



**COMMERCIAL PROPERTY OWNERS**  
INSURANCE POLICY DOCUMENT (ROI)

**N|B|S**  
Ireland

# CONTENTS

Useful Information and How to Make a Claim	3
Definitions	6
General Conditions including Cancellation	10
General Exclusions	14
Section 1 – Material Damage	18
Insurable Perils	18
Additional Covers	21
Extensions to Section 1	23
Clauses to Section 1	27
Basis of Settlement Clauses	28
Exclusions to Section 1	30
Section 2 – Loss of Rent	31
Clause to Section 2	31
Basis of Settlement Clauses	31
Extensions to Section 2	32
Exclusion to Section 2	32
Section 3 – Property Owners’ Liability	33
Limit of Indemnity	33
Section Definition	33
Extensions to Section 3	33
Exclusions to Section 3	35
Conditions to Section 3	37
Section 4 – Employers’ Liability	38
Limit of Indemnity	38
Section Definition	38
Extensions to Section 4	38
Exclusions to Section 4	39
Conditions to Section 4	39
General Claims Conditions	40

## USEFUL INFORMATION

### How to Make a Claim

Please telephone the dedicated claims line 1800 856 090

For emergency out of hours major loss notifications please telephone (+353) 14 852 980

Please do not use this number for general claims notifications or queries which should be to 1800 856 090

Email: [claims@nbsunderwriting.co.uk](mailto:claims@nbsunderwriting.co.uk)

### How to Complain

Should you wish to make a complaint regarding your claim please contact:

**Leeson Claims Services Ireland**  
**68 Merrion Square South, Dublin 2**  
Email: [info@lcsi.ie](mailto:info@lcsi.ie)  
Telephone: **(+353) 14 852 980**

Should you wish to make a complaint about the policy or the service we offer please contact:

**NBS Ireland** (NBS Ireland is a trading style of NBS Commercial Ltd)  
**Suite 307**  
**The Victorians**  
**15-18 Earlsfort Terrace**  
**Saint Kevin's**  
**Dublin 2**  
Email: [info@nbsireland.com](mailto:info@nbsireland.com)  
Telephone: **1800 856 090**

If you remain dissatisfied after the senior member of staff has considered your complaint, or you have not received a final decision within eight (8) weeks, you may be eligible to refer your complaint to the Financial Services and Pensions Ombudsman

Financial Services and Pensions Ombudsman  
3<sup>rd</sup> Floor, Lincoln House  
Lincoln Place  
Dublin 2  
DO2 VH29

Tel: **(+353) 15 677 000**  
Fax: **(+353) 16 620 890**  
Email: [info@fspoi.ie](mailto:info@fspoi.ie)  
Website: [www.fspoi.ie](http://www.fspoi.ie)

Making a complaint does not affect your right to take legal action.

# COMMERCIAL PROPERTY OWNERS INSURANCE POLICY

This policy is administered by **NBS Ireland** and underwritten by **Accelerant Insurance Europe SA**, Bastion Tower, Level 20, Place du Champ de Mars 5, 1050 Brussels.

Accelerant Insurance Europe SA is a company registered in Belgium (Company number 0758.632.842) with registered office at Bastion Tower, Level 20, Place du Champ de Mars 5, 1050 Brussels

Accelerant Insurance Europe SA is an insurance company authorised by the National Bank of Belgium and regulated by the Financial Services and Markets Authority (FSMA) (Ref. 3193).

The Policy the Schedule and any endorsements shall be read together as one contract and this is the contract of Insurance between the **Insured** and the **Insurer**.

**NBS Ireland** is a trading style of **NBS Commercial Limited**. Registered in Ireland No. 677098. Registered Office: 13-18 City Quay, Dublin 2, D02 ED70. NBS Commercial Ltd is authorised and regulated by the Central Bank of Ireland – C441712

## Honest and Reasonable Presentation

1. Before this insurance contract is entered into, the **Insured** must make an honest and reasonable presentation of the risk to the **Insurer**, in accordance with the Consumer Insurance Contracts Act 2019, or if the **Insured** is not a consumer, in accordance with the principle of Utmost Good Faith. In summary, the **Insured** must:
  - a) Disclose to the **Insurer** every material circumstance which the **Insured** knows or ought to know. Failing that, the **Insured** must give the **Insurer** sufficient information to put a prudent insurer on notice that it needs to make further enquiries in order to reveal material circumstances. A matter is material if it would influence the judgement of a prudent insurer as to whether to accept the risk, or the terms of the insurance (including premium);
  - b) Make the disclosure in clause (1)(a) above in a reasonably clear and accessible way; and
  - c) Ensure that every material representation of fact is substantially correct, and that every material representation of expectation or belief is made in good faith.
2. For the purposes of clause (1)(a) above, the **Insured** is expected to know the following:
  - a) If the **Insured** is an individual, what is known to the individual and anybody who is responsible for arranging his or her insurance.
  - b) If the **Insured** is not an individual, what is known to anybody who is part of the **Insured's** senior management; or anybody who is responsible for arranging the **Insured's** insurance.
  - c) Whether the **Insured** is an individual or not, what should reasonably have been revealed by a reasonable search of information available to the **Insured**. The information may be held within the **Insured's** organisation, or by any third party (including but not limited to subsidiaries, affiliates, the broker, or any other person who will be covered under the insurance). If the **Insured** is insuring subsidiaries, affiliates or other parties, the **Insurer** expects that the **Insured** will have included them in the **Insured's** enquiries, and that the **Insured** will inform the **Insurer** if it has not done so. The reasonable search may be conducted by making enquiries or by any other means.

## Remedies for breach of the duty of honest and reasonable presentation

If, prior to entering into this insurance contract, the **Insured** shall breach the duty of honest and reasonable presentation, the remedies available to the **Insurer** as set out below are proportionate to the effects of any misrepresentation on the interests of the **Insurer** and the **Insured** by reference as to whether the misrepresentation was:

- innocent (that is, one that was neither negligent nor fraudulent),
- negligent, or
- fraudulent.

- a) If the **Insured's** breach of the duty of honest and reasonable presentation is negligent or fraudulent:
  - i) The **Insurer** may avoid the contract, and refuse to pay all claims; and,
  - ii) The **Insurer** need not return any of the premiums paid.
- b) If the **Insured's** breach of the duty of honest and reasonable presentation is not negligent or fraudulent, the **Insurer's** remedy shall depend upon what the **Insurer** would have done if the **Insured** had complied with the duty of honest and reasonable presentation:
  - i) If the **Insurer** would not have entered into the contract at all, the **Insurer** may avoid the contract and refuse all claims, but must return the premiums paid.
  - ii) If the **Insurer** would have entered into the contract, but on different terms (other than terms relating to the premium), the contract is to be treated as if it had been entered into on those different terms from the outset, if the **Insurer** so requires.
  - iii) In addition, if the **Insurer** would have entered into the contract, but would have charged a higher premium, the **Insurer** may reduce proportionately the amount to be paid on a claim (and, if applicable, the amount already paid on prior claims). In those circumstances, the **Insurer** shall pay only X% of what the **Insurer** would otherwise have been required to pay, where  $X = (\text{premium actually charged/higher premium}) \times 100$ .

## Keeping the Insurer Informed

The **Insured** must notify the **Insurer**, or the **Insured's** Insurance Advisor:

- a) without delay if the **Insured** becomes aware that information the **Insured** has given the **Insurer** is inaccurate;
- b) within fourteen days of the **Insured** becoming aware about any changes in the information the **Insured** has provided to the **Insurer** which happens before or during the period of insurance;

When the **Insurer** is notified that information the **Insured** previously provided is inaccurate, or of any changes to that information, the **Insurer** will tell the **Insured** if this affects the **Insured's** insurance. For example, the **Insurer** may amend the terms of the **Insured's** insurance or require the **Insured** to pay more for the **Insured's** insurance or cancel the **Insured's** insurance in accordance with the "Cancellation" section.

If the **Insured** fails to notify the **Insurer** that information the **Insured** has provided is inaccurate, or the **Insured** fails to notify the **Insurer** of any changes, this insurance may become invalid and the **Insurer** may not pay the **Insured's** claim, or any payment could be reduced.

## Data Protection Notice

The **Insurer** may store the **Insured's** information on a computer and use it for administration, risk assessment, research and statistical purposes, marketing purposes and for crime prevention (see further details below). The **Insurer** will only disclose the **Insured's** personal details to third parties if it is necessary for the performance of the **Insured's** contract with the **Insurer**.

In order to assess the terms of the insurance contract or administer claims that arise, the **Insurer** will need to collect data that the Data Protection Act defines as sensitive such as medical history or criminal convictions. By proceeding with this contract the **Insured** will signify their consent to such information being processed by the **Insurer** or their agents.

The **Insurer** will keep the **Insured's** information secure at all times. In certain circumstances, for example for systems administration purposes, the **Insurer** may have to transfer the **Insured's** information to another country, which may be a country outside the European Economic Area ("EEA"). By proceeding with this insurance application, the **Insurer** will assume the **Insured** is agreeable to the **Insurer** transferring the **Insured's** information to a country outside the EEA.

## Important

This Policy is a legal contract and it is important that the **Insured** examines it carefully to make sure that it meets their requirements. If it does not, or the **Insured's** requirements change, please let the **Insurer** know right away. The **Insured** is reminded of the need to tell the **Insurer** immediately of any facts or changes which the **Insurer** would take into account in their assessment or acceptance of this insurance, as failure to disclose all relevant facts may invalidate the Policy, or may result in the Policy not operating fully.

## DEFINITIONS

The definitions stated here in **bold** are applicable to all parts of this Policy. Definitions within certain Sections of this Policy shown in *italics* are applicable only to that Section.

**Building(s)** – The Building or Buildings at the risk address(es) stated in the Schedule including

- a) outbuildings attached to or detached from the main Building
- b) walls, gates and fences around the Buildings and belonging to them
- c) **Landlord's Fixtures and Fittings**
- d) car parks, yards, paved areas, roads, pavements and footpaths

all belonging to the **Insured** or for which the **Insured** is legally responsible

**Business** – The Business specified in the Schedule conducted solely from within the **Territorial Limits**, including the ownership, repair and maintenance of the **Premises**, including the provision of first aid but excluding any first aid provided by any qualified medical practitioner or nurse

**Computers** – All computer and ancillary electronic business equipment belonging to the **Insured** or for which they are responsible including associated data carrying materials but excluding programs or information recorded thereon, including interconnected wiring, fixed disks and telecommunications equipment used at the **Premises** for the storage and communication of electronically processed data but excluding

- a) mobile devices where the sole or primary function of the item is to make send and receive telephone calls and SMS messages
- b) any equipment controlling any manufacturing process

**Computer Records** – All current and backup Computer Records excluding fixed disks and paper records of any description, incorporating stored programs and information stored on them, belonging to the **Insured** or leased, hired or rented to the **Insured** and for which the **Insured** is legally responsible

**Consequential Loss** – Loss resulting from interruption or interference with the **Business** carried on by the **Insured** at the **Premises** in consequence of **Damage**

**Damage** – Direct physical loss, destruction of or damage to the **Property** insured

**Declared Value** – The **Insured's** assessment of the cost of reinstatement of the **Property** insured at the level of costs applying at the inception of the Period of Insurance, including the extent to which indemnity is provided for

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

ignoring inflationary factors which may operate subsequently

**Denial of Service Attack** – Any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability of networks, network services, network connectivity or information systems, including but not limited to the generation of excess traffic into network addresses, the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks

**Employee** –

- a) Any person under a contract of service or apprenticeship with the **Insured** or
- b) any of the following persons whilst working for the **Insured** in connection with the **Business**
  - i. any labour master or labour only subcontractor or person supplied by them
  - ii. any self-employed person providing labour only
  - iii. any trainee or person undergoing work experience
  - iv. any voluntary helper
  - v. any person who is hired to or borrowed by the **Insured**

**Excess** – The amount for which the **Insured** is responsible for each and every claim or loss as specified in the Schedule or in the Policy

**Flood** - Damage caused by

- a) the escape of water from the normal confines of any natural or artificial water course, lake, reservoir, canal, drain or dam
- b) inundation from the sea
- c) inundation by rainwater or rainwater induced run off other than where the inundation is solely caused by or solely results from ingress of rainwater through or via the roof of the building

## DEFINITIONS CONTINUED

**Fraudulent Claim** – a claim by any person under this policy, which is on the balance of probabilities dishonest, either in whole or in substantial part, by the lay objective standards of ordinary reasonable and honest people. This definition includes claims that are dishonestly exaggerated.

**Hacking** – Unauthorised access to any computer or other equipment or component or system or item which processes, stores, transmits or retrieves data whether the property of the **Insured** or not

**Indemnity Period** – The period beginning with the occurrence of the **Damage** and ending not later than the **Maximum Indemnity Period** as stated in the Schedule afterwards, during which the results of the **Business** shall be affected in consequence of the **Damage**

**Injury** – Bodily injury, sickness, disability or disease. **Injury** shall also mean recognised psychiatric injury or death if directly resulting from bodily injury, sickness, disability or disease.

**Insured** – The person, persons or company named in the Schedule including subsidiary companies notified to and agreed as accepted by the **Insurer**

**Insured Perils** – Those Insurable Perils which are operative as stated in the Schedule, subject always to the terms, Conditions and Exclusions applying to the Insurable Peril and of Section 1 and the Policy

**Insurer** – Accelerant Insurance Europe SA

**Landlord's Contents** – The contents of the **Buildings** used in connection with the **Business** belonging to the **Insured** or for which the **Insured** is legally responsible to insure, including furniture, carpets, furnishings and all other property belonging to the **Insured** or for which the **Insured** is responsible, whilst contained in the common parts of the **Buildings** or parts of the **Buildings** under the direct control of the **Insured**, including

- a) **Landlord's Contents** in the open, subject to a maximum of €500 for any one loss
- b) Paintings, prints and works of art, subject to a maximum of €500 per item for any one loss
- c) **Money** and **Non-Negotiable Money**, subject to a maximum of €500 for any one loss

but excluding any property more specifically insured and excluding

- a) **Computers** and **Computer Records**
- b) Stock and materials in trade
- c) property belonging to any **Tenant** for which the **Insured** is not responsible
- d) credit cards, securities of any description, jewellery, curiosities or rare books
- e) mobile devices where the sole or primary function of the item is to make send and receive telephone calls and SMS messages

**Landlord's Fixtures and Fittings** –

- a) built-in furniture and built-in domestic appliances
- b) fixed pipes, tanks, fires, central heating equipment, boilers or storage heaters

**Legal Costs** – All costs, expenses, fees and disbursements reasonably incurred with the prior written consent of the **Insurer** in addition to claimant's costs and expenses for which the **Insured** is legally liable.

**Maximum Indemnity Period** – The number of Months stated in the Schedule as applying to the **Indemnity Period**

**Money** – Cash, bank currency notes, uncrossed cheques, uncrossed postal orders and money orders, unused postage stamps, National Insurance stamps, trading stamps, luncheon vouchers, lottery and other prize scratch cards, utility vouchers, top up cards, mobile phone vouchers and International Phone Cards held in connection with the **Business** belonging to the **Insured** or for which the **Insured** is legally liable

**Non-Negotiable Money** – Crossed cheques, crossed girocheques, crossed bankers' drafts, crossed giro drafts, crossed postal and crossed money orders, national savings certificates, premium bonds, unexpired units in franking machines, stamped national insurance cards, credit card sales vouchers, debit card sales vouchers and VAT purchase invoices held in connection with the **Business** belonging to the **Insured** or for which the **Insured** is legally liable

## DEFINITIONS CONTINUED

### Offshore Installation –

- a) Any installation in the sea or tidal waters which is intended for underwater exploitation of mineral resources or exploration with a view to such exploitation
- b) any installation in the sea or tidal waters which is intended for the storage or recovery of gas or generation of electricity
- c) any pipe or system of pipes in the sea or tidal waters
- d) any accommodation installation for persons who work on or from the locations specified above

**Phishing** – any access or attempted access to data or information made by means of misrepresentation or deception

### Pollution or Contamination –

- a) All Pollution or Contamination of buildings or other structures or of water or land or the atmosphere and
- b) all **Injury**, loss or damage directly or indirectly caused by such Pollution or Contamination

but only to the extent that the **Insured** can show:

- i. the **Pollution or Contamination** was a direct result of a sudden, specific and identifiable event occurring within the **Territorial Limits**;
- ii. the **Pollution or Contamination** became known to the **Insured** within 72 hours of its commencement and is notified in accordance with the policy's notification provisions;
- iii. was not the direct result of the **Insured** failing to take reasonable precautions to prevent such **Pollution or Contamination**.

All **Pollution or Contamination** which arises out of one incident shall be deemed to have occurred at the time such incident takes place

**Premises** – The **Buildings** and the land inside the boundaries at the risk address stated in the Schedule

**Principal** – Any person, firm, company, ministry or authority for whom the **Insured** is undertaking work

**Products Supplied** – Any goods or other property which has left the **Insured's** care, custody or control, including containers, packaging, labelling and instructions for use, sold, supplied, delivered, erected, repaired, serviced, altered, treated, installed, processed, manufactured or tested by the **Insured** for the purposes, and in the exclusive course, of the **Business**

### Property –

- a) **Buildings, Landlord's Contents** and in respect of Section 1 of the Policy such other items to which cover is expressly extended in Section 1 of the Policy or Schedule
- b) in respect of Section 3 of the Policy, land and/or **Buildings** owned or occupied by the **Insured** or otherwise for which the **Insured** is legally responsible

The **Insurer** agrees to accept the classification under which any **Property** has been entered in the books of the **Insured**

### Property in the Open

Property of the **Insured** or for which the **Insured** is legally responsible to insure in the open within the boundaries of the **Premises**, including canopies, marquees, outdoor furniture and outdoor heating, but excluding satellite dishes and signs attached to or detached from the fabric of the **Buildings** and excluding Playing surfaces, artificial surfaces and floodlights.

**Rent Receivable** – The money paid or payable to the **Insured** by **Tenants** for accommodation and services provided in the course of the **Business** at the **Premises**

**Signs** – Signs fixed to the fabric of the **Buildings** or fixed to the ground within the boundaries of the **Premises** belonging to the **Insured** or for which the **Insured** is legally responsible to insure

**Solicitors' Fees** – Solicitors' Fees reasonably incurred with the **Insurer's** prior written consent for the representation of the **Insured** at any Coroner's Inquest or Fatal Accident Inquiry or at proceedings in any court of summary jurisdiction in respect of any occurrence which may be the subject of indemnity under Sections 3 and 4 of this Policy



## DEFINITIONS CONTINUED

**Standard Rent Receivable** – The **Rent Receivable** during the period immediately before the date of the **Damage** which corresponds with the **Indemnity Period**

**System Failure** – The malfunction or non-function of any mechanical and/or electronic system or loss of control caused by

- a) the response of a Computer to any date or date change; or
- b) the failure of a Computer to respond to any date or date change; or
- c) the loss of or denial of access to any of the Insured's or third party data; or
- d) any loss of or damage to or change or corruption in data or software on a Computer or Computer system; or
- e) any Computer virus, hacking into, degradation of, breach of security in or denial of access to a Computer or Computer system or website

Computer includes computer hardware, computer software, microchip, microprocessor, any electronic equipment and any device which gives, processes, receives or stores electronic instructions or information

**Tenant(s)** – The tenant or lessee(s) of any **Building**

**Territorial Limits** – Republic of Ireland

**Terrorism** – an activity that:

- a) involves a violent act or the unlawful use of force or an unlawful act dangerous to human life, tangible or intangible property or infrastructure, or a threat thereof and
- b) appears to be intended to:
  - i. intimidate or coerce a civilian population or
  - ii. disrupt any segment of the economy of a government de jure or de facto of a state or country or
  - iii. overthrow, influence or affect the conduct or policy of any government de jure or de facto by intimidation or coercion or
  - iv. affect the conduct of a government de jure or de facto by mass destruction, assassination, kidnapping or hostage taking

**Unoccupied** – Any **Building** or part of any **Building** which is empty or not in use by the **Insured** or any **Tenants** of the **Insured** for more than 30 consecutive days

**Virus or Similar Mechanism** – Program, code, programming instruction or any set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programs, data files or operations whether involving self-replication or not, including but not limited to trojan horses, worms and logic bombs

# GENERAL CONDITIONS

Applicable to all parts of this Policy

## 1) Fraud Condition

If the **Insured** makes a **Fraudulent Claim** under this Policy, the **Insurer**:

- i) is not liable to pay the claim or any part of it; and
- ii) may recover from the **Insured** any sums paid by the **Insurer** to the **Insured** in respect of the claim or any part of it; and
- iii) may by notice to the **Insured**, treat the contract as having been terminated with effect from the time of the fraudulent act.

If the **Insurer** exercises its right under clause (iii) above:

- i) the **Insurer** shall not be liable to the **Insured** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to the **Insurer's** liability under the insurance contract (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and,
- ii) the **Insurer** need not return any of the premiums paid.

## 2) Reasonable Care Condition

The **Insured** shall

- a) take all reasonable precautions to prevent or diminish loss, destruction, damage or injury
- b) take all reasonable steps to comply with statutory requirements, obligations and regulations imposed by any authority
- c) exercise care in the selection and supervision of **Employees**
- d) maintain all **Buildings**, ways, works, machinery and plant in sound condition and keep the same in good repair

As soon as possible after discovery of any defect or danger the **Insured** shall cause such defect or danger to be made good or remedied and in the meantime shall cause such additional precautions to be taken as the circumstances may require

## 3) Alteration Condition

This Policy shall cease to be in force from the date of the alteration if

- a) any alteration is made either in the **Business** or at the **Premises** or to any **Property** insured after the commencement of the insurance, or if there is any alteration to the facts or matters set out in the Statement of Fact or otherwise comprising the risk presentation made by the **Insured** to the **Insurer** at inception, renewal or variation of the Policy, that increases the risk of loss, destruction, damage or injury or
- b) the **Insured's** interest ceases except by will or operation of law or
- c) the **Business** is wound up or carried on by a liquidator or receiver or permanently discontinued or
- d) the **Premises** become **Unoccupied**

unless the **Insurer** has agreed in writing to accept such alteration.

## 4) Payment of Premium Condition

It is a condition precedent to the **Insurer's** liability that

- a. the premium for the Policy or any endorsement attaching to the Policy shall be paid when due
- b. if the premium for the Policy or endorsement is payable by instalments then
  - i. each instalment shall be paid when due or
  - ii. where a notice has been issued requiring the outstanding amount must be paid by a specific date, then such payment is made by that date

## GENERAL CONDITIONS CONTINUED

### 5) Cancellation Condition

#### a) Cancellation by the **Insured**

##### i. Cooling off cancellation rights

The **Insured** has the right to cancel the insurance from inception within 14 days of the receipt of the documents at the start of the insurance (“the cooling off period”) if the cover does not meet their requirements by returning all documents and any certificate to the Broker, Intermediary or Agent who arranged the Policy

The **Insurer** shall return any premium paid in full within 30 days of the receipt of the notice of cancellation from the Broker, Intermediary or Agent if the cover is cancelled either

- a. before the inception date or
- b. within the 14-day cooling off period provided that no claim has been made or incident advised that could give rise to a claim (in those circumstances no return of premium will be made)

##### ii. Cancelling the Policy after the cooling off period

The **Insured** may cancel the insurance at any other time by contacting the Broker, Intermediary or Agent who arranged the Policy

On receipt of the notification from the Broker, Intermediary or Agent, the **Insurer** will cancel the Policy and provide a proportionate return of the premium (less any admin fee charged) in respect of the unexpired period of insurance, provided that no claim has been made or incident advised that could give rise to a claim (in those circumstances no return of premium will be made)

#### b) Cancellation by the **Insurer**

##### i. Non-payment of Premium

If the **Insurer** has not received the premium in accordance with the terms of Condition 4) Payment of Premium, the **Insurer** will cancel the Policy by giving 7 days’ notice in writing by letter to the **Insured** at the **Insured’s** last known address or to their Broker, Intermediary or Agent

The insurance will end immediately the 7 days’ notice runs out

If the **Insured** has just incepted the Policy or renewed the Policy with the **Insurer** and the premium is unpaid then the **Insurer** will cancel the insurance from the inception or renewal date

##### ii. Cancellation for any other reason

The **Insurer** may cancel the Policy or any section or endorsement by giving 14 days’ notice in writing by letter to the **Insured** at the **Insured’s** last known address or to their Broker, Intermediary or Agent

The **Insurer** does not have to give a reason for the cancellation although potential reasons for doing so may include but are not limited to the following

- the **Insured** has not provided to the Broker, Intermediary or Agent the information or documents the **Insurer** has requested as part of the terms and conditions in providing the insurance
- the **Insured** has not met the terms and Conditions contained in this document of insurance including those shown on their schedule
- where the **Insured** does not comply with any of the different Policy terms and Conditions imposed by the **Insurer** as a result of the identification of misrepresentation as detailed in Honest and Reasonable Presentation
- where an alteration is made to the **Business** the **Premises** or the **Property** or where the **Insured’s** interest ceases unless agreed by the **Insurer** as detailed in General Condition 3) Alteration
- where the survey arranged by the **Insurer** has identified additional risks which were not evident to the **Insurer** prior to the survey, or where the **Insured** has not complied with the **Insurer’s** acceptance criteria nor with the timely completion of any risk improvements as detailed in General Condition **Error! Reference source not found.** Subject to Survey
- the **Insured** has behaved in a manner that makes it inappropriate for the **Insurer** to continue the insurance, e.g. the **Insured** harassing or showing abusive or threatening behaviour towards the **Insurer’s** staff or the **Insurer’s** appointed representatives

## GENERAL CONDITIONS CONTINUED

The insurance will end immediately the 14 days' notice runs out

If the **Insured** has just incepted the Policy or renewed the Policy with the **Insurer** and the premium is unpaid, then the **Insurer** will cancel the insurance from the inception or renewal date

The **Insurer** will provide a proportionate return of premium (less any admin fee charged) in respect of the unexpired period of insurance of the Policy or Section other than in circumstances listed below

- a) where the **Insurer** identifies fraud as detailed in General Condition 1) Fraud
- b) where a claim has been made or incident advised that could give rise to a claim

in these circumstances no premium shall be returned by the **Insurer**

### 6) Choice of Law Condition

Both parties to this contract have a choice as to which law should be applied. In the absence of written agreement to the contrary English law applies to this contract

The parties agree to submit to the exclusive jurisdiction of the English courts

### 7) Observance of Terms Condition

It is a condition precedent to the **Insurer's** liability that the **Insured** shall observe the terms of the Policy so far as they relate to anything to be done or complied with

### 8) Legal Representatives Condition

In the event of the death of the **Insured**, the **Insurer** will indemnify the **Insured's** legal personal representatives in respect of liability at law previously incurred by the **Insured**, provided they observe, fulfil and be subject to the terms, Conditions and limitations of the Policy to the extent that they can apply

### 9) Subject to Survey Condition

If any insurance by the Policy either at inception or subsequent renewal has been granted subject to the completion of a survey of the **Premises**, or if following notification of a claim or an alteration to the **Business** or the **Premises** or to any **Property** under the Policy the **Insurer** requires a survey

- a) then pending completion of such survey, the terms, Conditions, Exclusions and limits as specified in the Policy and Schedule shall apply
- b) if following completion of the survey and in the opinion of the **Insurer** this has identified additional risks which were not evident to the **Insurer** prior to the survey, then the **Insurer** reserves the right to alter or amend the terms and Conditions of the Policy or to suspend or withdraw cover immediately
- c) the continuation of cover after the survey by the **Insurer** shall be subject to the **Insured** complying with the **Insurer's** acceptance criteria and the completion of any risk improvements required within the time frame agreed with the **Insurer**, otherwise the **Insurer** may at its option invoke the Cancellation Condition

### 10) Third Party Rights Condition

A person or company who is not a party to the Policy has no right under the Contracts (Rights of Third Parties) Act 1999 or any similar legislation to enforce any clause or term of the Policy, but this does not affect any right or remedy of a third party which exists or is available apart from that Act

The **Insured** shall not assign or transfer their rights under the Policy without the written agreement of the **Insurer**

### 11) Limit of Indemnity Condition

All the Sums Insured, Limits of Indemnity and any other restrictions on the amount of the **Insurer's** liability stated in the Policy shall apply as maximum limits to the **Insurer's** liability irrespective of the number of persons entitled to indemnity under the Policy

For the purposes of the Sums Insured, Limits of Indemnity and any other restrictions on the amount of the **Insurer's** liability, the **Insured** and all other persons entitled to be indemnified under the Policy shall be treated as one party or legal entity so that there shall be only a single contract of insurance between the **Insurer** as one party and the **Insured** and all other persons entitled to be indemnified as the other party

## GENERAL CONDITIONS CONTINUED

### 12) Unoccupied Buildings Condition

It is a condition precedent to the **Insurer's** liability that when any **Building** or portion thereof becomes **Unoccupied**

- a) the **Insured** must give immediate notice in writing to the **Insurer** of such unoccupancy and when any **Building** or portion thereof becomes re-occupied
- b) the **Insured** or their authorised representative will
  - i. ensure all the main services are turned off or disconnected (except the electricity supply to maintain any fire or intruder alarm system) or
  - ii. as an alternative to b) i. above, leave the main services turned on to keep the central heating system working at a minimum temperature of 5°C during the period 1st October to 1st April each year, always provided that outside this period condition i. will apply
  - iii. carry out a thorough inspection of the **Premises** on at least a weekly basis and carry out immediately any work necessary to maintain the security of the **Premises**
  - iv. remove all refuse and waste materials from the **Premises** following such inspection
  - v. maintain a written record of such inspections
  - vi. ensure the **Premises** are secured against unlawful entry

Special Provision

where the **Insured** or their authorised representative comply with paragraph b) ii. of this Condition during the period from 1st October to 1st April each year, the **Insurer** will not apply exclusion b) of **Insured Peril 11) Escape of Water and Insured Peril 12) Accidental escape of water from any automatic sprinkler installations** (where shown as operative in the Schedule)

### 13) Insured's Contribution Condition

Where stated in the Schedule or in the Policy, the **Insured** shall be responsible for paying an **Excess** in relation to each claim made by the **Insured** under this Policy

### 14) Gas and Electrical Safety Condition

It is a condition precedent to the **Insurer's** liability that the **Insured** must ensure that

- a) a Registered Gas Installer Engineer
  - i) annually inspects and services all gas appliances (including portable heating appliances), fittings and flues, and
  - ii) undertakes all necessary work following the inspection and servicing
- b) a competent person authorised to undertake building regulations (electrical safety) inspections, in accordance with the Periodic Inspection and Testing of Electrical Installations required by the 2007 Safety Health and Welfare at Work (General Application) Regulations (or as subsequently amended)
  - i) inspects and services all electrical equipment and appliances (including portable heating appliances) prior to their initial use and at least once every two years following the initial inspection and service
  - ii) inspects the electrical system at least once every two years to ensure safety and compliance with current electrical regulations

# GENERAL EXCLUSIONS

This Policy does not cover

## 1) War, Government Action, Radioactive Contamination and Sonic Bangs Exclusion

Damage to any property whatsoever or any loss or expense whatsoever, resulting or arising therefrom or any **Consequential Loss** or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from

- a) war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power
- b) nationalisation, confiscation, requisition, seizure or destruction by the government or any public authority
- c) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- d) the radioactive, toxic, explosive or other hazardous properties of any radioactive matter or of any explosive nuclear assembly or nuclear component thereof
- e) pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds

## 2) Terrorism and Civil Commotion Exclusion

**Damage** to any **Property** whatsoever or any loss or expense whatsoever resulting or arising therefrom, or any **Consequential Loss** directly or indirectly caused by or contributed to by or arising from

- a) **Terrorism**
- b) civil commotion in Northern Ireland

In any action, suit or other proceedings where the **Insurer** alleges that by reason of this Exclusion as far as it relates to **Terrorism** any **Damage** or resulting loss or expense or **Consequential Loss** is not covered by the Policy, the burden of proving that such **Damage**, loss, expense or **Consequential Loss** is covered shall be upon the **Insured**

## 3) Date Recognition Exclusion

Damage or **Consequential Loss** of whatsoever nature or liability for damages attaching to the **Insured** or any associated costs relating thereto, arising directly or indirectly from or consisting of the failure or inability of any

- a) computer, data processing equipment, microchip, integrated circuit or any similar device or any computer software or computer firmware
- b) media or systems used in connection with any of the above

whether the property of the **Insured** or not

- i. to correctly recognise any date as its true calendar date
- ii. to capture, save or retain and/or correctly to manipulate, interpret or process any data, information, command or instruction as a result of treating any date otherwise than as its true calendar date

but

- a) in respect of Section 1 and Section 2, this shall not exclude subsequent **Damage** not otherwise excluded which itself results from the **Insured Perils**
- b) this exclusion shall not apply to Section 4

## 4) Marine Policies Exclusion

Damage to **Property** which at the time of the happening of the **Damage** is insured by or would but for the existence of this Policy be insured by any marine policy or policies, except in respect of any excess beyond the amount which would have been payable under the marine policy or policies had this Policy not been effected

## GENERAL EXCLUSIONS CONTINUED

### 5) Computer Virus and Cyber Liabilities Exclusion

**Injury**, loss or **Damage** directly or indirectly caused by, resulting from or in connection with

- a) the alteration, modification, distortion, corruption of or damage to any computer, other equipment, component, system or item which processes, stores, transmits or receives data or any part thereof, whether tangible or intangible (including but without limitation any information or programs or software) or
- b) any alteration, modification, distortion, erasure or corruption of data processed by any such computer, other equipment, component, system or item

whether the property of the **Insured** or not, where such loss is directly or indirectly caused by, contributed to by, arising from, occasioned by or resulting from actual or threat of **Virus or Similar Mechanism or Hacking or Phishing or Denial of Service Attack**

- c) cyber liabilities associated with or caused by an electronic **System Failure** if a **System Failure** forms an identifiable element in the chain of events from which the liability arises, whether or not it is the proximate cause of the liability

### 6) Illegal Deliberate and Criminal Activities Exclusion

Damage or **Consequential Loss** of whatsoever nature or liability for damages attaching to the **Insured** or any associated costs relating thereto arising directly or indirectly from

- a) damage or liability caused as a result of the **Premises** being used for illegal activities
- b) deliberate or criminal acts  
by the **Insured** the **Insured's** family or **Employee(s)**

### 7) Sanctions Exclusion

The **Insurer** shall not be deemed to provide cover and shall not be liable to pay any claim or provide any benefit hereunder, to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the **Insurer** to any sanction, prohibition or restriction under the United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

### 8) Fungus, Moulds and Spores Exclusion

Cover under this Policy excludes any **Injury**, loss or **Damage** caused by or attributable to:

- a) any Fungus(i), Mould(s), mildew or yeast or
- b) any Spore(s) or toxins created or produced by or emanating from such Fungus(i), Mould(s), mildew or yeast or
- c) any substance, vapour, gas or other emission or organic or inorganic substance produced by or arising out of any Fungus(i), Mould(s), mildew or yeast or
- d) any material, product, building component, building structure or any concentration of moisture, water or other liquid within such material, product, building component or building structure that contains, harbours, nurtures or acts as a medium for any Fungus(i), Mould(s), mildew, yeast or Spore(s) or toxins emanating therefrom

regardless of any other cause, event, material, product and/or building component that contributed concurrently or in any sequence to that claim, loss, suit, **Injury**, **Damage**, Costs and Expenses.

For the purpose of this Exclusion the following Definitions are added:

Fungus(i) includes but is not limited to any plants or organisms belonging to the major group Fungi lacking chlorophyll, and including moulds, rusts, mildews and mushrooms.

Mould(s) includes but is not limited to any superficial growth produced on damp or decaying organic matter or on living organisms and Fungi that produced moulds.

Spore(s) means any dormant or reproductive body produced by or arising or emanating out of any Fungus(i), Mould(s), mildew, plants, organisms or micro-organisms.

## GENERAL EXCLUSIONS CONTINUED

### 9) Electronic Data Exclusion

- (a) The insurance by this Policy does not cover loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data from any cause whatsoever (including but not limited to Computer Virus) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

Electronic Data means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

Computer Virus means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. Computer Virus includes but is not limited to "trojan horses", "worms" and "time or logic bombs".

- (b) However, in the event that a Peril listed below results from any matters described in paragraph (a) above, this insurance, subject to all its terms, Conditions and Exclusions, will cover physical **Damage** occurring during the Policy Period of Insurance to the **Property** insured by this Policy directly caused by such listed Peril.

Listed Perils: Fire, Explosion

#### Electronic Data Processing Media Valuation

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

### 10) Biological, Chemical, Radiological and Nuclear Materials Exclusion

Cover under this Policy excludes any **Injury**, loss or **Damage** or costs or expenses of whatsoever nature directly or indirectly caused by, resulting from or in connection with the actual or threatened malicious use of, or pollution or contamination arising from, pathogenic or poisonous biological, chemical, radiological or nuclear materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

### 11) Asbestos Exclusion

**Damage** or **Consequential Loss** of whatsoever nature or liability of whatsoever nature arising from or caused by any work involving the manufacture, mining, processing, use, installation, storage, removal, stripping out, demolition, disposal, distribution, inspection or testing of or exposure to asbestos, asbestos fibres, asbestos dust or asbestos-containing materials.

### 12) Indirect Loss Exclusion

**Damage** or **Consequential Loss** of whatsoever nature or liability for any loss or damage that is not directly associated with the incident that caused the **Insured** to claim.

### 13) Existing Damage Exclusion

**Damage** or **Consequential Loss** of whatsoever nature or liability for any loss or damage occurring before or arising from an event before the beginning of the Period of Insurance.

### 14) Loss of Value Exclusion

**Damage** or **Consequential Loss** of whatsoever nature for any reduction in value of the **Property** insured following repair or replacement paid for under this Policy.



## GENERAL EXCLUSIONS CONTINUED

### 15) Virus, Disease and Pandemic Exclusion

Notwithstanding any provision to the contrary within this Policy, within any endorsement to this Policy or within any extension to this Policy, this Policy and its endorsements (if any) and its extensions (if any) exclude any loss, damage, liability, claim, cost or expense (whether such loss, damage, liability, claim, cost or expense has been suffered by an insured or a third party) of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, in connection with, or otherwise in any way directly or indirectly attributable to:

- a) Coronaviruses; and
  - b) Coronavirus disease (COVID-19); and
  - c) Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2); and
  - d) any mutation of or variation of a), b) or c) above; and
  - e) any infectious disease that is designated or treated as a pandemic by the World Health Organisation;
  - f) any fear or anticipation of a), b), c), d) or e) above,
  - g) Government Regulation, advice or restriction(s) as a result of the aforesaid matters
- regardless of any other cause or event contributing concurrently or in any other sequence thereto.

### 16) Bullying or Harassment Exclusion

The **Insurer** will not indemnify the **Insured** in respect of legal liability for claims arising from bullying or harassment unless the condition complained of is accompanied by and arises directly from actual physical bodily injury

## SECTION 1 – MATERIAL DAMAGE

In the event of **Damage** to **Property** insured at the **Premises** from an **Insured Peril** during the Period of Insurance the **Insurer** will indemnify the **Insured** for the loss or amount of **Damage** or at its option replace or reinstate such **Property** in accordance with the provisions of the Policy and provided that during the Period of Insurance the liability of the **Insurer** under this Section shall not exceed the lesser of

- a) in respect of any item its Sum Insured or Limit stated in the Policy or the Schedule at the time of the **Damage**
- b) the Sum Insured or Limit remaining after deduction for any other **Damage** in the same Period of Insurance unless the **Insurer** has agreed to reinstate any such Sum Insured or Limit

### Insurable Perils

The following are the Insurable Perils operative as **Insured Perils** if stated in the Schedule

#### 1) Fire

Excluding damage caused by

- a) its own spontaneous combustion or heating or its undergoing any heating process or any process involving the application of heat
- b) explosion resulting from fire

#### 2) Lightning

#### 3) Explosion

Excluding damage caused by the bursting by steam pressure of a boiler, economiser or other vessel, machine or apparatus in which internal pressure is due to steam only, belonging to or under the control of the **Insured**

However, this exclusion does not apply to **Damage** caused by the explosion of any boiler or gas used only for domestic purposes

#### 4) Aircraft or other aerial devices or articles dropped from them

#### 5) Earthquake and subterranean fire

#### 6) Riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances or malicious persons

Excluding damage

- a) arising from cessation of work or due to confiscation, nationalisation, seizure, requisition or destruction by order of the government or any public authority
- b) by Theft or attempted Theft
- c) caused by malicious persons whilst any **Building is Unoccupied**
- d) caused by a **Tenant** or their family occupying the **Building** or portion of any **Building** for residential purposes

#### 7) Theft or attempted Theft involving entry to or exit from the **Buildings** at the **Premises** by forcible and violent means or actual or threatened hold up assault or violence

Excluding

- a) loss from any structure which is incapable of being locked
- b) damage
  - i. in respect of **Property in the Open**
  - ii. whilst any **Building is Unoccupied**
  - iii. expedited or in any way brought about by the **Insured** or any partner, director or **Employee** of the **Insured**
  - iv. caused by a **Tenant** or their family occupying the **Building** or portion of any **Building** for residential purposes

## SECTION 1 – MATERIAL DAMAGE CONTINUED

### 8) Storm

Excluding damage

- a) caused by frost, Subsidence, ground heave or landslip
- b) attributable solely to change in the water table level
- c) to fences gates and **Property in the Open** or in open fronted or open sided **Buildings**
- d) whilst any **Building** is **Unoccupied**
- e) by **Flood** whether resulting from Storm or otherwise

### 9) Flood

Excluding damage

- a) caused by frost, Subsidence, ground heave or landslip
- b) attributable solely to a change in the water table level
- c) to fences, gates, Playing surfaces, artificial surfaces and floodlights and moveable **Property in the Open** or in open fronted or open sided **Buildings**

### 10) Impact by

- a) any road vehicles or animals
- b) falling trees or boughs
- c) breakage or collapse of aerials or satellite dishes

Excluding damage by lopping, pruning or felling of trees

### 11) Escape of Water from any tank, apparatus or pipe or escape of oil from any fixed oil-fired heating installation

Excluding damage

- a) by water discharged or leaking from any automatic sprinkler installation
- b) whilst any **Building** is **Unoccupied**
- c) caused by Subsidence, ground heave or landslip
- d) for Subsidence, ground heave or landslip caused by the escape of water

### 12) Accidental Escape of Water from any automatic sprinkler installation

Excluding damage occasioned by or attributable to

- a) heat caused by fire
- b) any **Building** being **Unoccupied**
- c) repairs, alterations or extensions to the **Buildings** and/or sprinkler installations

### 13) Accidental damage

Excluding damage

- a) caused by any other Insurable Peril
- b) to a **Building** or structure caused by its own collapse or cracking
- c) to **Property** insured caused by **Pollution or Contamination** other than **Damage** caused by **Pollution or Contamination** which itself results from fire or explosion
- d) to **Property** resulting from it undergoing any process of production, packing, treatment, testing, commissioning, servicing, adjustment or repair

## SECTION 1 – MATERIAL DAMAGE CONTINUED

- e) to **Property** insured caused by or consisting of
  - i. inherent vice, latent defect, gradual deterioration, wear and tear, erosion, corrosion, frost or change in the water table level
  - ii. its own faulty or defective design or materials
  - iii. faulty or defective workmanship, operational error or omissionbut this shall not exclude subsequent **Damage** which results from a cause not otherwise excluded
- f) caused by
  - i. rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching
  - ii. any gradually operating cause
  - iii. scratching, tearing or fouling by pets or domesticated animals
  - iv. vermin or insects
  - v. change in temperature, colour, flavour, texture or finish
  - vi. 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
  - vii. mechanical or electrical breakdown or derangement in respect of the particular machines, apparatus or equipment in which the breakdown or derangement originatesbut this shall not exclude subsequent **Damage** which itself results from a cause not otherwise excluded
- g) caused by disappearance, unexplained or inventory shortage, misfiling or misplacing of information
- h) caused by acts of fraud or dishonesty
- i) occasioned by delay, embargo, nationalisation, confiscation, requisition, seizure or destruction by the government or any public authority
- j) caused by electrical or magnetic disturbance or erasure of electronic records

### 14) Subsidence ground heave or landslip

Excluding damage

- a) to outbuildings, yards, pipes, cables, wires, ducting, car parks, roads, pavements, walls, gates, fences, swimming pools, tennis courts, tanks and children's play areas, unless the structure of the main building or buildings at the risk address stated in the Schedule is also affected at the same time by the same cause
- b) to solid floor slabs or damage resulting from their movement, unless the foundations beneath the outside walls of the main building or buildings at the risk address stated in the Schedule are also affected at the same time by the same cause
- c) arising from the settlement or movement of made-up ground or by coastal or river erosion
- d) occurring as a result of the construction, demolition, structural alteration or structural repair of any property at the **Premises**
- e) arising from normal settlement or bedding down of new structures
- f) which originated prior to the granting of this cover
- g) caused by faulty or defective workmanship, materials or design
- h) caused by Fire, subterranean fire, Explosion, Earthquake
- i) recoverable under any warranty or guarantee including Homebond guarantee

## SECTION 1 – MATERIAL DAMAGE CONTINUED

### ADDITIONAL COVERS

All terms, Exclusions and Conditions of Section 1 apply to these Additional Covers in addition to those shown below as applying to each of the Additional Covers

### GLASS BLINDS AND SIGNS

The **Insurer** will indemnify the **Insured** in respect of **Damage** to fixed glass for which the **Insured** is responsible at the **Premises** occurring during the Period of Insurance

Following **Damage** to fixed glass at the **Premises** the **Insurer** will also indemnify the **Insured** in respect of

- a) the cost of reinstating **Intruder Alarm Systems** damaged as a result of glass breakage
- b) any boarding up costs incurred
- c) **Damage** to framework and **Landlord's Contents** caused by the impact of falling glass

The liability of the **Insurer** under c) shall be restricted to €2,500 for any one loss

The **Insurer** will also indemnify the **Insured** for **Damage** at the **Premises** to

- a) neon and illuminated signs and electric light fitments
- b) external blinds and signs
- c) sanitaryware (fixed baths, wash basins, pedestals, bidets, shower trays, sinks, lavatory pans and cisterns) where such **Damage** renders such article completely unserviceable
- d) lettering or other ornamental work and alarm foil on fixed glass

The liability of the **Insurer** under a), b), c) and d) shall be restricted to €2,500 for any one loss

### Exclusions

The **Insurer** shall not be liable for damage

- a) to glass
  - i. caused by repairs or alterations to the **Premises**
  - ii. caused by alteration, installation or removal
  - iii. in any **Building** which is **Unoccupied**
- b) to neon and illuminated signs and electric light fitments
  - i. caused by or traceable to wear and tear or gradual deterioration, mechanical or electrical breakdown or removal from the fixed position other than by Theft or attempted Theft
  - ii. or their bulbs or tubes unless consequent upon **Damage** to signs or fitments
- c) caused by or arising from
  - i. superficial **Damage**, scratching or cracking which does not result in the complete breakage of the glass
  - ii. inherent or latent defect or its own faulty or defective design or materials
  - iii. gradual deterioration or gradually operating cause, wear and tear, change in colour or finish
  - iv. changes in temperature or atmospheric or climatic conditions
  - v. defects in frames, framework or any fitting

## SECTION 1 – MATERIAL DAMAGE CONTINUED

### MALICIOUS DAMAGE BY RESIDENTIAL TENANTS

The **Insurer** will indemnify the **Insured** against **Damage** caused by the malicious actions of a **Tenant** or their family occupying the **Building** or portion of any **Building** for residential purposes

The liability of the **Insurer** under this Additional Cover shall be restricted to the Sums Insured stated in the Schedule for any one loss

### Exclusions

The **Insurer** shall not be liable for

- a) the first €250 of each and every claim or loss under this Additional Cover
- b) **Damage** by Theft or attempted Theft caused by a **Tenant** or their family occupying the **Building** or portion of any **Building** for residential purposes

### Conditions

It is a condition precedent to the **Insurer's** liability under this Additional Cover that

- a) the **Insured** or authorised persons acting on their behalf or their managing agents shall in each instance obtain and retain written and verified references for all residential **Tenants** or prospective residential **Tenants**
- b) the **Insured** must produce such written references if so requested by the **Insurer** in the event of a claim under this Additional Cover

## SECTION 1 – MATERIAL DAMAGE CONTINUED

### Extensions to Section 1

All terms, Exclusions and Conditions of the **Insured Perils** under Section 1 apply to these Extensions in addition to those shown below as applying to each Extension

#### 1) Underground Services Extension

The **Insurer** will indemnify the **Insured** for **Damage** from the **Insured Perils** to underground water pipes, gas pipes, electricity and telephone cables extending from the **Premises** to the public mains, but only to the extent of the **Insured's** responsibility

#### 2) Theft of Keys and Lock Replacement Extension

The **Insurer** will indemnify the **Insured** for the cost of replacing locks and keys to the **Buildings**, subject to an aggregate maximum of €5,000 in any one Period of Insurance, provided that

- a) the original keys were forcibly stolen from the **Buildings** or the private residence of the **Insured** or any authorised **Employee**
- b) **Damage** by Theft is not excluded in its entirety

#### 3) Landscaped Gardens Extension

The **Insurer** will indemnify the **Insured** for costs and expenses incurred by the **Insured** with the prior consent of the **Insurer** in making good **Damage** to landscaped gardens and grounds caused by Fire Brigade equipment and personnel in the course of combating or reducing **Damage** from the **Insured Perils** at the **Premises**, subject to an aggregate maximum of €25,000 in any one Period of Insurance

#### 4) Loss of Metered Supplies Extension

The **Insurer** will indemnify the **Insured** for the cost of metered electricity, gas, oil and water consumed as a direct result of **Damage** from the **Insured Perils** to any tank, apparatus, pipe or cable not being automatic sprinkler installations at the **Premises**, calculated at the rate applying at the time of the **Damage**, subject to an aggregate maximum of €25,000 in any one Period of Insurance

#### 5) Trace and Access Extension

The **Insurer** will indemnify the **Insured** for the costs incurred in locating the source of an escape of water or fuel from any tank, apparatus or pipe on the **Premises** and subsequent making good of **Damage** caused as a consequence of locating such source, subject to a maximum of €5,000 for any one loss and an aggregate maximum of €25,000 in any one Period of Insurance

#### 6) Clearing of Drains Extension

The **Insurer** will indemnify the **Insured** for the costs and expenses incurred in cleaning, clearing or repairing drains, gutters or sewers at the **Premises** as a consequence of **Damage** from the **Insured Perils**, but only to the extent of the **Insured's** responsibility, subject to a maximum of €5,000 for any one loss

#### 7) Fire Extinguishment Expenses Extension

The **Insurer** will indemnify the **Insured** for costs incurred with the consent of the **Insurer** in refilling fire extinguishment appliances, replacing used sprinkler heads and refilling sprinkler tanks in the event of **Damage** to insured **Property** caused by Fire, subject to a maximum of €10,000 for any one loss

#### 8) Gardening Equipment Extension

The **Insurer** will indemnify the **Insured** for **Damage** from the **Insured Perils** to gardening equipment owned by the **Insured** at the **Premises**, subject to

- a) maximum of €1,000 for any one loss
- b) **Insured Perils** Storm and **Flood** being inoperative whilst gardening equipment is in the open
- c) **Insured Peril** Theft or attempted Theft being inoperative unless the gardening equipment is stored within a locked building or outbuilding at the **Premises**

## SECTION 1 – MATERIAL DAMAGE CONTINUED

### 9) Unauthorised Use of Supplies Extension

The **Insurer** will indemnify the **Insured** for the cost of water, gas, electricity or other metered supply charges incurred by the **Insured** and for which the **Insured** is legally responsible, up to an aggregate maximum of €25,000 in any one Period of Insurance, due to unauthorised use by persons taking possession of or occupying any **Building** without the written consent of the **Insured**, provided that

- a) the **Insured** shall take all practicable steps to terminate such unauthorised use as soon as it is discovered
- b) General Condition 12 (Unoccupied Buildings) of the Policy has been complied with by the **Insured**
- c) immediate notification of such possession is given to the **Insurer** upon the **Insured** becoming aware of it

### 10) Emergency Access Extension

The **Insurer** will indemnify the **Insured** for the costs incurred following **Damage** to the **Buildings** caused by the Police or persons acting under their control in gaining access to the **Buildings** as a result of concern for the welfare of the **Tenant(s)** or to combat **Damage** caused by an **Insured Peril** to the **Premises**, subject to an aggregate maximum of €5,000 in any one Period of Insurance

This Extension shall not include any costs incurred following **Damage** caused by the Police in the course of a criminal investigation or as a result of unlawful activities at the **Premises**

### 11) Theft of Building Fabric Extension

The **Insurer** will indemnify the **Insured** for **Damage** to

- a) the external fabric of the **Buildings** as a result of Theft or attempted Theft
- b) **Property** as a result of rainwater entry following Theft or attempted Theft of the external fabric of the **Buildings**

for which the **Insured** is legally responsible to insure and is not otherwise insured, subject to an aggregate maximum of €10,000 in any one Period of Insurance

This Extension shall not apply

- a) to any **Buildings** which are **Unoccupied**
- b) when scaffolding is erected at the **Buildings**
- c) where **Insured Peril** Theft or attempted Theft is not operative

### 12) Removal of Wasp and Bee Nests Extension

The **Insurer** will indemnify the **Insured** for the costs incurred in removing wasp or bee nests from the **Buildings** at the **Premises**, subject to a maximum of €500 any one loss and €2,500 in the aggregate in any one Period of Insurance

The **Insurer** will not be liable for any costs of removing wasp or bee nests already in existence in the **Buildings** at the **Premises** prior to the inception of the Policy

### 13) Fly Tipping Extension

The **Insurer** will indemnify the **Insured** for the necessary and reasonable costs incurred in clearing and removing any property illegally deposited in or around the **Premises** during the Period of Insurance, provided that the liability of the **Insurer** shall not exceed €2,500 any one loss or €15,000 in the aggregate in any one Period of Insurance

### 14) Tree Felling and Lopping Extension

The **Insurer** will indemnify the **Insured** for the reasonable costs incurred in removing or lopping trees by a professionally qualified tree surgeon or tree feller which are an immediate threat to the safety of life or of **Damage** to the **Premises**, subject to a maximum of €1,000 for any one loss or €2,500 in the aggregate in any one Period of Insurance

The **Insurer** will not be liable for

- a) legal or local authority costs involved in removing trees
- b) costs incurred solely to comply with a Preservation Order



## SECTION 1 – MATERIAL DAMAGE CONTINUED

### 15) Temporary Removal Extension

The **Insurer** will indemnify the **Insured** for **Damage** from the **Insured Perils** to **Landlord's Contents** whilst temporarily removed for cleaning, renovation, repair or similar purposes and whilst in transit by road vehicle, rail or inland air freight within the **Territorial Limits**

Subject to a maximum for any one loss of 15% of the Sum Insured shown for **Landlord's Contents** or €50,000 whichever is the lesser amount

This Extension shall not apply to property more specifically insured

### 16) Cannabis Farms and Factories Extension

The **Insurer** will indemnify the **Insured** for **Damage** from the **Insured Perils** relating to the **Premises** being used illegally as a cannabis farm/factory

Provided that:

The **Insured** or a representative of the **Insured**

- a) obtains a satisfactory reference\* for each **Tenant** and each guarantor from a licensed referencing service before the tenancy started; and
- b) keeps a detailed inventory of the contents and condition of the property (with supporting photographs) which the **Tenant** has signed; and
- c) keeps clear and up to date rental records
- d) performs internal and external inspections of the **Premises** at least once every 6 months and maintains a log of these inspections which the **Insured** or a representative of the **Insured** must retain for a minimum of 24 months
- e) does not accept more than two months' advanced payments of rent in cash

\*The reference must include written references from a previous managing agent or landlord; an employer (or any other financial source) and a credit history check (including the Enforcement of Judgements Office, County Court Judgements and bankruptcy).

### 17) Property in the Open Extension

The **Insurer** will indemnify the **Insured** for **Damage** from the **Insured Perils** to **Property in the Open** within the boundaries of the **Premises** for the Sum Insured stated on the Schedule, excluding **Damage** caused by or consisting of any of the following

- a) Storm
- b) Theft or attempted theft
- c) **Flood** damage to moveable **Property in the Open**
- d) whilst the **Premises** are **Unoccupied**, vacant, disused or not in use for their intended purpose

### 18) Signs Extension

The **Insurer** will indemnify the **Insured** for **Damage** from the **Insured Perils** to **Signs** in the open within the boundaries of the **Premises** for the Sum Insured stated on the Schedule, excluding **Damage** whilst the **Premises** are **Unoccupied**, vacant, disused or not in use for their intended purpose

## SECTION 1 – MATERIAL DAMAGE CONTINUED

### 19) Playing surfaces, artificial surfaces and floodlights Extension

This Extension is operative only if a Sum Insured is shown for the item on the Schedule.

The **Insurer** will indemnify the **Insured** for costs and expenses incurred in rectifying **Damage** from the **Insured Perils** except as otherwise excluded in a) iii. below to playing surfaces including artificial surfaces and greens including any irrigation or heating systems that have been installed.

The liability of the **Insurer** shall not exceed the limit shown in the Schedule in the aggregate in respect of all claims during any one Period of Insurance.

Basis of Settlement under this Extension:

In the event of **Damage** to any playing surface, artificial surface or green, the basis upon which the **Insurer** will pay any claims will be as follows:

- a) repair or replacement
- b) re-seeding or re-turfing
- c) the replacement of any trees or plants will be by saplings of the same or similar type

For Floodlights, the liability of the **Insurer** shall not exceed a maximum of €15,000 for any one loss and in the aggregate in any one Period of Insurance.

Exclusions to this Extension:

The **Insurer** shall not be liable for damage

- a) caused by or consisting of
  - i. the application of fertiliser or chemicals
  - ii. the failure of fertilisers or chemicals
  - iii. Storm, **Flood** and other effects of weather
  - iv. wear and tear or in the course of play
  - v. maintenance work at the **Premises**
  - vi. the failure of the re-turfing or re-seeding to bind, take or germinate
- b) caused to irrigation systems during the period 1 October each year to the 30 April in the following year unless the system is drained
- c) to newly seeded or constructed surfaces until they are suitable for play and in use
- d) caused by or attributable to the **Insured's Employees**, contractors or subcontractors

## SECTION 1 – MATERIAL DAMAGE CONTINUED

### Clauses to Section 1

#### 1) Non-Invalidation Clause

The insurance by this Section shall not be invalidated by any act or omission or alteration by a **Tenant** and unknown to or beyond the control of the **Insured** whereby the risk of **Damage** is increased, as long as immediately the **Insured** becomes aware of the increase in risk, they inform the **Insurer** in writing and pay an appropriate additional premium if required by the **Insurer**

#### 2) Reinstatement of Losses Clause

Unless written notice to the contrary be given by either the **Insurer** or the **Insured**, the insurance by this Section shall not be reduced by the amount of any loss and the **Insured** shall pay the appropriate additional premium from the date of the **Damage** to the date of expiry of the Period of Insurance

#### 3) Freeholder, Lessors and Mortgagees Clause

The interest of any freeholder, lessor or mortgagee shall not be prejudiced by any act or neglect of any leaseholder, lessee, mortgagor or occupier which may increase the risk of **Damage** to any **Building** insured by this Section, provided the freeholder, lessor or mortgagee immediately upon becoming aware of such increase in risk shall give notice to the **Insurer** and pay an appropriate additional premium if required

#### 4) Property more specifically insured Clause

The **Insurer** shall not be liable for **Damage** to any **Property** insured more specifically by or on behalf of the **Insured**

#### 5) Minor Repairs and Alterations Clause

The insurance by this Section shall not be invalidated if the **Insured** has contracted workmen for the purpose of minor repairs, decorating or cosmetic works including periodical maintenance at the **Premises**. Any works of a construction nature to the roof or fabric of the building must be notified to the **Insurer** before the works commence and then agreed by the **Insurer** in writing.

#### 6) Seventy-Two Hour Period Clause

Where shown on the Schedule as insured under **Section 1 - Material Damage**, all losses arising separately out of one event of the following **Insured Perils**

- i. Storm
- ii. **Flood**
- iii. Earthquake

occurring within each and every separate period of 72 hours during the Period of Insurance will be deemed to be one loss in determining the application of the **Excess**

#### 7) Subrogation Clause

The **Insurer** shall be subrogated to the rights of recovery of the **Insured** against any third party. The **Insured** is required to cooperate in any subrogation investigation or proceedings, before or after any payment under the Policy is made by the **Insurer**. This includes agreeing to lend its name to any Court proceedings and/or agreeing to assign its claim. The **Insurer** will have conduct and control of the subrogation and shall have the final decision in relation to settlement of any claim.

Any recovery from subrogation proceedings, less costs and expenses incurred in such proceedings, will be split between the **Insured** and the **Insurer** on a pro-rata basis by reference to the proportion that the amount of:

- a. any applicable excess; and/or
- b. any provable uninsured loss, and
- c. insured losses

bears to the overall value of the claim, unless agreed otherwise.

## SECTION 1 – MATERIAL DAMAGE CONTINUED

### Basis of Settlement Clauses

#### 1) Average

If the reinstatement cost of the **Property** covered by this Policy shall at the time of the **Damage** be collectively of greater value than the Sums Insured, then the **Insured** shall be considered as being their own insurer for the difference and shall bear a rateable share of their **Damage** accordingly

#### 2) Reinstatement – all items other than Buildings and Landlord's Contents

In the event of **Damage** to **Property** insured other than **Buildings** and **Landlord's Contents**, the basis of settlement shall be the cost of reinstatement, meaning the rebuilding, replacement, repair or restoration of such **Property** to a condition substantially the same as but not better or more extensive than its condition when new

#### Special Provisions

- a) The replacement must be carried out without undue delay and no payment beyond the amount which would have been paid in the absence of this clause will be made until the cost of reinstatement has been incurred
- b) Where **Damage** occurs to only part of the **Property** the liability of the **Insurer** shall not exceed the amount which the **Insurer** would have been liable to pay had such property been wholly destroyed
- c) If at the time of reinstatement of any item, the sum representing 85% of the cost which would have been incurred in reinstating the whole of the **Property** covered by such item exceeds its Sum Insured at the time of the **Damage**, the liability of the **Insurer** shall not exceed that proportion of the amount of the **Damage** which the said Sum Insured shall bear to the sum representing the total cost of reinstating the whole of such property at that time

#### 3) Day One (Non-Adjustable) – Buildings and Landlord's Contents items only

Any item specified on the Schedule as **Buildings** or **Landlord's Contents** shall be deemed to be subject to this Day One (Non-Adjustable) Basis of Settlement and in the event of **Damage** to such property the basis of settlement shall be the *Cost of Reinstatement*, provided that the liability of the **Insurer** shall in no case exceed 115% of the Sum Insured shown on the Schedule in respect of each item.

The *Cost of Reinstatement* shall mean the rebuilding, replacement, repair or restoration of such property insured under this clause to a condition substantially the same as but not better or more extensive than its condition when new.

Special Provisions relating to any item subject to this Day One (Non-Adjustable) Basis of Settlement:

- i. At the inception of each Period of Insurance the **Insured** shall notify the **Insurer** of the up-to-date reinstatement value of the property insured for each item that is subject to this Day One (Non-Adjustable) Basis of Settlement
- ii. If at the time of **Damage**, the Sum Insured shown on the Schedule of the property insured by each item is less than the cost of reinstatement at the inception of the Period of Insurance, the liability of the **Insurer** shall not exceed the proportion which the Sum Insured bears to the cost of such reinstatement
- iii. Where **Damage** occurs to only part of the property, the liability of the **Insurer** shall not exceed the amount which the **Insurer** would have been liable to pay had such property been wholly destroyed
- iv. The rebuilding, replacement, repair or restoration of such property insured under this clause must be carried out without undue delay and no payment beyond the amount which would have been paid in the absence of this clause will be made until the *Cost of Reinstatement* has been incurred
- v. No payment will be made beyond the amount the **Insurer** would have paid where property insured at the time of **Damage** is covered by any other insurance effected by the **Insured** or on behalf of the **Insured** which is not on the same basis of settlement.

For the purposes of this clause, the Sum Insured shall mean the **Insured's** assessment of the *Cost of Reinstatement* of the items specified on the Schedule that are subject to this Day One (Non-Adjustable) Basis of

## SECTION 1 – MATERIAL DAMAGE CONTINUED

Settlement, at the level of costs applying at the inception of the Period of Insurance including the extent to which indemnity is provided for

- a) the additional Cost of Reinstatement to comply with European Union and Public Authority requirements
- b) Professional Fees
- c) Removal of Debris Costs

ignoring inflationary factors which may operate subsequently

### 4) European Union and Public Authorities

The **Insurer** will indemnify the **Insured** for the additional cost of

- a) reinstating the damaged parts of the **Buildings**
- b) upgrading any undamaged parts of the **Buildings**

for an amount not exceeding 15% of the amount that would have been payable if the **Buildings** had been totally destroyed, incurred solely by the necessity to comply with any building or other statutory regulations or Public Authority Bylaw or European Community Legislation in force at the time of such **Damage**, excluding

- i. any cost resulting from any such requirement first imposed upon the **Insured** before the date of the **Damage**
- ii. the amount of any rate, tax, duty, development or other charge arising out of capital appreciation as a result of complying with any such requirements which may be payable in respect of the **Buildings**

### Conditions

- a) The work of reinstatement must be completed within 12 months of the date of the **Damage** or such further period as the **Insurer** may in writing allow
- b) The liability of the **Insurer** for **Damage** to such property including such costs and expenses shall not exceed the Sum Insured stated in the Schedule

### 5) Removal of Debris

This insurance includes the necessary and reasonable costs incurred in respect of removal of debris from **Property** insured resulting from **Damage** from an **Insured Peril** excluding

- a) costs incurred in removing debris except from the site of such **Damage** and the area immediately adjacent to such site
- b) costs arising from **Pollution or Contamination** of property not insured by this Section

The liability of the **Insurer** for **Damage** to such **Property** including such costs and expenses shall not exceed the Sums Insured stated in the Schedule

### 6) Capital Additions

To the extent that they are not otherwise insured, the insurance of **Buildings** and **Landlord's Contents** shall extend to cover

- a) alterations, additions and improvements to **Buildings** and **Landlord's Contents** but not appreciation of the value of such property
- b) any newly erected or acquired **Buildings** and **Landlord's Contents** within the **Territorial Limits** from the commencement date of the legal responsibility of the **Insured**

subject to

- i. the **Insured** advising the **Insurer** of the amendments as soon as practicable but no later than 30 days on becoming aware of the increase in the extent of cover required and paying the appropriate additional premium
- ii. the Sums Insured for **Buildings** and **Landlord's Contents** at each location only being increased by the value of the additional property up to no more than 10% of the existing Sums Insured or €500,000 whichever is the lesser at any one location

## SECTION 1 – MATERIAL DAMAGE CONTINUED

### 7) Professional Fees

The insurance by each item on **Buildings** and **Landlord's Contents** includes an amount for architects', surveyors', consulting engineers' and legal fees incurred in the reinstatement or repair of such property consequent upon its **Damage** but not for preparing any claim.

The total liability of the **Insurer** for **Damage** to such property including such fees shall not exceed the Sums Insured stated in the Schedule.

### 8) Contracting Purchaser

Where the **Insured** at the time of **Damage** has contracted to sell their interest in any insured **Building** and the purchase is subsequently completed, the contracting purchaser shall be entitled to benefit under the Policy provided that the **Building** is not otherwise insured in respect of such **Damage**

### 9) Subrogation Waiver

In the event of a claim arising under this Section, the **Insurer** 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 or subsidiary to the **Insured**; or
- b) any company which is a subsidiary of or a parent company of which the **Insured** themselves are subsidiary, in each case within the meaning of the Companies Act current at the time of the **Damage**

### 10) Other Interests

Interests of third parties which the **Insured** is required to include herein under the terms of any mortgage, property lease, hiring, leasing or hire purchase agreement are automatically deemed to be held covered, subject to notification by the **Insured** to the **Insurer** at the time of the **Damage**

### 11) Business Books

The basis of settlement of any claim for business books shall be their value as stationery together with the cost of clerical labour expended in their reproduction

### 12) Matching Items

In the event of **Damage** to **Property** insured, the basis of settlement shall not include the cost of replacing any undamaged item or part of any item which forms part of a matching set or suite

## Exclusions to Section 1

The **Insurer** shall not be liable for **Damage** to

- a) vehicles licensed for road use (including accessories on them), caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft
- b) property or structures in the course of construction or erection and materials or supplies in connection with all such property or structures in the course of construction or erection
- c) land, water, dams, piers, jetties, bridges, culverts or excavations
- d) live animals, livestock, growing crops or trees
- e) jewellery, precious stones, precious metals, bullion or furs

## SECTION 2 – LOSS OF RENT

In the event of **Damage** to the **Property** used by the **Insured** for the purposes of the **Business** carried on by the **Insured** at the **Premises** during the Period of Insurance from the **Insured Perils** under Section 1 resulting in loss of **Rent Receivable**, the **Insurer** will indemnify the **Insured** in respect of the amount of the loss of **Rent Receivable**, provided that

- a) **Damage** so caused being termed damage for which payment shall have been made or liability admitted by an Insurer under any insurance covering the interest of the **Insured** in the **Property** against such loss, destruction or damage, provided that such **Damage** would not have been excluded by Section 1 of this Policy, or
- b) payment would have been made or liability admitted but for the operation of a proviso in the insurance excluding liability for losses below a specified amount

The liability of the **Insurer** under this Section shall not exceed in respect of any item its Sum Insured or Limit stated in this Policy or the Schedule at the time of the event

### Clause

#### Reinstatement Following a Loss

The liability of the **Insurer** under this Section shall not exceed the Sum Insured or Limit remaining after deduction for any other interruption or interference resulting from **Damage** occurring during the same Period of Insurance, unless the **Insurer** has agreed to reinstate any such Sum Insured or Limit and the **Insured** shall pay the appropriate additional premium

### Basis of Settlement Clauses

#### 1) Rent Receivable

The **Insurer** will pay as indemnity to the **Insured** the amount of their loss in respect of

- a) the amount by which the **Rent Receivable** during the **Indemnity Period** shall fall short of the **Standard Rent Receivable** as a result of the **Damage**
- b) the amount of necessary and reasonable additional expenditure incurred by the **Insured** as a result of the **Damage**, but not exceeding the loss of **Rent Receivable** thereby avoided

provided that if the Sum Insured for loss of **Rent Receivable** is less than the **Standard Rent Receivable**, the amount payable shall be proportionately reduced

#### 2) Alternative Accommodation

The **Insurer** will indemnify the **Insured** for necessary and reasonable costs incurred for

- a) alternative accommodation for **Tenants** in the residential portion of the **Premises** and
- b) temporary storage of such **Tenants'** furniture

if as a result of **Damage** from the **Insured Perils**, the occupied **Buildings** are rendered unfit by a competent local authority for occupation, or access to them is denied by a competent local authority, provided that the liability of the **Insurer** for any one loss shall not exceed the Sum Insured shown in the Schedule at the time of the event

#### 3) Managing Agents' Charges

The **Insurer** will pay to the **Insured** the charges payable to their managing agents necessarily incurred in connection with re-letting the **Premises** following **Damage** insured under Section 1

#### 4) Accountants' and Auditors' Charges

The **Insurer** will pay to the **Insured** the charges payable by the **Insured** to their professional accountants and auditors for producing and certifying any particulars or details or any other proofs, information or evidence as may be required by the **Insurer** under the terms of this Section and reporting that such particulars or details are in accordance with the **Insured's** books or documents

#### 5) 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

#### 6) Payments on Account

Payments on account will be made to the **Insured** during the **Indemnity Period** if so requested, subject to appropriate adjustment at the end of the **Indemnity Period**

## SECTION 2 – LOSS OF RENT CONTINUED

### Extensions to Section 2

All terms, Exclusions and Conditions of the **Insured Perils** under Section 1 and all terms, Exclusions and Conditions of Section 2 apply to these Extensions, in addition to those shown below as applying to each Extension.

The liability of the **Insurer** includes loss as insured by this Section resulting from interruption or interference with the **Business** in consequence of

1) Denial of Access Extension

Damage from the **Insured Perils** to property within a one mile radius of the **Premises** which shall prevent or hinder the access to the **Insured's Premises**, whether or not there has been **Damage** to the **Premises** or **Property** of the **Insured**, but excluding the property of any supply undertaking from which the **Insured** obtains electricity, gas, water or telecommunications services, subject to a maximum of €100,000 for any one loss

2) Managing Agents' Premises Extension

Damage from the **Insured Perils** at the premises of the **Insured's** managing agents within the Republic of Ireland subject to a maximum of €10,000 any one loss

3) Accidental Failure of Public Supply including Terminal Ends Extension

Accidental failure at the premises of any supply undertaking from which the **Insured** obtains electricity, gas, water or telecommunications services and up to and including the terminal ends of the public supply undertaking's feed to the **Premises** as a direct result of **Damage** from the **Insured Perils**, subject to a maximum of €100,000 for any one loss and providing the cessation of supply is for a minimum of at least 24 consecutive hours, excluding

- a) atmospheric, solar or lunar conditions causing temporary interference with transmission to or from any satellite
- b) total or partial failure of the public supply occasioned by strike or locked-out workers, total or partial withdrawal of labour or total or partial cessation of work
- c) a deliberate act of the supply undertaking, unless for the sole purpose of safeguarding life or protecting any part of the supply undertaking's system

4) Documents Extension

Damage from the **Insured Perils** to documents belonging to or held in trust by the **Insured** whilst temporarily at premises not in the occupation of the **Insured** or whilst in transit by road, rail or inland waterway in the Republic of Ireland subject to a maximum of €25,000 for any one loss

### Exclusion to Section 2

The **Insurer** shall not be liable under this Section for loss arising directly or indirectly from erasure, loss, distortion or corruption of information on computer systems or other records, programs or software



## SECTION 3 – PROPERTY OWNERS’ LIABILITY

In the event of accidental

- a) **Injury** to any person
- b) physical loss of or physical damage to material property
- c) obstruction, trespass, nuisance or interference with any right of way, light, air or water
- d) wrongful arrest, detention, imprisonment or eviction of any person, malicious prosecution or invasion of the right of privacy

occurring during the Period of Insurance and arising out of ownership of the **Premises** or in the course of the **Business** within the *Territorial Limits*, the **Insurer** will indemnify the **Insured** in respect of all sums which the **Insured** becomes legally liable to pay as compensation and claimant’s costs and expenses

The **Insurer** will also pay **Legal Costs** and **Solicitors’ Fees** which are included within the Limit of Indemnity.

### Limit of Indemnity

The liability of the **Insurer** under this Section for compensation in respect of

- a) one occurrence or all occurrences of a series consequent on or attributable to one source or original cause
- b) all **Injury** and damage occurring during any one Period of Insurance in respect of **Products Supplied**
- c) all **Pollution or Contamination** which is deemed to have occurred during any Period of Insurance

shall not exceed the Limit of Indemnity stated in the Schedule

### Section Definition

#### *Territorial Limits*

- a) the Republic of Ireland
- b) and in respect **Products Supplied**, anywhere in the world except for the United States of America or Canada or their dependencies or trust territories unless specifically agreed by the **Insurer**, provided that the **Products Supplied** are supplied from or are worked upon in the territory specified in a) above

### Extensions to Section 3

- 1) Consumer Protection Act and Food Safety Act – Legal Defence Costs Extension

The **Insurer** will indemnify the **Insured** and at the **Insured’s** request any director, partner or **Employee** of the **Insured** against **Legal Costs** incurred with the **Insurer’s** prior written consent in connection with the defence of any proceedings or an appeal against conviction arising from such proceedings, brought for a breach of

- a) the Consumer Protection Act 2007 (or as subsequently amended) or
- b) the Food Standards Act 1974 (or as subsequently amended)

committed or alleged to have been committed in the course of the **Business** during the **Period of Insurance**

Provided that this indemnity shall not apply to

- i. the payment of fines or penalties
- ii. proceedings or appeals in respect of any deliberate act or omission by the **Insured**
- iii. costs or expenses insured by any other policy

- 2) Court Attendance Compensation Extension

The **Insurer** will indemnify the **Insured** for the costs of attendance at court to help defend or act as a witness in connection with any claim for which the **Insured** is entitled to indemnity under this Section and with the **Insurer’s** agreement, up to a maximum of €250 per day per person

- 3) Cross Liabilities Extension

Where the **Insured** comprises more than one party, the **Insurer** shall treat each party as the **Insured** as if a separate Policy had been issued to each, provided that nothing in this Extension shall increase the liability of the **Insurer** beyond the amount for which the **Insurer** would have been liable had this Extension not applied

## SECTION 3 – PROPERTY OWNERS’ LIABILITY CONTINUED

### 4) Defective Premises Act Extension

The **Insurer** will indemnify the **Insured** in respect of any legal liability incurred by the **Insured** during the Period of Insurance under the terms of any Defective Premises legislation in connection with any business premises or land which have been disposed of by the **Insured**

Provided that the **Insurer** shall not be liable

- a) for the cost of remedying any defect or alleged defect in the premises disposed of
- b) if the **Insured** is entitled to indemnity from any other source

### 5) Safety, Health and Welfare at Work – Legal Defence Costs Extension

The **Insurer** will indemnify the **Insured** and at the **Insured’s** request any director or partner of the **Insured** or any **Employee**, against **Legal Costs** incurred in defending prosecutions for a breach of the 2007 Safety Health and Welfare at Work (General Application) Regulations (or as subsequently amended), committed or alleged to have been committed in the course of the **Business** during the **Period of Insurance**. The **Insurer** will also pay prosecution costs awarded and the **Legal Costs** incurred with its written consent in appealing against any judgement given.

Provided that this indemnity shall not apply to the payment of fines or penalties.

### 6) Indemnity to Other Parties Extension

If the **Insured** so requests, and the **Insurer** agrees, the **Insurer** will indemnify the following parties

- a) any member of the **Insured’s** first aid service (but excluding medical practitioners) against liability incurred in such capacity
- b) any partner, director or **Employee** of the **Insured** against liability incurred in such capacity and in respect of which the **Insured** would have been entitled to indemnity under this Section if the claim had been made against the **Insured** as though each party was individually named as the **Insured** in this Section
- c) any **Principal** for whom the **Insured** has agreed to execute work under contract or agreement, against liability arising out of the performance of such work by the **Insured** and in respect of which the **Insured** is legally liable and would have been entitled to indemnity under this Section if the claim had been made against the **Insured**

Provided that

- i. each such party shall observe, fulfil and be subject to the terms and Conditions of this Section insofar as they can apply
- ii. the **Insurer’s** liability to the **Insured** and all parties indemnified shall not exceed in total the Limit of Indemnity stated in the Schedule

### 7) Indemnity to Managing Agents Extension

In respect of liability arising in connection with the **Buildings** insured under **Section 1 – Material Damage**, if the **Insured** so requests and the **Insurer** so agrees, the **Insurer** will extend **Section 3 – Property Owners’ Liability** to indemnify the **Insured’s** appointed managing agents in respect of liability arising out of the agreement entered into by the **Insured** with the managing agent to the extent required by such agreement.

Provided that

- a) the **Insured** would have been entitled to indemnity under this Section if the claims had been made against the **Insured**
- b) the managing agent shall as if they were the **Insured** be subject to the terms of this Section and Policy
- c) the total amount payable under this Section shall not exceed the Limit of Indemnity stated in the Schedule regardless of the number of persons claiming to be indemnified
- d) the indemnity will not apply to legal liability arising out of a breach of professional duty or service

## SECTION 3 – PROPERTY OWNERS’ LIABILITY CONTINUED

### Exclusions to Section 3

The indemnity granted under this Section shall not apply to

1) Advice and Design Exclusion

Liability arising from advice, design, formula, specification, inspection, certification or testing provided by or on behalf of the **Insured** for a fee or in circumstances where a fee would normally be charged

2) Damage to Goods Supplied Exclusion

Liability in respect of

- a) damage to any goods or other property sold, supplied, delivered, installed or erected by or on behalf of the **Insured**
- b) all costs of or arising from the need for making good, removal, repair, rectification, replacement or recall of any such goods or property or any defective work carried out by or on behalf of the **Insured**

3) Products Supplied Exclusion

Liability in respect of **Injury**, loss or damage arising from **Products Supplied**, but this Exclusion shall not apply to

- a) any food or drink supplied to partners, directors, **Employees** or non-paying guests of the **Insured**
- b) the disposal of furniture and office equipment originally intended solely for the use of the **Insured** in connection with the **Business**

4) Fines Exclusion

Liability in respect of liquidated damages, fines, penalties, exemplary, punitive, aggravated or multiplied damages

5) Injury to **Employees** Exclusion

Liability in respect of **Injury** to any **Employee** arising out of and in the course of the employment or engagement of such person by the **Insured**

6) Mechanically Propelled Vehicles Exclusion

Liability arising out of the ownership, possession or use by or on behalf of the **Insured** of any mechanically propelled vehicle or trailer attached thereto which is required by any road traffic legislation to be the subject of compulsory insurance or other security, but this Exclusion shall not apply

- a) while such vehicle is being used as a tool of trade (other than in respect of liability which is compulsorily insurable under road traffic legislation)
- b) in respect of the loading or unloading of such vehicle or the delivery or collection of goods to or from such vehicle

except where more specifically insured by any other policy

7) **Pollution or Contamination** Exclusion

Liability arising

- a) out of **Pollution or Contamination** unless caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance, provided that all **Pollution or Contamination** arising out of one incident shall be deemed to have occurred at the time such incident takes place
- b) directly or indirectly by **Pollution or Contamination** occurring in the United States of America or Canada or their dependencies or trust territories

8) Property in the Charge or Control of the **Insured** Exclusion

Liability in respect of loss or damage to any property belonging to or in the charge or control of the **Insured** other than

- a) personal effects or vehicles of any partner, director, **Employee** or visitor to the **Insured**
- b) premises (and their contents) not belonging, leased, rented or hired to the **Insured** but temporarily in the charge of the **Insured** for the purpose of carrying out work
- c) premises (including their fixtures and fittings) leased, rented or hired to the **Insured**, but this Section does not cover liability attaching to the **Insured** solely under the terms of any tenancy or other agreement

## SECTION 3 – PROPERTY OWNERS’ LIABILITY CONTINUED

### 9) Vessels or Craft Exclusion

Liability arising out of ownership, possession or use by or on behalf of the **Insured** of any vessel or craft designed to travel in on or through water, air or space (other than hand-propelled watercraft)

### 10) Asbestos Exclusion

Any liability of whatsoever nature arising out of the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use of or exposure to asbestos or materials or products containing asbestos

This Exclusion shall not apply in respect of such removal, storage or disposal provided that

a) the **Insurer’s** liability in respect of **Injury**, loss or damage occurring during any one Period of Insurance shall not exceed €2,000,000 in the aggregate or the amount of the Limit of Indemnity for this Section as stated in the Schedule whichever is the lower

b) such activity does not form part of the **Insured’s** usual trade or **Business** or contract

c) the discovery of asbestos by the **Insured** is unintentional and accidental

d) upon discovery of asbestos or products made entirely or mainly of asbestos all work immediately stops

e) an HSA licensed asbestos removal contractor who has Employers’ Liability and Public and Products Liability insurances in force that

i. provide Limits of Indemnity no less than those stated in the Schedule and

ii. do not exclude the work to be carried out

is contracted if legally required to make safe the area in which the discovery is made as soon as is practicable

### 11) Notifiable Asbestos Exclusion

Any liability arising from or in connection with the handling, removal, stripping out, demolition, transportation or disposal of Notifiable Asbestos, but this Exclusion shall not apply to liability arising from

a) the accidental discovery of materials known or suspected to be Notifiable Asbestos

b) the investigation of any such suspect material

provided that

i. immediately upon discovery all handling, removal, stripping out, demolition, transportation or disposal of that which is suspected to be Notifiable Asbestos ceases until the composition of all such materials is established

ii. any subsequent handling, removal, stripping out, demolition, transportation or disposal of Notifiable Asbestos is carried out by a licensed contractor on terms which indemnify the **Insured** for all liability arising out of such work

### 12) Contractual Liability Exclusion

Liability which attaches because of a contract or agreement but which would not have attached in the absence of such contract or agreement

### 13) Slings and Cradles Exclusion

Liability for **Injury** or loss or damage arising out of the operation of a sling or cradle

## SECTION 3 – PROPERTY OWNERS’ LIABILITY CONTINUED

### Conditions to Section 3

#### 1) Discharge of Liability Condition

The **Insurer** may at any time pay to the **Insured** in connection with any claim or series of claims

- a) the amount of the Limit of Indemnity, or
- b) any lesser amount for which such claim or claims can be settled, less any sum or sums already paid as compensation, claimant’s costs and expenses, **Legal Costs** and **Solicitors’ Fees** recoverable prior to the date of such payment

On payment, the **Insurer** shall relinquish the conduct and control of and be under no further liability in connection with such claim or claims, except for the payment of costs and expenses incurred prior to the date of such payment

#### 2) Other Insurances Condition

If any claim under this Section is also covered in whole or in part by any other existing insurance or by an indemnity from any other source, the liability of the **Insurer** shall be limited to any excess beyond the amount which would have been payable under such other insurance or from such other source had this Section not been effected

#### 3) Bona Fide Subcontractors Condition

It is a condition precedent to any liability of the **Insurer** in respect of injury, loss, destruction or damage arising out of work at the **Premises** commencing within the Period of Insurance carried out on behalf of the **Insured** by bona fide subcontractors that the **Insured** obtains and retains a written record that such subcontractors have in force throughout the duration of any work undertaken by them for the **Insured** the following insurance

- a) Employers’ Liability insurance in accordance with any law relating to compulsory insurance of liability to employees
- b) Public Liability insurance covering legal liability for **Injury** to any person other than described in a) above, and loss, destruction or damage to property, with a limit of indemnity not less than the Limit of Indemnity stated in the Schedule

This condition does not apply where bona fide subcontractors are engaged to carry out work on behalf of the **Insured** in an emergency and there is insufficient time to obtain a written record from such subcontractor, provided the **Insured** shall obtain verbal confirmation and confirm such in writing and retain a copy as a written record

## SECTION 4 – EMPLOYERS’ LIABILITY

This Section of the Policy is operative only if stated in the Schedule

In the event of **Injury** sustained by any **Employee** of the **Insured** caused during the Period of Insurance and arising out of and in the course of their employment by the **Insured** for the purposes of the **Business** within the *Territorial Limits*, the **Insurer** will indemnify the **Insured** in respect of all sums for which the **Insured** becomes legally liable to pay as compensation and claimant’s costs and expenses in respect of such **Injury**

The **Insurer** will also pay **Legal Costs** and **Solicitors’ Fees** which are included within the Limit of Indemnity.

### Limit of Indemnity

The liability of the **Insurer** under this Section for compensation and claimant’s costs and expenses (and **Legal Costs** and **Solicitors’ Fees**) in respect of one occurrence or all occurrences of a series consequent on or attributable to one source or original cause shall not exceed the Limit of Indemnity stated in the Schedule

### Section Definition

#### *Territorial Limits*

- a) the Republic of Ireland
- b) elsewhere in the world in respect of **Injury** sustained by any **Employee** resident within the territory specified in a) above and caused whilst such **Employee** is temporarily outside that territory, provided that any action for compensation in respect of such **Injury** is brought in a court of law within the territory specified in a) above, the United Kingdom or any other member country of the European Union

### Extensions to Section 4

#### 1) Court Attendance Compensation Extension

The **Insurer** will indemnify the **Insured** for the costs of attendance at court to help defend or act as a witness in connection with any claim for which the **Insured** is entitled to indemnity under this Section and with the **Insurer’s** agreement, up to a maximum of €250 per day per person

#### 2) Safety, Health and Welfare at Work – Legal Defence Costs Extension

The **Insurer** will indemnify the **Insured** and at the **Insured’s** request any director or partner of the **Insured** or any **Employee**, against **Legal Costs** incurred in defending prosecutions for a breach of the 2007 Safety Health and Welfare at Work (General Application) Regulations (or as subsequently amended), committed or alleged to have been committed in the course of the **Business** during the Period of Insurance. The **Insurer** will also pay prosecution costs awarded and the **Legal Costs** incurred with its written consent in appealing against any judgement given.

Provided that this indemnity shall not apply to the payment of fines or penalties

#### 3) Indemnity to Other Parties Extension

If the **Insured** so requests and the Insurer agrees, the **Insurer** will indemnify the following parties

- a) any member of the **Insured’s** first aid service (but excluding medical practitioners) against liability incurred in such capacity
- b) any partner, director or **Employee** of the **Insured** against liability incurred in such capacity and in respect of which the **Insured** would have been entitled to indemnity under this Section if the claim had been made against the **Insured** as though each party was individually named as the **Insured** in this Section
- c) any **Principal** for whom the **Insured** has agreed to execute work under contract or agreement, against liability arising out of the performance of such work by the **Insured** and in respect of which the **Insured** is legally liable and would have been entitled to indemnity under this Section if the claim had been made against the **Insured**

Provided that

- i. each such party shall observe, fulfil and be subject to the terms and Conditions of this Section insofar as they can apply
- ii. the **Insurer’s** liability to the **Insured** and all parties indemnified shall not exceed in total the Limit of Indemnity stated in the Schedule

## SECTION 4 – EMPLOYERS’ LIABILITY CONTINUED

### 4) Unsatisfied Court Judgements Extension

In the event of a judgement for damages being obtained by any **Employee** or the personal representatives of any **Employee** in respect of **Injury** caused to the **Employee** during any Period of Insurance and occurring in connection with the **Business** against any person or company operating from premises in the Republic of Ireland in any court situate in that territory and remaining unsatisfied in whole or in part six months after the date of such judgement, the **Insurer** will at the **Insured’s** request pay to the **Employee** or the personal representatives of the **Employee** the amount of such damages and any awarded costs to the extent that they remain unsatisfied

Provided that

- a) there is no appeal outstanding
- b) if any payment is made under the terms of this Extension, the **Employee** or the personal representatives of the **Employee** shall assign the judgement to the **Insurer**

### Exclusions to Section 4

The **Insurer** shall not be liable for

- 1) liability in respect of **Injury** to any **Employee** arising out of the ownership, possession or use by or on behalf of the **Insured** of any mechanically propelled vehicle or trailer attached thereto, if such liability is required by any road traffic legislation to be the subject of compulsory insurance or other security
- 2) liability in respect of **Injury** to any **Employee** who is working in or on any **Offshore Installation** or any support vessel for any **Offshore Installation** or whilst in transit to or from any **Offshore Installation** or support vessel
- 3) liability in respect of **Injury** to any **Employee** who is working in or on a sling or cradle

### Conditions to Section 4

#### 1) Certificate of Employers’ Liability Insurance Condition

If this Policy or Section is cancelled, any Certificate of Employers’ Liability Insurance is similarly cancelled from the same date

#### 2) Discharge of Liability Condition

The **Insurer** may at any time pay to the **Insured** in connection with any claim or series of claims

- a) the amount of the Limit of Indemnity or
- b) any lesser amount for which such claim or claims can be settled, less any sum or sums already paid as compensation, claimant’s costs and expenses, **Legal Costs** and **Solicitors’ Fees** recoverable prior to the date of such payment

On payment, the **Insurer** shall relinquish the conduct and control of and be under no further liability in connection with such claim or claims, except for the payment of costs and expenses incurred prior to the date of such payment

#### 3) Other Insurances Condition

If any claim under this Section is also covered in whole or in part by any other existing insurance or by an indemnity from any other source, the liability of the **Insurer** shall be limited to any excess beyond the amount which would have been payable under such other insurance or from such other source had this Section not been effected

## GENERAL CLAIMS CONDITIONS

### 1) Action by the **Insured** Condition

No claim under the Policy shall be payable unless any or all of the following Conditions have been complied with:

On the happening of any event or circumstance which could give rise to a claim by the **Insured** under the Policy or on receiving verbal or written notice of any claim, the **Insured** shall:

- a) as soon as reasonably possible give notice to the **Insurer**
- b) immediately notify the Police in respect of any **Damage** caused by thieves or malicious persons and obtain a Crime Reference Number which must be advised to the **Insurer** as soon as reasonably possible
- c) immediately forward to the **Insurer** any writ or summons issued against the **Insured** by a third party
- d) take action to minimise the loss, destruction or damage and to avoid interruption of or interference with the **Business** and to prevent further loss, destruction, damage or injury
- e) at their own expense, supply full details of the claim in writing to the **Insurer** together with any evidence and information that may be reasonably required by the **Insurer** for the purpose of investigating or verifying the claim and if demanded a statutory declaration of the truth of the claim and any matter connected with it within
  - i. 7 days of **Damage** caused by riot, civil commotion, strikers, locked-out workers or persons taking part in labour disturbances or malicious persons
  - ii. 30 days of expiry of the **Indemnity Period** in respect of Rent Receivable claims
  - iii. 30 days of the event or circumstance in the case of any other claim or of a request from the **Insurer**

No theft or attempted theft claim under this Policy shall be considered unless notified to the Police in accordance with 1b) above and a Crime Reference Number obtained

No settlement, admission of liability, payment or promise of payment shall be made to a third party without the prior written consent of the **Insurer**

### 2) Rights of the Insurer Condition

The **Insurer** shall

- a) be entitled at any stage to take over the defence or settlement of any claim made upon the **Insured** by any other party and to prosecute for its own benefit any claim for indemnity or compensation against any other persons in respect of any event insured by the Policy and at no cost to the **Insurer** the **Insured** shall give all assistance as may be reasonably required by the **Insurer**
- b) have the right to enter the **Premises** where the **Damage** has occurred and to keep possession of any **Property** insured without thereby incurring any liability or diminishing any of the **Insurer's** rights under the Policy and to deal with the salvage in a reasonable manner, but the **Insured** shall not be entitled to abandon any **Property** to the **Insurer**
- c) at its option indemnify the **Insured** by payment, reinstatement, replacement or repair in respect of any **Property** lost or damaged or part thereof. If the **Insurer** elects to reinstate or replace any **Property**, they shall not be bound to reinstate or replace exactly or completely but only as circumstances permit and in a reasonably sufficient manner and shall not in any case be bound to expend in respect of any one of the items insured more than the Sum Insured thereon



## GENERAL CLAIMS CONDITIONS

### 3) Contribution Condition in respect of Sections 1 and 2

If in the event of **Damage** or liability under the Policy, there shall be in force any other insurance effected by or on behalf of the **Insured** providing cover against such a claim

- a) the liability of the **Insurer** shall be limited to its rateable proportion of such a claim
- b) but which is subject to any provision excluding it from ranking concurrently with the Policy either in whole or in part or from contributing rateably to the claim, then the liability of the **Insurer** shall be limited to such proportion of the claim as the Sum Insured bears to the value of the **Property**

### 4) Arbitration Condition

If any difference shall arise as to the amounts to be paid under the Policy, such difference may at the **Insurer's** option be referred to an arbitrator to be appointed by the parties in accordance with statutory provisions. Where any difference is by this Condition to be referred to arbitration, the making of an award shall be a condition precedent to any right of action against the **Insurer**

Any other difference shall be subject to the exclusive jurisdiction of the courts of England and Wales

### 5) Claims Cooperation Condition

It is a condition of the **Insurer's** liability to make any payment under this Policy that the **Insured** will provide all help, assistance and cooperation required by the **Insurer** in connection with any claim. No claim shall be payable by the **Insurer** in the event that the **Insured** does not provide all help, assistance and/or cooperation as required by this provision.

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