insurance shall be subject to any Average (under-insurance) Condition this Section if not already subject to any such Condition of Average shall be subject to Average in like manner.

If any such other insurance is subject to any provision whereby it is excluded from ranking concurrently with this Section either in whole or in part or from contributing rateably the liability of the Company under this Section shall be limited to that proportion of the Damage which the Sum Insured under this Section bears to the value of the Property Insured.

E. Subrogation

Any claimant under this Section shall at the request and expense of the Company 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 Company.

**BUSINESS INTERRUPTION SECTION
DEFINITIONS**

1. **Business Interruption** shall mean loss resulting from interruption of or interference with the Business carried on by the Insured at the Premises in consequence of Damage to Property Insured used by the Insured at the Premises for the purpose of the Business.
2. **Estimated Sum Insured** shall mean the amount declared by the Insured to the Company as representing not less than the Earnings which it is anticipated will be earned by the Business during the financial year most nearly concurrent with the Period of Insurance (or a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds twelve months).

Earnings is Gross Profit, Gross Revenue, Gross Rentals, Gross Fees, Tax Relief as stated in the Specification.

3. **Indemnity Period** shall mean the period beginning with the occurrence of the Damage and ending not later than (#) months thereafter during which the results of the business shall be affected in consequence of the Damage.

See Specification for Maximum Indemnity Period.

4. **Uninsured Working Expenses** shall mean purchases less discounts received, discounts allowed and bad debts unless otherwise defined in the Specification. The words and expressions used in this definition shall have the meaning usually attached to them in the books and accounts of the Insured.
5. **Turnover** shall mean the money paid or payable to the Insured for goods sold and delivered and for services rendered in course of the Business at the Premises.

BUSINESS INTERRUPTION SECTION

(Applicable only if specified in the Schedule)

INSURING CLAUSE

If any building or other property used by the Insured at the Premises for the purpose of the Business be Damaged by a Defined Peril during the Period of Insurance (or any subsequent period for which the Company accepts a renewal premium) the Company will pay to the Insured in respect of each item in the Specification the amount of the Business Interruption resulting from the Damage

Provided that

1. at the time of the happening of the Damage there shall be in force an insurance covering the interest of the Insured in the property at the Premises against such Damage and that
 - (a) payment shall have been made or liability admitted therefor or
 - (b) payment would have been made or liability admitted therefor but for the operation of a proviso in such insurance excluding liability for losses below a specified amount.
2. the liability of the Company under this Section shall not exceed
 - (a) in the whole the Total Specification Sum Insured or in respect of any item its Sum Insured or any other Limit of Liability stated in the Schedule at the time of the Damage
 - (b) the Sum Insured (or Limit) remaining after deduction for any other Business Interruption occurring during the same Period of Insurance, unless the Company shall have agreed to reinstate any such Sum Insured (or Limit)

**BUSINESS INTERRUPTION SECTION
EXTENSIONS**

1. Alternative Premises

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

2. Professional Accountants Clause

If the professional accountants of the Insured produce any particulars or details required by the Company from the Insured's books of account or other business books or documents or any other proofs, information or evidence under the terms of Condition 5 of this Section the Company will pay the Insured the reasonable charges payable by the Insured to their professional accountants, provided that the sum of such reasonable charges and any other amount payable under this Section shall not exceed the liability of the Company under this Section.

3. New Business Clause

If the Business is in its first year of trading during the first Period of Insurance and Damage occurs before completion of such Period of Insurance notwithstanding any Definition in the Specification Rate of Gross Profit and Standard Turnover shall mean the following:

Rate of Gross Profit: the rate of gross profit earned on the Turnover during the period between the date of commencement of the Business and the date of the Damage.

Standard Turnover: the proportional equivalent, for the period equal to the Indemnity Period, of the Turnover realised during the period between the date of commencement of the Business and the date of the Damage.

4. Payment on Account

Payments on account may be made by the Company during the Indemnity Period, if desired, subject to any necessary adjustment at the termination of such Indemnity Period.

5. Reinstatement of the amount of any loss

In consideration of the Sum Insured by any item hereof not being reduced by the amount of any loss, the Insured undertakes 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.

6. Denial of Access

Loss resulting from interruption or interference with the Business in consequence of Damage to property in the vicinity of The Premises which shall prevent or hinder the use thereof or access thereto, whether the Premises or property of the Insured therein are damaged or not, shall be deemed to be loss resulting from Damage to property used by The Insured at The Premises. The liability under this extension in respect of any one occurrence shall not exceed €250,000.

**BUSINESS INTERRUPTION SECTION
EXTENSIONS**

7. Public Utilities

The Company will indemnify the Insured against loss in consequence of the accidental failure of the public supply of

- (a) electricity to the terminal ends of the supply undertakings service feeders at the premises
- (b) gas to the supply undertakings meters at the premises
- (c) water to the supply undertakings meters at the premises
- (d) telecommunications services to the incoming line terminals or receivers at the premises.

which shall be deemed to be loss resulting from Damage to property used by the Insured at the premises.

Provided that the Company shall not be liable for loss resulting from any failure:

- (a) which does not involve a cessation of supply for at least 6 hours
- (b) caused by
 - (i) strikes or any labour or trade dispute
 - (ii) drought
 - (iii) atmosphere or weather conditions other than drought but this exclusion shall not apply to failure due to damage to equipment caused by such conditions.

The liability under this extension in respect of any one occurrence shall not exceed €250,000.

**BUSINESS INTERRUPTION SECTION
EXCLUSIONS**

1. Any loss damage cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with
 - (a) the loss alteration of or damage to
 - (b) a reduction in the functionality availability or operation ofa computer-system hardware programme software data information-repository microchip integrated-circuit or similar device in computer-equipment or non-computer-equipment whether the property of the Insured or not

But this Exclusion shall not apply to such loss alteration damage or reduction in functionality availability or operation caused by a Defined Peril (excluding Accidental Damage) as specified in the Schedule and/or Specification as appropriate.
2. Loss resulting from pollution or contamination but this shall not exclude loss resulting from Damage to Property Insured used by the Insured at the Premises for the purpose of the Business, not otherwise excluded, caused by
 - (a) pollution or contamination which itself results from a Defined Peril hereby insured against
 - (b) any Defined Peril hereby insured against which itself results from pollution or contamination.

**BUSINESS INTERRUPTION SECTION
CONDITIONS**

1. Alteration

This Section shall be avoided if after commencement of this insurance

- (a) any alteration be made either in the Business or in the Premises or property therein whereby the risk of Damage or Business Interruption is increased
- (b) the interest of the Insured ceases other than by death
- (c) the Business be wound up or carried on by a liquidator or receiver or permanently discontinued
- (d) in respect of subsidence ground heave or landslip if insured – any building demolition or excavation work is carried out on any adjoining site

unless admitted by the Company in writing.

2. Value Added Tax

To the extent that the Insured is accountable to the tax authorities for Value Added Tax all terms in this Section shall be exclusive of such tax

3. Current Cost Accounting

For the purpose of these definitions, any adjustment implemented in current cost accounting shall be disregarded

4. Renewal Clause

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

5. Claims Condition

Procedure on the discovery of any event which might give rise to a claim under this Section

A. Action by the Insured

- (a) In the event of any loss destruction or damage in consequence of which a claim is or may be made under this Section the Insured shall
 - (i) Notify the Company immediately

**BUSINESS INTERRUPTION SECTION
CONDITIONS
Continued**

- (ii) deliver to the Company at the Insured's expense within 7 days of its happening full details of loss destruction or damage caused by riot civil commotion strikers locked-out workers persons taking part in labour disturbances or malicious persons
 - (iii) with due diligence carry out and permit to be taken any action which may reasonably be practicable to minimise or check any interruption of or interference with the Business or to avoid or diminish the loss.
- (b) In the event of a claim being made under this Section the Insured at his own expense shall
 - (i) not later than 30 days after the expiry of the Indemnity Period or within such further time as the Company may allow, deliver to the Company in writing particulars of his claim together with details of all other insurances covering property used by the Insured at the Premises for the purpose of the Business or any part of it or any resulting Business Interruption
 - (ii) deliver to the Company such books of account and other business books vouchers invoices balance sheets and other documents proofs information explanation and other evidence as may reasonably be required by the Company for the purpose of investigating or verifying the claim together with, if demanded, a statutory declaration of the truth of the claim and of any matters connected with it.
- (c) If the terms of this condition have not been complied with
 - (i) no claim under this Section shall be payable
 - (ii) any payment on account of the claim already made shall be repaid to the Company forthwith.

B. Contribution

If at the time of any Damage there is any other insurance effected by or on behalf of the Insured covering any matter for which the Company is liable hereunder the liability of the Company shall be limited to its rateable proportion of the loss.

C. Subrogation

Any claimant under this Section shall at the request and expense of the Company 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 Company.

D. Auditors Clause

Any particulars or details contained in the Insured's books of account or other Business books or documents which may be required by the Company/Companies under Claims Condition **A** of this Section for the purpose of investigating or verifying any claim hereunder may be produced and certified by the Insured's Auditors, and their certificate shall be prima facie evidence of the particulars and details to which such certificate relates.

**MATERIAL DAMAGE/BUSINESS INTERRUPTION SECTIONS
CONDITIONS**

1. Warranties

Every warranty to which the Property Insured or any item thereof is, or may be, made subject, shall from the time the warranty attaches apply and continue to be in force during the whole currency of this Section, and non-compliance with any such warranty, whether it increases the risk or not shall be a bar to any claim in respect of such Property Insured or item; provided that whenever this Section is renewed a claim in respect of destruction or Damage occurring during the renewal period shall not be barred by reason of a warranty not having been complied with at any time before the commencement of such period.

2. Standard Warranties

It is a condition precedent to the Company's liability that

- (a) no woodworking by power or by more than two hands
- (b) no painting or other surface treatments involving the use of highly flammable liquids other than in accordance with Loss Prevention Council Recommendations in connection with Spraying and other Painting Processes involving the use of Highly Flammable Liquids
- (c) no packing done other than packing into cartons or crates without the use of loose materials
- (d) no more than one day's supply of packing materials, cartons and crates be kept on the premises
- (e) no oils, spirits or grease, for lubricating or cleaning purposes, beyond what is required for one day's use to be stored or deposited

N.B. 25 litres of oil, 1 litre of spirits and 3 kilograms of grease allowed.

- (f) all trade waste be removed outside the Building daily
- (g) no solvents and/or accelerators giving off a flammable vapour at a temperature of less than 65°C used or stored in connection with the processing of plastic materials.

N.B. 5 litres allowed.

3. Additional Warranties

This Section is subject to such additional Warranties as may be attached to the Schedule.

**MATERIAL DAMAGE/BUSINESS INTERRUPTION SECTIONS
CONDITIONS
Continued**

4. Intruder Alarms

It is a condition precedent to the Company's liability for Damage that in respect of any Intruder Alarm system installed at the Premises

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

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

5. Security

It is a condition precedent to the Company's liability for Damage that whenever the Premises are left unattended

- (a) all locks bolts and other protective devices are in full operation
- (b) all keys (including those relating to any part of the Intruder Alarm System) are
 - (i) removed from the Premises
 - (ii) placed within a locked safe or strongroom the keys to which are themselves removed from the Premises.
- (c) all combination numbers of safes must be held in the custody of the Insured or an authorised employee and must be removed from the Premises.

**MATERIAL DAMAGE/BUSINESS INTERRUPTION SECTIONS
CONDITIONS
Continued**

6. Automatic Fire Alarm Installations and Fire Extinguishing Appliances

Where automatic fire alarm installations and fire extinguishing appliances are installed, the Insured hereby undertakes in consideration of the discount and/or reduced rate granted for the automatic fire alarm installation(s) to

- (a) carry out the testing and checking requirements referred to on the completion certificate and remedy promptly any defect disclosed carry out the maintenance procedures specified by the manufacturers of the equipment
- (b) notify the Company immediately of any disconnection or failure of the automatic fire alarm installation likely to leave any area unprotected for 12 hours or more
- (c) record details of all events such as alarm fault tests maintenance and disconnections and keep such details available for examination by the Company's representatives.

7. Firebreak Doors and Shutters

The Insured warrants that all firebreak doors and shutters will be kept closed except during working hours and will be maintained in efficient working order.

8. Heating

Where portable heating appliances are used on the Premises it is warranted that

- (a) they will not be sited in passageways and other places where they are liable to be overturned or subject to mechanical damage
- (b) they will not be sited in areas where flammable atmospheres are habitually or intermittently present.
- (c) they will not be sited on combustible floors or surfaces and will be kept clear of combustible materials and be provided with a guard to maintain a clear space of at least 1 meter.

9. Automatic Sprinkler Installations

Where Buildings are protected by Automatic Sprinkler Installations

- (a) the Insured hereby warrants and undertakes in consideration of the discount and/or reduced rate granted for the automatic sprinkler installation(s) to
 - (i) make a test every working day for the purpose of ascertaining the condition of the circuit between the alarm switch and the control unit (except where it is continuously monitored or is such that one break of wires will not prevent an alarm signal being transmitted e.g. a ring circuit)

**MATERIAL DAMAGE/BUSINESS INTERRUPTION SECTIONS
CONDITIONS
Continued**

- (ii) make a test at least once a week for the purpose of ascertaining the condition of the connection with the public fire station, central fire alarm depot or public fire brigade control (unless the Fire Brigade have given a written undertaking to carry out this test) and/or the relevant batteries

Note: Where the circuit concerned is not continuously monitored test (1) must be made every working day.

have a contract with approved installing engineers providing for the maintenance of and half-yearly inspection of the system referred to in (i) above and to obtain from them following each inspection certification that it is in satisfactory working order

- (iii) make a test every week for the purpose of ascertaining that the alarm gong is in working order and that the stop valves controlling the individual water supplies and the installation are fully open
- (iv) make tests each week for the purpose of ascertaining that the pump(s) can be started both automatically and manually and that in respect of any diesel engine driven pump the battery electrolyte level and density are correct, and record the completion of these tests
- (v) make quarterly or half-yearly tests, if required by the Company to do so, for the purpose of ascertaining that each water supply is in order, and record the particulars of each test
- (vi) remedy promptly any defect disclosed by such tests or otherwise
- (vii) display prominently at each sprinklered storage area (as defined by the Company) a notice of the terms agreed with the Company which specifies

the description of goods which may be stored

the maximum height of storage

the minimum permitted clearance between goods stored and the sprinkler deflectors

and comply with the terms of the notice

- (b) Notice shall be given to the Company by the Insured before any installation is rendered inoperative, or immediately in the event of emergency

The Company shall have access to the Property Insured at all reasonable times for the purpose of inspecting the sprinkler installation(s).

10. Unoccupancy

Notice in writing shall be given to the Company by the Insured when any empty or disused Building(s) or portions of Building(s) become occupied and an additional premium paid if required.

**MONEY SECTION
DEFINITIONS**

1. **Money** Cash, bank notes, currency notes, credit card sales vouchers, cheques, bankers drafts, postal orders, money orders, travellers cheques, current postage stamps, V.A.T. invoices, pension and insurance stamps, national savings stamps or certificates, holiday with pay stamps, gift tokens, unused credit in postal franking machines, luncheon and other negotiable trade vouchers, consumer redemption vouchers, bus tickets, phone cards belonging to you or for which you are legally responsible and pertaining to the Business.
2. **Business Hours** shall mean the working hours during which the Insured or authorised employees entrusted with the Money are at the Premises for the purposes of the Business.
3. **Property Insured** shall mean Money as defined and clothing and personal effects of the Insured and any Insured Person.
4. **Damage** shall mean direct physical loss or destruction of or damage to the Property Insured, and the word Damaged shall be construed accordingly.
5. **Premises** shall mean the location of Property Insured as stated in the Schedule.
6. **Insured Person** shall mean the Insured or any director partner or employee of the Insured aged from 16 to 65 years

MONEY SECTION
(Applicable only if specified in the Schedule)

INSURING CLAUSE

The Company will indemnify the Insured against Damage subject to the Limits of Indemnity as stated within the Schedule with respect to the following:

<u>Situation and Circumstances</u>	<u>Limits of Indemnity</u>
1. Money in the Insured's Premises during Business Hours or in transit to or from the bank or other financial institution in the personal custody of the Insured or the Insured's authorised employees, or in a bank night safe and thereafter within bank premises until at the bank's risk	Refer Schedule
2. Money in the Insured's Premises out of Business Hours	
(a) in locked safes or strongrooms	Refer Schedule
Make Model Serial Number.	Refer Schedule
(b) in all other locked safes or strongrooms	€1,270 in total
(c) not in locked safe or strongroom	€500
3. Money in the Insured's residence or that of any authorised employee	€500
4. Crossed cheques, crossed postal orders and crossed money orders whilst in the situation and circumstances described in Items 1 to 3 provided that the Insured retains an accurate record of such cash as would enable a stop be placed against payment of the instruments otherwise such cash is considered as being part of the Money insured under Items 1 to 3 for the limits applying under Items 1 to 3.	€250,000
5. Damage to safes or strongrooms (limited to the cost of repair or replacement of the safe or strongroom to a condition or quality that applied at the time of the happening of the Damage) but limited in all to a sum not exceeding	€6,500
6. Money whilst in the personal custody of travellers or collectors or whilst contained in hotel safes on behalf behalf of such travellers or collectors	€1,000

**MONEY SECTION
INSURING CLAUSE
Continued**

Provided that it shall be a condition to any liability of the Company under this Section that

- (a) for transit of amounts up to €3,850 all carryings be made by an able bodied adult person
- (b) for transits of amounts in excess of €3,850 the carrier be accompanied by at least one able bodied adult escort
- (c) for transits of amounts in excess of €6,350 the carrier shall be accompanied by at least two able bodied adult escorts
- (d) amounts over €12,700 to be carried by a security company approved by the Company the name of which has been lodged with the Company
- (e) Money shall not be left in unattended vehicles
- (f) journeys in excess of one kilometre must be undertaken in a motor vehicle and for the duration of such transits the Money must be contained within the locked boot of such vehicle.

Additional Benefit

The Company will also indemnify the Insured in respect of

Personal Assault

If, during the course of the Business, an Insured Person shall sustain bodily injury or shall suffer Damage as a result of an assault with intent to steal Money, or other Property Insured as covered by this Section, then the Company will pay to the Insured Person or in the event of the Insured Person's death to the legal personal representatives of the Insured Person compensation as specified in the Scale of Benefits set out below.

Scale of Benefits

If the bodily injury referred to above is the sole and direct cause of

1. Death

or

2. Total loss by physical severance at or above the wrist of one or both hands, at or above the ankle of one or both feet or irrecoverable loss of all sight in one or both eyes or the power of speech or the sense of hearing

occurring within 12 calendar months of the happening of such bodily injury - €12,700

**MONEY SECTION
INSURING CLAUSE
Continued**

3. Total disablement from engaging in or giving attention to profession, business or occupation – compensation at the rate of €65 per week
4. Damage to clothing or personal effects of the Insured Person – €650

Provided that

1. After injury the Insured Person shall act upon medical advice and, if so required, submit to medical examination at the expense of the Company
2. Benefit shall not be payable:
 - (a) under more than one of Items 1, 2 and 3 in respect of the same bodily injury other than a claim under Items 1 or 2 following upon a claim under Item 3
 - (b) under Item 3
 - (i) until the total amount of the compensation has been ascertained
 - (ii) unless the bodily injury requires treatment by a registered medical practitioner
 - (iii) in respect of any period of disablement which is not certified by a registered medical practitioner
 - (iv) for more than 104 weeks from the commencement of the disablement as certified by a registered medical practitioner. Any payment made under Item 3 shall be deducted from any sum subsequently payable under Items 1 or 2 in respect of the same bodily injury, the Company being liable only for the balance.
3. After the happening of bodily injury resulting in a claim under Items 1 or 2 no further liability to make any payment shall attach to the Company in respect of the Insured Person concerned
4. The Company shall not be liable in respect of death, injury or disablement caused by any pre-existing physical or mental defect, condition or infirmity
5. The total amount payable, in respect of any one or more injuries to any Insured Person during the Period of Insurance, shall not exceed €12,700.

**MONEY SECTION
EXCLUSIONS**

This Section does not cover

1. Damage

- (a) arising from fraud or dishonesty of any employee, director or partner of the Insured, which is not discovered within 7 working days of its occurrence
- (b) arising from shortages due to error, omission or depreciation in value
- (c) of contents from note, coin or token operated machines
- (d) while in an unattended vehicle
- (e) covered by a policy of Fidelity Guarantee Insurance
- (f) occurring outside the Territorial Limits.
- (g) due to use of counterfeit Money

2. In respect of compensation for accidental bodily injury

- (a) any pre-existing physical or mental defect or infirmity
- (b) any consequences of pregnancy or childbirth
- (c) bodily injury to any member of the Garda Siochana or any other Police Authority, Armed Forces or Security Companies.

3. Loss damage cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with

- (a) the loss alteration of or damage to
- (b) a reduction in the functionality availability or operation of

a computer-system hardware programme software data information-repository microchip integrated-circuit or similar device in computer-equipment or non-computer-equipment whether the property of the Insured or not.

**MONEY SECTION
CONDITIONS**

1. Alteration

This Section shall be avoided if after the commencement of this insurance

- (a) any alteration being made either in the Business or in the Premises or property therein or any other circumstances which increases the risk of Damage
- (b) the interest of the Insured ceases other than by death
- (c) the Business be wound up or carried on by a liquidator or receiver or permanently discontinued unless admitted by the Company in writing.

2. Claims Condition

Procedure on the discovery of any event which might give rise to a claim under this Section

A. Action by the Insured

1) In the event of Damage the Insured shall

- (a) notify the Company immediately
- (b) notify the Garda Siochana or other Police Authority immediately it becomes evident that any Damage has been caused by malicious persons or by Theft or attempted Theft
- (c) carry out and permit to be taken any action which may be reasonably practicable to prevent further Damage
- (d) deliver to the Company at the Insured's expense
 - (i) full information in writing of the Damaged Property Insured and of the amount of Damage
 - (ii) details of any other insurances on any Property Insured

within 30 days after such Damage (7 days in the case of Damage caused by riot civil commotion strikers locked-out workers or persons taking part in labour disturbances or malicious persons) or such further time as the Company may allow
 - (iii) all such proofs and information relating to the claim as may reasonably be required
 - (iv) if demanded, a statutory declaration of the truth of the claim and of any matters connected with it.

2) No claim under this Section shall be payable unless the terms of this Condition have been complied with.

**MONEY SECTION
CONDITIONS
Continued**

B. Reinstatement

If any Property Insured is to be reinstated or replaced by the Company the Insured shall at his own expense provide all such plans documents books and information as may reasonably be required. The Company 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 of the items insured more than its Sum Insured.

C. Company's Rights following a Claim

On the happening of Damage in respect of which a claim is made the Company and any person authorised by the Company may without thereby incurring any liability or diminishing any of the Company's rights under this Section, enter take or keep possession of the premises where such Damage has occurred and take possession of or require to be delivered to the Company any Property Insured and deal with such property for all reasonable purposes and in any reasonable manner. No claim under this Section shall be payable unless the terms of this Condition have been complied with.

No property may be abandoned to the Company whether taken possession of by the Company or not.

D. Contribution and Average

If at the time of any Damage there is any other insurance effected by or on behalf of the Insured covering any of the property lost destroyed or Damaged the liability of the Company hereunder shall be limited to its rateable proportion of such Damage.

If any such other insurance shall be subject to any Average (under-insurance) Condition this Section if not already subject to any such Condition of Average shall be subject to Average in like manner.

If any such other insurance is subject to any provision whereby it is excluded from ranking concurrently with this Section either in whole or in part or from contributing rateably the liability of the Company under this Section shall be limited to that proportion of the Damage which the Sum Insured under this Section bears to the value of the Property Insured.

E. Subrogation

Any claimant under this Section shall at the request and expense of the Company 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 Company.

**MOTOR VEHICLE ROAD RISKS SECTION
DEFINITIONS**

1. Insured Vehicle

- a) any motor vehicle, including accessories, plant and equipment fixed thereto described in Section E of the current Certificate of Motor Insurance
- b) Any disabled motor vehicle and /or any trailer attaching to the vehicle described in a) above for the purpose of being towed
- c) Any vehicle and/or trailer whilst being conveyed on a vehicle or trailer described in a) or b) above used in connection with The Business in or otherwise in accordance with the "Limitations as to Use" as described in the current Certificate of Motor Insurance

2. Insured Value

The trade value of the Insured Vehicle at the time of the loss or damage

3. Theft

The term Theft used in this Section shall include the offence of "taking a motor vehicle or other conveyance without authority"

4. Custody or Control

Any Insured vehicle in the custody or control of any "Person or Persons Entitled to Drive" as described in the current Certificate of Motor Insurance shall, for the purpose of indemnifying The Insured, be deemed to be in the Custody or Control of the Insured

5. Comprehensive

Comprehensive shall mean Indemnities 1 to 6 operate

6. Third Party Fire & Theft

Third Party Fire & Theft shall mean Indemnities 1 to 6 operate but cover under Indemnity 2-Damage is restricted to loss or damage caused by fire self ignition lightning explosion theft or attempt thereat

7. Third Party Only

Third Party only shall mean indemnities 1,3,4,5 and 6 operate

**MOTOR VEHICLE ROAD RISKS SECTION
INSURING CLAUSE**

The type of cover operative is shown in the Schedule

Indemnity 1- Liability To Third Parties

1. The Company will indemnify the Insured against all sums (including costs recovered by any claimant and/or costs incurred in the defence of any claim where a claim is contested by the Insured, or with the Company's written consent) which the Insured shall be legally liable to pay arising out of

(a) the use of
(b) goods falling from
(c) and during the operation of loading or unloading
the Insured vehicle for the purpose of the Insured's Business and with the Insured's consent and resulting from

- (i) accidental death or injury to any person
- (ii) accidental damage to any property provided that in respect of such damage occasioned by any one act or series of acts constituting one event the limit of indemnity is as follows:-

(a) €2,000,000 in respect of any Insured Vehicle which is not a vehicle described in paragraph (b) below.

(b) €30,000,000 in respect of any Insured Vehicle which is a private car or estate car having a dual purpose body.

2. The Company will also similarly indemnify

- (a) Any person driving whose driving is covered as described in the current Certificate of Motor Insurance
- (b) Any passenger whilst in mounting into or dismounting from the Insured's Vehicle.

3. In respect of any event which may be the subject of Indemnity under this Section, the Company will arrange and pay for

- (a) representation by a solicitor at any Coroner's Inquest or in any Court of Summary Jurisdiction
- (b) providing defence on any charge of manslaughter or of causing death by reckless or dangerous driving.

Exclusions to Indemnity 1

Except so far as it is necessary to meet the requirements of Road Traffic Act Legislation the Company shall not be liable for

- 1. Death of or injury to any person arising out of and in the course of that persons employment
- 2. Death or injury to any person driving the Insured Vehicle or in charge of the Insured Vehicle for the purpose of driving
- 3. Damage to property belonging to or held in trust by or in the custody or control of the person claiming to be indemnified or property being conveyed by the Insured Vehicle

**MOTOR VEHICLE ROAD RISKS SECTION
INSURING CLAUSE
Continued**

4. Loss or damage to any vehicle or trailer in connection with which indemnity is being claimed under this Section
5. Death of or bodily injury to any person or damage to property within the confines of or in any area to which the public do not have a right of access on or around any airfield or airport arising out of accidents with aircraft
6. Any person claiming in respect of injury to person or property occasioned beyond the limits of any carriageway or thoroughfare in connection with the bringing of a load to a vehicle for loading thereon or the taking away of a load from a vehicle after unloading therefrom.

Indemnity 2- Damage

Subject to the Limit of Indemnity specified in the schedule The Company will indemnify The Insured against

1. Loss or damage to the Insured Vehicle up to the Trade Value including loss or damage caused by fire, self ignition lightning explosion theft or attempt thereat. If the Company agrees to pay for damage to be repaired the Company may decide to use suitable parts which are not supplied by the original manufacturer
2. The cost of protection and removal of the Insured Vehicle to the nearest repairer after such damage and the reasonable cost of delivery to the Insured after repair
3. Loss or damage to the contents of customer's vehicles whilst in the Insured's custody or control provided that the liability of the Company limited to €5,000 in respect of any one occurrence.

Exclusions to Indemnity 2

1. The Company shall not be liable to pay for
 - (a) Wear and tear
 - (b) Depreciation
 - (c) Reduction in market value following repair
 - (d) Mechanical electrical electronic computer failures or breakdowns or breakages
 - (e) Damage to tyres by braking, punctures cuts or bursts
 - (f) Breakage of glass in windscreen windows or roof of any Insured Vehicle or damage caused to the bodywork of the Vehicle directly resulting from such breakage
2. The Company will not be liable for any costs arising from
 - (a) the rectification of the original repair or alteration giving rise to any loss of or damage to the Insured Vehicle
 - (b) the carrying out again the service maintenance treatment test or examination that gave rise to any loss of or damage to the Insured Vehicle
 - (c) damage caused by defective workmanship or work being done on the vehicle by the Insured or any person acting on their behalf
3. Loss or damage (other than by fire self ignition lightning explosion theft or attempt thereat) whilst any Insured Vehicle is being driven by any person
 - (a) under 23 years of age

**MOTOR VEHICLE ROAD RISKS SECTION
INSURING CLAUSE
Continued**

- (b) who is not the holder of a current full driving licence

Indemnity 3- Emergency Treatment

The Company will pay for emergency treatment as required by the Road Traffic Act Legislation arising out of the use of the Insured Vehicle.

Indemnity 4-Trailers

Indemnity 1 applies to any trailer which is detached from any Insured Vehicle but only in so far as it is necessary to meet the requirements of any law relating to the compulsory insurance in the territory concerned and provided that the insurance of the trailer is the responsibility of the Insured.

Indemnity 5- Foreign Travel

This Section provides the minimum indemnity required to comply with the law relating to compulsory insurance of motor vehicles in any country which is a member of the European Union and any country in respect of which the Commission of the European Union is satisfied that arrangements have been made to meet the requirements of Article 7 (2) of the EU Directive on insurance of civil liabilities arising from the use of motor vehicles (No72/166/CEE). Where the minimum indemnity is less than that provided under Republic of Ireland minimum legal requirements, the higher level shall apply.

In addition this Section shall apply to any Insured Vehicle used in or which is in transit between such countries for Social Domestic and Pleasure purposes when the Certificate of Motor Insurance specifically provides for such foreign use.

Indemnity 6-Movement of Other Vehicles

The Company will indemnify the Insured against legal liability to pay for death, injury or damage (including damage to the vehicle being moved) arising out of the movement of vehicles not belonging to The Insured or in the custody or control of the Insured with or without the owners permission by the Insured or any partner, director or employee of the Insured for the purpose of

- (a) Parking
- (b) Loading or unloading
- (c) Allowing free passage of any insured vehicle.

**MOTOR VEHICLE ROAD RISKS SECTION
EXCLUSIONS**

1. Any claim arising whilst the Insured vehicle is being driven by or is in the charge of for the purpose of being driven by any person who is not within the "Persons or Classes of Persons Entitled to Drive" shown in the current Certificate of Insurance or is being used otherwise than within the "Limitations as to Use" shown in such Certificate which is incorporated herein.

This Exclusion shall not apply to

- (a) The indemnity given to the Insured (and to no other person) under Indemnity 1 whilst the Insured Vehicle is being used without the Insured's authority or by a subcontractor for the repair alteration, service maintenance treatment test or examination.
2. Any claim arising whilst the Insured Vehicle is
 - (a) in or on any premises owned by or in the occupation of the Insured.
 - (b) In storage in or on any other premises.
3. Consequential loss to the Insured arising directly or indirectly from any accident damage injury or loss
4. Any accident arising outside the Geographical Limits other than as provided by Indemnity 5
5. Any loss, damage or liabilities other than under Indemnities 1 and 3 occasioned by or happening through or in consequence of riot or civil commotion occurring elsewhere than in the Republic of Ireland.
6. Any liability (in excess of the common law or statutory liability applicable to the case) undertaken by The Insured by special contract.

**MOTOR VEHICLE ROAD RISKS SECTION
CONDITIONS**

1. The Company may at its option repair, reinstate, replace or make good by payment of money any loss or damage and if to The Company's knowledge the Insured Vehicle is the subject of a hire purchase agreement, such payment shall be made to the owner described therein whose receipt shall be a full and final discharge to The Company in respect of such loss or damage. The Insured shall not incur any expense in making good such damage without having previously notified The Company of the accident in the terms of this Section and having supplied a detailed estimate of the cost of repairs. The Company's liability for any part or accessory shall be for the value of the part or accessory at the time of the accident not exceeding the manufacturers last list price.
2. The Insured shall repay to the Company all sums, which The Company would not have been liable to pay but for the provisions of any law relating to the insurance of liabilities to Third Parties in any of the territories to which this Section applies.
3. The Insured Vehicle shall be available at all reasonable times for inspection by The Insured's duty authorised representatives. The Insured shall take all reasonable precautions to safeguard the Insured Vehicle from loss or damage and to maintain it in an efficient and roadworthy condition.

**EMPLOYER'S/PUBLIC/PRODUCTS LIABILITY SECTIONS
DEFINITIONS**

- 1. Employee** means any
 - (a) person under a contract of service or apprenticeship with the Insured
 - (b) person engaged under any training educational or work experience programme
 - (c) labour master or labour only sub-contractor or any person employed or supplied by them
 - (d) self employed person
 - (e) person hired to or borrowed by the Insuredwhile working for the Insured in the course of the Business
- 2. Bodily Injury** means bodily injury and includes death disease and illness
- 3. Principal** means any person company firm public local or statutory authority for whom the Insured is carrying out work under contract or agreement
- 4. Offshore** means the period of time commencing when an Employee embarks on to a conveyance at point of final departure to an offshore rig or offshore platform and terminating when such Employee disembarks from the conveyance on to land upon his/her return from an offshore rig or offshore platform
- 5. Pollution or Contamination** means
 - (a) all pollution or contamination of buildings or other structures or of water or land or the atmosphere
 - (b) all Bodily Injury Nuisance or loss of or damage to material property directly or indirectly caused by such pollution or contamination
- 6. Product** means any commodity article thing or any part thereof (including containers labelling and packaging provided in connection therewith) manufactured constructed erected installed altered repaired serviced processed treated sold leased supplied or distributed by or on behalf of the Insured in the course of the Business and not in the custody or control of the Insured
- 7. Nuisance** means nuisance trespass or interference with any easement right of air light water or way

EMPLOYER'S LIABILITY SECTION
(Applicable only if specified in the Schedule)

INSURING CLAUSE

The Company will indemnify the Insured in respect of all sums which the Insured shall become legally liable to pay for damages arising from Bodily Injury to an Employee caused within the Territorial Limits during the Period of Insurance

Law Costs

The Company will also indemnify the Insured in respect of

- (a) all claimants costs and expenses legally recoverable from the Insured
- (b) all costs and expenses incurred by the Insured with the written consent of the Company

provided all such costs and expenses arise or are incurred in connection with a claim for which indemnity is provided by this Section

Limit of Indemnity

The total amount payable for all damages and all Law Costs in respect of any one occurrence or all occurrences of a series consequent on one original cause shall not exceed the Limit of Indemnity stated in the Schedule

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

**EMPLOYER'S LIABILITY SECTION
EXTENSIONS**

1. Indemnity to Principals

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

Provided that

- (a) the Insured would have been entitled to indemnity under this Section had the claim been made against the Insured
- (b) the Principal is not entitled to indemnity under any other policy
- (c) the Principal shall as though he were the Insured observe fulfil and be subject to the terms Definitions Exclusions and Conditions of this Policy
- (d) nothing in this Extension will operate to increase the liability of the Company to pay any amount exceeding the Limit of Indemnity regardless of the number of persons claiming to be indemnified

2. Personal Representatives

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

Provided that

- (a) the Insured was entitled to indemnity under this Section
- (b) such legal personal representatives are not entitled to indemnity under any other policy
- (c) such legal personal representatives shall as though they were the Insured observe fulfil and be subject to the terms Definitions Exclusions and Conditions of this Policy

**EMPLOYER'S LIABILITY SECTION
EXTENSIONS
Continued**

3. Indemnity to Other Persons

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

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

Provided that

- (i) such persons are not entitled to indemnity under any other policy
- (ii) such persons shall as though they were the Insured observe fulfil and be subject to the terms Definitions Exclusions and Conditions of this Policy
- (iii) nothing in this Extension will operate to increase the liability of the Company to pay any amount exceeding the Limit of Indemnity regardless of the number of persons claiming to be indemnified

4. Safety Health and Welfare at Work Act 2005

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

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

**EMPLOYER'S LIABILITY SECTION
EXCLUSIONS**

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

1. for Bodily Injury to an Employee while such Employee is Offshore
2. for which compulsory insurance or security is required under any Road Traffic Legislation or any legislation amending or replacing any Road Traffic Act.
3. Caused by or arising from the use of mechanically propelled vehicles for racing.

It is warranted that

1. No work of welding or other operation involving the use of naked spark or flame shall be undertaken in any pit unless and until all possible precautions have been taken to ensure the complete removal of petrol and combustible materials and the complete dispersal of petrol fumes or any other fumes or gas.

Notwithstanding anything contained herein to the contrary it is noted and agreed that the Company will not raise as a defence that any incident giving rise to a claim was caused by an electronic data failure recognition.

**EMPLOYER'S LIABILITY SECTION
CONDITIONS**

1. Premium Adjustment

If the Premium for the Employer's Liability Section has been calculated on the basis of an estimate supplied by the Insured of wages salaries and other earnings or of turnover

- (a) the Insured shall maintain an accurate record of such wages salaries and other earnings and turnover and the Company or its representatives may at any time examine such record
- (b) the Insured shall within 90 days of the expiry of each Period of Insurance supply to the Company an auditor's certificate of such wages salaries and other earnings or turnover for that Period of Insurance and in this regard time is of the essence

and

- (i) if the amount of such wages salaries and other earnings and/or turnover shall differ from the estimate on which the Premium has been calculated the difference in Premium shall be paid by or allowed to the Insured as the case may be subject to retention of the Minimum Premium stated in the Schedule or as advised to the Insured
- (ii) should the Insured fail to supply such auditor's certificate in accordance with this Condition then the Company will not provide any indemnity for any Bodily Injury which might otherwise be the subject of indemnity under this Section in the Period of Insurance for which the auditor's certificate remains outstanding

PUBLIC LIABILITY SECTION
(Applicable only if specified in the Schedule)

INSURING CLAUSE

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

- (a) accidental bodily injury to any person
- (b) nuisance
- (c) damage to material property

occurring

- i. in or about the premises
- ii. at any location within the territorial limits

during the period of insurance and arising out of and in the course of the Insured's business

Limit of Indemnity

The total amount payable for all damages in respect of any one occurrence or all occurrences of a series consequent on one original cause shall not exceed the Limit of Indemnity stated in the Schedule

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

Law Costs

The Company will in addition indemnify the Insured in respect of

- (a) all claimants costs and expenses legally recoverable from the Insured
- (b) all costs and expenses incurred by the Insured with the written consent of the Company

provided all such costs and expenses arise or are incurred in connection with a claim for which indemnity is provided by this Section

**PUBLIC LIABILITY SECTION
EXTENSIONS**

1. Indemnity to Principals

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

Provided that

- (a) the Insured would have been entitled to indemnity under this Section had the claim been made against the Insured
- (b) the Principal is not entitled to indemnity under any other policy
- (c) the Principal shall as though he were the Insured observe fulfil and be subject to the terms Definitions Exclusions and Conditions of this Policy
- (d) nothing in this Extension will operate to increase the liability of the Company to pay any amount exceeding the Limit of Indemnity regardless of the number of persons claiming to be indemnified

2. Personal Representatives

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

Provided that

- (a) the Insured was entitled to indemnity under this Section
- (b) such legal personal representatives are not entitled to indemnity under any other policy
- (c) such legal personal representatives shall as though they were the Insured observe fulfil and be subject to the terms Definitions Exclusions and Conditions of this Policy

**PUBLIC LIABILITY SECTION
EXTENSIONS
Continued**

3. Indemnity to Other Persons

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

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

Provided that

- (i) such persons are not entitled to indemnity under any other policy
- (ii) such persons shall as though they were the Insured observe fulfil and be subject to the terms Definitions Exclusions and Conditions of this Policy
- (iii) nothing in this Extension will operate to increase the liability of the Company to pay any amount exceeding the Limit of Indemnity regardless of the number of persons claiming to be indemnified

4. Cross Liabilities

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

Provided that nothing in this Extension will operate to increase the liability of the Company to pay any amount exceeding the Limit of Indemnity regardless of the number of persons claiming to be indemnified

**PUBLIC LIABILITY SECTION
EXTENSIONS
Continued**

The following extension applies only where indicated as operative in the Policy Schedule.

5. Defective Workmanship

The Company will indemnify the Insured in respect of legal liability as defined in the Insuring Clause arising from:

- (a) the repair servicing or maintenance by the Insured
- (b) the sale or supply of spare parts components or accessories in connection with such repair servicing or maintenance
 - of:
 - (i) any motor vehicle not belonging to the Insured
 - (ii) any motor vehicle not in the custody or control of the Insured

The term repair servicing or maintenance shall include the pre-delivery checks of new vehicles as required by the manufacturers and the fitting of additional accessories to such new vehicles

Provided always that

- (a) The Company shall not be liable to pay for the costs of repair or reinstatement of any parts components or accessories sold or supplied by the Insured or which were the subject of the repair servicing or maintenance giving rise to the liability of the Insured
- (b) The Indemnity granted by this Section does not apply to liability arising out of the sale of any vehicle
- (c) The total liability of the Company shall not exceed €1,300,000 in respect of any one occurrence or all occurrences of a series consequent on one original cause
- (d) The Company shall not be liable for loss or damage to that part of any property on which the Insured or an Employee or partner or director or agent of the Insured is or has been working where the loss or damage arises out of such work

Warranty

In respect of the indemnity which is granted under this extension it is warranted that

all Apprentices are supervised by a Qualified Mechanic

all work is checked by a Qualified Mechanic before Motor Vehicles are released

servicing records are retained for a 12 month period in support of all servicing and repair work including the sale and supply of parts used for such servicing and repair.

**PUBLIC LIABILITY SECTION
EXCLUSIONS**

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

1. for Bodily Injury to an Employee
2. for fines penalties punitive or exemplary damages
3. for Pollution or Contamination unless caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific place and time during the Period of Insurance

Provided that

- (a) all Pollution or Contamination which arises out of such incident shall be deemed to have occurred at the time such incident takes place
 - (b) the liability of the Company for all damages payable in respect of such Pollution or Contamination which is deemed to have occurred during any one Period of Insurance shall not exceed in the aggregate the amount stated in the Schedule as the Limit of Indemnity
4. for loss of or damage to material property
 - (a) belonging to the Insured
 - (b) in the custody or control of the Insured or an Employee or partner or director of the Insured other than
 - (i) motor vehicles and their contents belonging to any visitor, partner or director of the Insured and not owned by or hired loaned or leased to any customer of the Insured
 - (ii) the personal effects of any visitor, partner or director of the Insured
 - (iii) buildings (together with the contents thereof) temporarily occupied by or on behalf of the Insured for the purpose of carrying out work in the course of the Business
 - (iv) buildings (including their fixtures and fittings) leased or rented by the Insured but excluding liability assumed under the terms of any tenancy agreement which would not have attached in the absence of such agreement
 5. caused by or arising from the ownership possession or use by or on behalf of the Insured of any
 - (a) mechanically propelled vehicle other than
 - (i) the use of such vehicle at the Insured's premises or any site at which the Insured is working in the course of the business

**PUBLIC LIABILITY SECTION
EXCLUSIONS
Continued**

- (ii) the loading or unloading of such vehicle or the delivery or collection of goods to or from such vehicle

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

- (b) aircraft or hovercraft

- (c) watercraft other than hand propelled watercraft not exceeding eight metres in length

- 6. caused by or arising from any design plan or specification or any treatment or advice (remedial professional or otherwise) given administered or omitted by the Insured or an Employee or partner or director of the Insured for which a fee is or would normally be charged
- 7. for loss of or damage to that part of any property on which the Insured or an Employee or partner or director or agent of the Insured is or has been working where the loss or damage arises out of such work
- 8. (a) caused by or arising from a Product other than food or beverages prepared and/or served for consumption on any premises occupied by the Insured
(b) for the cost of repairing replacing recalling altering removing or reinstating a Product
- 9. directly or indirectly caused by arising from in consequence of or in any way involving asbestos but this Exclusion shall not apply to Bodily Injury or loss of or damage to material property caused by any commodity article or thing containing asbestos where the presence of asbestos is not in itself a direct or indirect cause of such Bodily Injury or loss of or damage to material property

**PUBLIC LIABILITY SECTION
CONDITIONS**

Premium Adjustment

If the Premium for the Public Liability Section has been calculated on the basis of an estimate supplied by the Insured of wages salaries and other earnings or of turnover

- (a) the Insured shall maintain an accurate record of such wages salaries and other earnings and turnover and the Company or its representatives may at any time examine such record
- (b) the Insured shall within 90 days of the expiry of each Period of Insurance supply to the Company an auditor's certificate of such wages salaries and other earnings or turnover for that Period of Insurance and in this regard time is of the essence

and

- (i) if the amount of such wages salaries and other earnings and/or turnover shall differ from the estimate on which the Premium has been calculated the difference in Premium shall be paid by or allowed to the Insured as the case may be subject to retention of the Minimum Premium stated in the Schedule or as advised to the Insured
- (ii) should the Insured fail to supply such auditor's certificate in accordance with this Condition then the Company will not provide any indemnity for any Bodily Injury Nuisance loss or damage to material property which might otherwise be the subject of indemnity under this Section in the Period of Insurance for which the auditor's certificate remains outstanding

DAMAGE TO OWN VEHICLES SECTION
(Applicable only if Public Liability Section is operative)

INSURING CLAUSE

The Company will indemnify the Insured against damage to any Vehicle (including it's accessories and spare parts while thereon)

Provided that such Vehicle is

- (a) the property of the Insured or any member of the Insured's family or household
- (b) hired to any of them under a hire purchase agreement

Provided also that

- i. the damage is caused by accidental external and visible means
- ii. the damage occurs in or about the Premises or at any other place at which the Insured is performing Motor Trade work not being premises owned by or in the occupation of the Insured
- iii. the maximum liability of the Company in respect of any one occurrence or series of occurrences arising out of one cause shall not exceed the sum of €35,000.

DAMAGE TO OWN VEHICLES SECTION
EXCLUSIONS

The Company will not indemnify the Insured for

- (a) loss of use depreciation wear and tear mechanical or electrical breakdown failures or breakages
- (b) damage to tyres by the application of brakes or by road punctures cuts or bursts
- (c) loss or damage to any Motor Vehicle caused directly or indirectly by
 - i. fire explosion storm tempest or flood
 - ii. theft or any attempt thereat
 - iii. defective workmanship or the consequences thereof
- (d) loss or Damage to any Motor Vehicle sustained whilst that part of the Motor Vehicle is being worked upon
- (e) loss or Damage resulting from the driving of any Motor Vehicle in a Public Place within the meaning of any Road Traffic Legislation other than in or about the Premises

DAMAGE TO CUSTOMERS' VEHICLES SECTION

(Applicable only if Public Liability Section is operative)

INSURING CLAUSE

The Company will indemnify the Insured against Damage to any Motor Vehicle (including accessories and spare parts whilst thereon) held in trust by the Insured or in the custody or control of the Insured which occurs in or about the Premises or at any other place at which the Insured is performing Motor Trade work not being premises owned by or in the occupation of the Insured

Provided that

- (a) The Damage is caused by accidental external and visible means
- (b) The total liability of the Company shall not exceed €2,600,000 in respect of any one occurrence or all occurrences of a series consequent on one original cause

**DAMAGE TO CUSTOMERS' VEHICLES SECTION
EXCLUSIONS**

The Company will not indemnify the Insured for

- (a) depreciation wear and tear mechanical or electrical breakdown failures or breakages
- (b) damage to tyres by the application of brakes or by road punctures cuts or bursts
- (c) loss or damage to any Motor Vehicle caused directly or indirectly by
 - i. fire explosion storm tempest or flood
 - ii. theft or any attempt thereof
 - iii. defective workmanship or the consequences thereof
- (d) loss or Damage to any Motor Vehicle sustained whilst that part of the Motor Vehicle is being worked upon
- (e) loss or Damage resulting from the driving of any Motor Vehicle in a Public Place within the meaning of any Road Traffic Legislation other than in or about the Premises
- (f) loss or damage to any Motor Vehicle (including accessories and spare parts whilst thereon) the property of the Insured or any person employed by the Insured or any member of the Insured's family or household

PRODUCTS LIABILITY SECTION
(Applicable only if specified in the Schedule)

INSURING CLAUSE

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

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

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

Law Costs

The Company will also indemnify the Insured in respect of

- (a) all claimants costs and expenses legally recoverable from the Insured
- (b) all costs and expenses incurred by the Insured with the written consent of the Company

provided all such costs and expenses arise or are incurred in connection with a claim for which indemnity is provided by this Section

Limit of Indemnity

The total amount payable for all damages and all Law Costs in respect of any one occurrence or all occurrences of a series consequent on one original cause or in respect of any one Period of Insurance shall not exceed the Limit of Indemnity stated in the Schedule

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

**PRODUCTS LIABILITY SECTION
EXTENSIONS**

1. Indemnity to Principals

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

Provided that

- (a) the Insured would have been entitled to indemnity under this Section had the claim been made against the insured
- (b) the Principal is not entitled to indemnity under any other policy
- (c) the Principal shall as though he were the Insured observe fulfil and be subject to the terms Definitions Exclusions and Conditions of this Policy
- (d) nothing in this Extension will operate to increase the liability of the Company to pay any amount exceeding the Limit of Indemnity regardless of the number of persons claiming to be indemnified

2. Personal Representatives

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

Provided that

- (a) the Insured was entitled to indemnity under this Section
- (b) such legal personal representatives are not entitled to indemnity under any other policy
- (c) such legal personal representatives shall as though they were the Insured observe fulfil and be subject to the terms Definitions Exclusions and Conditions of this Policy

3. Cross Liabilities

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

Provided that nothing in this Extension will operate to increase the liability of the Company to pay any amount exceeding the Limit of Indemnity regardless of the number of persons claiming to be indemnified

**PRODUCTS LIABILITY SECTION
EXCLUSIONS**

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

1. for Bodily Injury to an Employee
2. for fines penalties punitive or exemplary damages
3. for Pollution or Contamination unless caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific place and time during the Period of Insurance

Provided that

- (a) all Pollution or Contamination which arises out of such incident shall be deemed to have occurred at the time such incident takes place
 - (b) the liability of the Company for all damages payable in respect of such Pollution or Contamination which is deemed to have occurred during any one Period of Insurance shall not exceed in the aggregate the amount stated in the Schedule as the limit of Indemnity
4. for loss of or damage to or for the cost of repairing replacing recalling altering removing or reinstating a Product
 5. caused by or arising from a Product which is for use in or supply to the United States of America or Canada
 6. caused by or arising from a Product which is for use in any aircraft hovercraft waterborne-craft or offshore-structure
 7. caused by or arising from a defect in a Product which was known to the Insured prior to the inception date of this insurance or which comes to the attention of the Insured during the Period of Insurance and has not been notified to the Company under Condition 1 Alterations in Risk or Condition 3 Claims Condition of the Employer's Liability Public Liability and Products Liability Sections
 8. directly or indirectly caused by arising from in consequence of or in any way involving asbestos

but this Exclusion shall not apply to Bodily Injury or loss of or damage to material property caused by any commodity article or thing containing asbestos where the presence of asbestos is not in itself a direct or indirect cause of such Bodily Injury or loss of or damage to material property.

**PRODUCTS LIABILITY SECTION
CONDITIONS**

1. Premium Adjustment

If the Premium for the Products Liability Section has been calculated on the basis of an estimate supplied by the Insured of wages salaries and other earnings or of turnover

- (a) the Insured shall maintain an accurate record of such wages salaries and other earnings and turnover and the Company or its representatives may at any time examine such record
- (b) the Insured shall within 90 days of the expiry of each Period of Insurance supply to the Company an auditor's certificate of such wages salaries and other earnings or turnover for that Period of Insurance and in this regard time is of the essence

and

- (i) if the amount of such wages salaries and other earnings and/or turnover shall differ from the estimate on which the Premium has been calculated the difference in Premium shall be paid by or allowed to the Insured as the case may be subject to retention of the Minimum Premium stated in the Schedule or as advised to the Insured
- (iii) should the Insured fail to supply such auditor's certificate in accordance with this Condition then the Company will not provide any indemnity for any Bodily Injury or loss of or damage to material property which might otherwise be the subject of indemnity under this Section in the Period of Insurance for which the auditor's certificate remains outstanding.

**EMPLOYER'S/PUBLIC/PRODUCTS LIABILITY SECTIONS
EXCLUSIONS**

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

- 1.** assumed by the Insured under any contract or agreement unless such liability would have attached to the Insured in the absence of such contract or agreement
- 2.** arising from any judgement award or settlement made within countries states or territories which operate under the laws of the United States of America or Canada or to any order made anywhere in the world to enforce such judgement award or settlement either in whole or in part
- 3.** caused by or arising from the loss or alteration of or damage to or a reduction in the functionality availability or operation of a computer-system hardware programme software data information-repository microchip integrated-circuit or similar device in computer-equipment or non-computer-equipment that results from the malicious or negligent transfer (electronic or otherwise) of a computer-programme that contains any malicious or damaging code including but not limited to computer-virus worm logic-bomb or trojan-horse.

**EMPLOYER'S/PUBLIC/PRODUCTS LIABILITY SECTIONS
CONDITIONS**

1. Alterations in Risk

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

2. Other Insurances

If any insurance under this Policy is also the subject (in whole or in part) of any other policy the liability of the Company shall apply in excess of and not as contributory with such other policy

3. Claims Condition

- (a) In the event of an occurrence which may give rise to a claim for indemnity under this Policy the Insured shall give immediate notice to the Company with full particulars. Every letter claim writ summons and process shall be notified or forwarded to the Company immediately on receipt. The Insured shall inform the Company immediately of any impending prosecution inquest or fatal inquiry or civil proceedings and send to the Company every relevant document which must remain unanswered by the Insured
- (b) No admission repudiation offer promise payment or indemnity shall be made or given by or on behalf of the Insured without the written consent of the Company. The Company shall be entitled if it so desires to take over and conduct in the name of the Insured the defence or settlement of any claim or to prosecute in the name of the Insured for its own benefit any claim for indemnity or damages or otherwise. The Company shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the Insured shall give all such information and assistance as the Company may require. The Company shall not be liable for any loss alleged to have been sustained by the Insured in consequence of any action or omission of the Company in the course of any claim or proceedings
- (c) The Company may at any time at its sole discretion pay to the Insured the amount of the Limit of Indemnity (less any sum or sums already paid) or any lesser sum for which the claim or claims can be settled and be under no further liability in respect of such claim or claims except for other costs and expenses for which the Company may be responsible incurred prior to such payment.

GENERAL POLICY EXCLUSIONS
(These exclusions apply to all Sections of this Policy)

The Company will not indemnify the Insured in respect of

1. any 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
2. any liability, loss, damage, cost 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 acts of foreign enemies hostilities or warlike operations (whether war be declared or not) civil war rebellion revolution insurrection civil commotion assuming the proportions of or amounting to an uprising military or usurped power
 - (b) any Act of Terrorism

For the purpose of this Exclusion Act 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 also excludes liability, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing or suppressing or in any way relating to anything contained in (a) and/or (b) above.

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

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

3. the amount of any Deductible or Excess stated in the Schedule including any Condition of Average where applicable.

This Deductible or Excess shall not apply in respect of

- (a) Indemnity 1 of the Motor Vehicle Road Risks Section of the Policy
- (b) Accidental breakage of glass in windscreens or windows under Indemnity 2 of the Motor Vehicle Road Risks Section of the Policy

The Insured warrants that it shall not effect insurance in respect of the amounts of the Deductibles stated in the Schedule.

GENERAL POLICY EXCLUSIONS
Continued

4. 1: Neither this Policy, nor any indemnity nor cover provided under it shall apply to or cover any loss or Damage (including consequential loss or damage), legal liability, claim, cost or expense, whether preventative, remedial or otherwise nor shall there be any liability whatsoever on the part of the V Company in respect of any claim of whatsoever nature or kind on foot of the Policy, directly or indirectly caused by (whether proximately or otherwise) or consisting of, or connected with or arising from:-
- (a) the actual or alleged failure, malfunction, inability or inadequacy of any of the following (whether the property of the Insured or not or whether under the control of or operated or used by or on behalf of the Insured or not and whether occurring before, during or after the Year 2000)
 - (i) any computer, computerised system, computer network, electronic equipment
 - (ii) any microchip, micro processor, integrated circuit or similar device, whether or not embedded in or forming part of a computer or any other thing, device, installation or system of any kind whatsoever
 - (iii) any computer software (including but not restricted to application software and system software)
 - (iv) any other equipment, media, or system for processing, storing or retrieving data
 - (v) any code or component of any of the foregoing
 - (vi) any other product, equipment, service, installation, data or function that directly or indirectly use or rely upon or are connected with in any manner whatsoever any of the items listed in paragraphs (i) to (v) above of this Exclusion.

To do correctly or omit to do any of the following:-

- (i) read, accept, interpret, process or recognise any date as its true calendar date
- (ii) capture, save or retain or correctly to manipulate, interpret, calculate, compare, differentiate, sequence or process in any way whatsoever any data or information or command or instruction (whether directly or indirectly) as a result of or associated or connected in any way with, treating any date otherwise than its true calendar date
- (iii) capture, save, retain, manipulate, interpret, calculate, compare, differentiate, sequence or process in any way whatsoever any data or information (whether directly or indirectly) as a result of or connected in any way with the use or operation of any command or instruction which has been programmed, integrated or incorporated into any computer software or date being the command or instruction which causes or contributes to, (whether proximately or otherwise) the loss or corruption of data or information or of any command or instruction or the inability or failure to correctly capture, save, retain, manipulate, interpret, calculate, compare, differentiate, sequence or process such data on or after any date.

GENERAL POLICY EXCLUSIONS
Continued

- (b) Any advice assessment inspection testing audit evaluation correction conversion design redesign renovation repair maintenance rewriting rectification or replacement of or any failure to advise assess test audit evaluate correct convert design redesign renovate repair rewrite rectify or replace any of the equipment or software listed at paragraph 1(a) of this endorsement in respect of any of the problems or potential problems mentioned in the said paragraph 1(a) whether provided performed carried out or done by you, for you or at your order or request or otherwise.
- 2: This Exclusion applies irrespective of whether any of the matters specified in paragraph 1 hereof occur prior or subsequent to or contemporaneously or in association or concurrently with any other cause or event or occurrence whatsoever or howsoever arising and irrespective of whether or not the claim under the Policy is based primarily or proximately on such other cause, event or occurrence.
- 3: This Exclusion applies irrespective of the cause or reason for the failure, malfunction, inability or inadequacy and irrespective of whether or not any attempt was made to carry out any repairs or modifications to avoid or mitigate the effects of the same.
- 4: The other terms of this Policy shall be read subject to this Exclusion and any conflict between those other terms and the contents of this Exclusion will be resolved in favour of this Exclusion. This paragraph of the Exclusion shall not however prejudice the operation of, or affect in any way, the following paragraph hereof.
- 5: This Exclusion does not amount to any express or implied admission or acceptance that apart from this Exclusion the Policy would otherwise provide cover or impose a liability on the Company in respect of any of the matters specified in paragraph 1 hereof and the Policy cover or liability imposed pursuant of the Policy shall not be augmented or increased in any way whatsoever by the terms of this Exclusion.
- 6: The incorporation or inclusion of this Exclusion to the Policy shall not affect the Company's right to contend that quite independently of this Exclusion, the Policy provides no indemnity or cover and has no application or imposes no liability on the Company in respect of any of the matters specified in paragraph 1 hereof and the inclusion or incorporation of this Exclusion in the Policy shall not constitute any express or implied admission to the contrary.

but this Exclusion shall not exclude subsequent Damage, Burglary/ Theft, Glass breakage not otherwise excluded under this Policy which itself is caused by fire, lightning, explosion, aircraft or other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked out worker, persons taking part in labour disturbances, malicious persons, earthquake, subterranean fire, storm, tempest, flood, escape of water from any tank apparatus or pipe, sprinkler leakage, impact by any vehicle (or goods falling therefrom) or animal.

Note: This Exclusion does not apply to any Employer's Liability cover provided by this Policy in respect of the Business carried out in the United Kingdom and/or Northern Ireland

GENERAL POLICY CONDITIONS

(These conditions apply to all Sections of this Policy)

1. Cancellation

- (a) The Company may cancel this Policy at any time by giving 21 days notice by registered letter to the last known address of the Insured and in such case the Insured shall be entitled to the return of a proportionate part of the Premium in respect of the unexpired Period of Insurance subject to the retention by the Company of the Minimum Premium stated in the Schedule or as advised to the Insured or if the Premium has been based on estimates supplied by the Insured the Premium shall be adjusted in accordance with the applicable Premium Adjustment Conditions in the Material Damage Business Interruption Employer's Liability Public Liability and Products Liability Sections.
- (b) Without prejudice to the generality of General Condition 1 (a) if the Company has agreed to accept payment of Premium for this Policy by instalments then in the event of non-payment of any instalment on or before the due date the Company may cancel this Policy by giving 7 days notice by registered letter to the last known address of the Insured following the expiry of which notice this Policy shall be automatically cancelled and the Company shall be entitled to payment of the Premium proportionate to the Period of Insurance.

2. Reasonable Precautions

While this Policy is in force the Insured shall

- (a) take all reasonable precautions to prevent Damage, Business Interruption Bodily Injury, Nuisance accidents, or loss of or damage to material property
- (b) maintain all Property Insured in good condition
- (c) at all times exercise reasonable care in that only steady and competent Employees are employed
- (d) take all reasonable steps to comply with all applicable laws, statutory enactments or local authority by-laws, regulations, obligations and requirements

3. Due Observance

The observance and fulfilment of the terms Exclusions and Conditions of this Policy in so far as they relate to anything to be done or complied with by the Insured or any other indemnified party shall be conditions precedent to any liability of the Company to make any payment under this Policy.

4. Non-Disclosure

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

GENERAL POLICY CONDITIONS
Continued

5. Fraud

If a claim is fraudulent in any respect or if fraudulent means are used by the Insured or by anyone acting on his behalf to obtain any benefit under this Policy or if any Damage is caused by the wilful act or with the connivance of the Insured all benefits under this Policy shall be forfeited.

6. Arbitration

All differences arising out of this Policy shall be referred to the decision of an arbitrator to be appointed by the parties or failing agreement by the President for the time being of the Incorporated Law Society of Ireland. Where any difference is referred to arbitration the making of an award shall be a condition precedent to any right of action against the Company. Claims not referred to arbitration within 12 calendar months from the date of disclaimer of the liability shall be deemed to have been abandoned.

7. Insurance Act

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 Company under this Policy shall be payable and paid in the Republic of Ireland.