

Guesthouse Multi-Event Policy

Administered by Optis Insurances Limited

Registered office: Unit 1, Knightsbrook Square, Knightsbrook, Trim, Co. Meath C15 AN81

Registered in Ireland

Optis Insurances Limited t/a Optis Insurance is regulated by the Central Bank of Ireland

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Introduction

This insurance is underwritten by Lloyd's Insurance Company S.A and arranged through **Optis** in accordance with the authority granted under the Contract Number stated in the **Schedule**.

This **Policy** consists of the **Definitions**, exclusions and conditions, the **Schedule** and **Endorsements**, if any, all of which are a single document and are to be read as one contract. In deciding to accept this **Policy** and in setting the terms and the premium, the **Company** has relied upon the information which the **Policyholder** has provided.

The **Company** will in consideration of the payment of the premium insure the **Policyholder**, subject to the terms and conditions of this **Policy**, against the events set out in this **Policy** during the **Period of Insurance** or any subsequent period for which the **Company** agree to accept payment of the premium.

If more than one property is insured by the **Policy**, any exclusion or limitation applies separately to each property. If the property comprises of multiple dwellings the **Excess** applies to each and every private dwelling separately. The **Excess** that does apply will be shown on the **Schedule**; where more than one **Excess** is applicable, the higher **Excess** will always be applied.

In this **Policy**, certain words or phrases are specifically defined or make reference to the **Schedule** or to clauses elsewhere in the **Policy**. Such words or phrases are shown in bold type.

This **Policy** should be read carefully to make sure that it meets the needs of the **Policyholder**. If any corrections are necessary, the **Policyholder** should contact **Optis** through whom the **Policy** was arranged.

This **Policy** should be kept in a safe place as the **Policyholder** may need to refer to it to make a claim.

General Definitions

- 1) **Accidental** means sudden and as a result of an external, visible and violent cause.
- 2) **Building(s)** shall mean as stated in the **Schedule** and no other for the purpose of this **Policy**:
 - a) the **Policyholder's** guesthouse which is brick, stone or concrete built, and roofed with slates, tiles, concrete, asphalt, metal or sheets or slabs composed entirely of incombustible mineral ingredients (unless otherwise agreed in the **Schedule**)
 - b) all the domestic outbuildings and garages on the same **Premises** and used in connection therewith including the walls, gates and fences around and pertaining to the guest house
 - c) the landlord's fixtures and fittings in the guesthouse.
- 3) **Business** shall mean as stated in the **Schedule** and no other for the purpose of this **Policy**.
- 4) **Company** means Lloyd's Insurance Company S.A .
- 5) **Contamination** means the contamination, poisoning or prevention and/or limitation of the use of objects due to the effects of chemical and/or biological substances.
- 6) **Contents** shall mean:
 - a) Household goods and personal effects of every description (including money and stamps to an amount not exceeding EUR 650 or five percent of the full value of the **Contents**, whichever is the less) belonging to the **Policyholder** (or for which they are responsible) or to members of their **Family**.
 - b) Fixtures and fittings belonging to the **Policyholder** (or for which they are responsible), not being the landlord's fixtures and fittings, and contained in the **Policyholder's** guesthouse situate as stated in the **Schedule**.
- 7) **Damage(d)** means accident loss or destruction of the tangible property insured by any **Specified Event**.
- 8) **Employee** shall mean:
 - a) any person under a contract of service or apprenticeship with the **Policyholder**;
 - b) any labour only sub-contractor and persons supplied by them;
 - c) any person employed by labour only sub-contractors;
 - d) any self-employed person;
 - e) any person hired or borrowed by the **Policyholder**;
 - f) any person undertaking study or work experience, voluntary work or a youth training scheme with the **Policyholder**, working for the **Policyholder** and under the **Policyholder's** control in connection with the **Business**.
- 9) **Endorsement** means a change in the terms and conditions of this insurance agreed by the **Policyholder** and the **Company**. **Endorsements** which apply to the **Policy** (if any) will be shown in the **Schedule**.
- 10) **Excess** means the first amount of each and every claim payable by the **Policyholder**.
- 11) **Family** shall mean any member of the **Policyholder's Family** (including adopted children, step-children and foster children), spouses, fiancé(e)s, co-habitees or partners who permanently reside with the **Policyholder**. **Family** does not include lodgers, tenants or domestic staff.
- 12) **Heave** shall mean the upward movement of the ground beneath the **Buildings** as a result of the soil expanding.
- 13) **Landslip** shall mean the downward movement of sloping ground.
- 14) **Optis** means Optis Insurances Ltd trading as Optis Insurance.
- 15) **Pair and Set** means property forming part of a pair or set and such shall be considered together as one (1) item

- 16) **Period of Insurance** shall mean as stated in the **Schedule**.
- 17) **Policy** means policy wording, **Schedule, Endorsements** and any other documents attached to this **Policy**.
- 18) **Policyholder** means the person(s) or corporate body named in the **Schedule**.
- 19) **Premises** means those **Premises** stated in the **Schedule**.
- 20) **Schedule** means the document showing the **Policyholder's** name, the **Premises**, the **Sums Insured**, the **Period of Insurance** and the sections of this **Policy** which apply.
- 21) **Settlement** means downward movement as a result of the soil being compressed by the weight of the buildings within ten (10) years of construction
- 22) **Specified Events** means Fire, Subterranean Fire, Explosion, Lightning, Thunderbolt, Earthquake, Smoke, Aircraft and other Aerial Devices, Riot, Civil Commotion, Strikes, Labour Disturbances, Malicious Damage or Vandals, Removal (or attempted removal) of **Contents**, Storm or Tempest and Flood, Breakage or Collapse of television and radio receiving aerials, aerial fittings and masts, Escape of water, Leakage of oil, Impact by any road vehicle or animal, Falling trees or parts thereof, **Subsidence, Landslip, or Heave, Damage**.
- 23) **Subsidence** shall mean the downward movement of the ground beneath the buildings other than by **Settlement** .
- 24) **Sum(s) Insured** means the amount specified in the **Schedule**.
- 25) **Terrorism** means an act, including for example the use of force or violence and/or the threat thereof of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological, ethnic or similar purposes including the intention to influence any government and/or to put to the public, or any section of the public, in fear.
- 26) **Unoccupied** shall mean when the **Premises** have not been lived in by the **Policyholder** or a person authorised by the **Policyholder** for more than thirty (30) consecutive days.
- 27) **Wear and Tear** shall mean any reduction in value through age, natural deterioration, ordinary use, depreciation due to use, damage by exposure to the light, lack of maintenance or damage which happens gradually over a period of time. Examples of things that are likely to be affected include; fencing, flat roofs, carpets, flooring and clothing.

General Terms and Conditions

1) Accessibility

Upon request **Optis** can provide braille, audio or large print versions of the **Policy** and the associated documentation. If an alternative format is required, the **Policyholder** should contact **Optis** through whom this **Policy** was arranged.

2) Fair Processing Notice

a) Optis Insurances Ltd

info@optis.ie

For more information about how Optis Insurances Ltd process your personal information, please see Optis Insurances Ltd's full privacy notice at: <https://www.optisweb.com/privacypolicy>

b) Lloyd's Insurance Company S.A

Your personal information notice

Who we are

We are the Lloyd's underwriter(s) identified in the contract of insurance and/or in the certificate of insurance.

The basics

We collect and use relevant information about you to provide you with your insurance cover or the insurance cover that benefits you and to meet our legal obligations.

This information includes details such as your name, address and contact details and any other information that we collect about you in connection with the insurance cover from which you benefit. This information may include more sensitive details such as information about your health and any criminal convictions you may have.

In certain circumstances, we may need your consent to process certain categories of information about you (including sensitive details such as information about your health and any criminal convictions you may have). Where we need your consent, we will ask you for it separately. You do not have to give your consent and you may withdraw your consent at any time. However, if you do not give your consent, or you withdraw your consent, this may affect our ability to provide the insurance cover from which you benefit and may prevent us from providing cover for you or handling your claims.

The way insurance works means that your information may be shared with, and used by, a number of third parties in the insurance sector for example, insurers, agents or brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. We will only disclose your personal information in connection with the insurance cover that we provide and to the extent required or permitted by law.

Other people's details you provide to us

Where you provide us or your agent or broker with details about other people, you must provide this notice to them.

Want more details?

For more information about how we use your personal information please see our full privacy notice(s), which is/are available online on our website(s) or in other formats on request.

Contacting us and your rights

You have rights in relation to the information we hold about you, including the right to access your information. If you wish to exercise your rights, discuss how we use your information or request a copy of our full privacy notice(s), please contact us, or the agent or broker that arranged your insurance who will provide you with our contact details at:

Optis Insurances Limited, Unit 1 Knightsbrook Square, Knightsbrook, Trim Co. Meath.

Tel: 0469481667 Email: info@optis.ie

You have the right to lodge a complaint with the competent data protection authority, but we encourage you to contact us before doing so.

3) Service of Suit for Lloyd's Insurance Company S.A.

Lloyd's Insurance Company S.A. hereby agrees that all summonses, notices or processes requiring to be served upon it for the purpose of instituting any legal proceedings against them in connection with this Insurance shall be properly served if addressed to it and delivered to its care of:

XL Catlin Services SE, UK Branch
20 Gracechurch Street
London
EC3V 0BG
United Kingdom

who in this instance, has authority to accept service on its behalf.

Lloyd's Insurance Company S.A. by giving the above authority does not renounce its right to any special delays or periods of time to which it may be entitled for the service of any such summonses, notices or processes by reason of its residence or domicile in Belgium.

This Service of Suit Clause will not be read to conflict with or override the obligations of the parties to resolve their disputes as provided for in any other clause in this **Policy** and, to the extent required, shall apply to give effect to that process.

4) Third Party Rights

A person who is not a party to this contract of insurance has no right to enforce any term of this contract of insurance but this does not affect any right or remedy of a third party that is available under the Consumer Insurance Contracts Act 2019.

5) Insurance Act 1936

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

6) Stamp Duties Consolidation Act

The appropriate stamp duty has been or will be paid in accordance with the provisions of Section 5 of the Stamp Duties Consolidation Act 1999.

7) Government charges

The first premium includes any such charges.

8) Currency

The currency of all premiums, **Sums Insured**, limits of liabilities and any **Excesses** shown in this **Policy** or **Schedule** or any subsequent renewal notice or **Endorsement** shall be treated as being in Euro.

9) Law and Jurisdiction

The parties are free to choose the law applicable to this **Policy**. Unless specifically agreed to the contrary this **Policy** shall be governed by Irish law and subject to the exclusive jurisdiction of the courts of the Republic of Ireland.

The language of this **Policy** and all communication relating to it will be in English.

10) Cancellation and Cooling-off Period Provisions

a) The **Policyholder's** right to cancel during the Cooling-off period.

The **Policyholder** is entitled to cancel this **Policy** by notifying the **Company** in writing, by email or by telephone through **Optis** within fourteen

(14) business days of either:

- i. the date this **Policy** is received; or
- ii. the start of the **Period of Insurance**; whichever is the later.

A full refund of any premium paid will be made unless the **Policyholder** made a claim in which

case the full annual premium is due.

b) The **Policyholder's** right to cancel after the Cooling-off period

The **Policyholder** is entitled to cancel this **Policy** after the Cooling-off period by notifying the **Company** writing, by email or by telephone through **Optis**. Cancellation will be effective from the date of such notice to cancel. Any return premium due will be calculated as a proportional daily rate depending on how long the **Policy** has been in force unless the **Policyholder** has made a claim in which case the full annual premium is due.

c) The **Company's** right to cancel

The **Company** is entitled to cancel this **Policy**, if there is a valid reason to do so, including for example:

- i. Any failure by the **Policyholder** to pay the premium; or
- ii. A change in risk which means the **Company** can no longer provide the **Policyholder** with insurance cover; or
- iii. Non-cooperation or failure to supply any information or document requested by the **Company**, such as details of a claim;

by giving fourteen (14) business days' notice in writing. Any return of premium due will be calculated at a proportional daily rate depending on how long the **Policy** has been in force unless the **Policyholder** has made a claim in which case the full annual premium is due.

11) Information **Policyholder** has given to the **Company**

In deciding to accept this **Policy** and in setting the terms including premium the **Company** has relied on the information which the **Policyholder** has provided. The **Policyholder** must take care when answering any questions the **Company** ask by ensuring that any information provided is accurate and complete.

If the **Company** establishes that the **Policyholder** fraudulently provided untrue or misleading information then the **Company** will have the right to:

- (i) treat this **Policy** as if it never existed
- (ii) decline all claims; and
- (iii) retain the premium.

If the **Company** establishes that the **Policyholder** negligently provided the **Company** with untrue or misleading information the **Company** has the right to:

- (i) treat this **Policy** as if it never existed, refuse to pay any claim and return the premium paid, if the **Company** would have not have provided the **Policyholder** with cover;
- (ii) treat this **Policy** as if it had been entered into on different terms from those agreed, if the **Company** would have provided cover on different terms;
- (iii) reduce the amount the **Company** pays on any claim in the proportion that the premium paid bears to the premium the **Company** would have charged, if the **Company** would have charged more.

The **Company** will notify the **Policyholder** in writing if (i), (ii) and/or (iii) apply.

If there is no outstanding claims and (ii) and/or (iii) apply, the **Company** has the right to:

- (1) give notice that the **Policy** is being terminated; or
- (2) give notice that the **Company** will treat this **Policy** and any future claim in accordance with (ii) and/or (iii), in which case the **Policyholder** may then give the **Company** notice that it is terminating the **Policy**;

in accordance with the Cancellation and Cooling-Off Period Provisions.

12) Change in Circumstances

The **Policyholder** must tell the **Company** as soon as practicably possible of any change in the information that has been provided to the **Company** by the **Policyholder**, which happened before or during any **Period of Insurance**.

Policyholder must tell the **Company** at least fourteen (14) days before starting any conversions, extensions or other structural work to the **Buildings**.

When the **Company** is notified of any changes or planned structural works, the **Company** will advise the **Policyholder** how this affects the **Policy**. For example, the **Company** may cancel the **Policy** in accordance with the Cancellation and Cooling-off Period Provisions, amend the terms of the **Policy** or require an additional premium. If the **Policyholder** does not inform the **Company** about a change or structural works, it may affect any claim that is made or could result in the insurance being invalid.

13) Fraud

If the **Policyholder**, or anyone acting for the **Policyholder**, makes a fraudulent claim, for example which is fraudulently caused and/or exaggerated and/or supported by a fraudulent statement of other device, the **Company**:

- (a) will not be liable to pay the claim; and
- (b) may recover from the **Policyholder** any sums paid by the **Company** to the **Policyholder** in respect of the claim; and
- (c) may by notice to the **Policyholder** treat the **Policy** as having been terminated with effect from the time of the fraudulent act.

If the **Company** exercises its right under (c) above:

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

14) Sanctions

No insurer shall be deemed to provide cover and no insurer shall 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 that insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

15) Complaints Procedure

The **Company** is dedicated to providing a high quality service and wants to ensure that this is maintained at all times.

If the **Policyholder** has any questions or concerns about the **Policy** or the handling of a claim they should contact **Optis** through whom this **Policy** was arranged.

If the **Policyholder** wishes to make a complaint they can do so at any time by referring the matter to:

Complaints Department
XL Catlin Services SE, UK Branch
20 Gracechurch Street
London
EC3V 0BG
United Kingdom

Telephone Number: +44 (0)20 7743 8487

Email: axaxlukcomplaints@axaxl.com

XL Catlin Services SE acts on **Company's** behalf in the administration of complaints.

The complaint will be acknowledged, in writing, within 5 (five) business days of it being made.

The **Policyholder** will also be informed of the name of one or more individuals that will be their point of contact regarding the **Policyholder's** complaint until the complaint is resolved or cannot be progressed any further. The **Policyholder** will be provided with an update on the progress of the investigation of their complaint, in writing, within 20 (twenty) business days of the complaint being made.

A decision on the **Policyholder's** complaint will be provided to them, in writing, within 40 (forty) business days of the complaint being made.

Should the **Policyholder** remain dissatisfied with the final response or if the **Policyholder** has not received a final response within 40 (forty) business days of the complaint being made, the **Policyholder** may be eligible to refer their complaint to the Financial Services and Pensions Ombudsman (FSPO). The contact details are as follows :

Financial Services and Pensions Ombudsman

Lincoln House
Lincoln Place
Dublin 2
D02 VH29
Ireland

Email: info@fspoi.ie

Telephone Number: +353 1 567 7000

The European Commission also provides an on-line dispute resolution (ODR) platform that allows consumers to submit their complaint through a central site, which will forward the complaint to the right Alternative Dispute Resolution (ADR) scheme. The ADR scheme for Lloyd's Insurance Company S.A. is the Financial Services and Pensions Ombudsman, which can be contacted directly using the contact details above. For more information about ODR please visit <http://ec.europa.eu/odr>

The complaints handling arrangements above are without prejudice to the **Policyholder's** rights in law

16) Insurance Guarantee Schemes

Depending upon where in the EEA the Insured and/or the insured risk is located there may be a local scheme that applies. Where a scheme is available in an EEA member state it may cover only limited types of insurance (e.g. compulsory motor cover) although some jurisdictions have wider schemes. If the Insured any questions, please contact the Insurer.

17) Regulatory Information

a) **Lloyd's Insurance Company S.A.**

Lloyd's Insurance Company S.A. is a Belgian limited liability company (société anonyme / naamloze vennootschap) with its registered office at Bastion Tower, Marsveldplein 5, 1050 Brussels, Belgium and registered with Banque-Carrefour des Entreprises / Kruispuntbank van Ondernemingen under number 682.594.839 RLE (Brussels). It is an insurance company subject to the supervision of the National Bank of Belgium.

Its Firm Reference Number(s) and other details can be found on www.nbb.be.

Website address: www.lloyds.com/brussels

E-mail: enquiries.lloydsbrussels@lloyds.com.

b) XL Catlin Services SE

XL Catlin Services SE acts on behalf of Lloyd's Insurance Company S.A. in connection with this **Policy**. XL Catlin Services SE is a registered insurance intermediary authorised and regulated by the Central Bank of Ireland.

Registered Office 8 St. Stephen's Green, Dublin 2, D02 VK30, Ireland.

Registered in Ireland Number 659610.

c) Optis Insurance Limited

Optis Insurance Limited trading as Optis Insurance is authorised and regulated by the Central Bank of Ireland (Firm Reference No. C47677).

Registered office is Unit 1, Knightsbrook Square, Knightsbrook, Trim, Co. Meath C15 AN81.

Registered in Republic of Ireland No. 450284.

Policyholder can check this information on the Central Bank of Ireland's website at www.centralbank.ie which includes a register of all the firms they regulate

Policy Conditions

Applicable to the whole **Policy**

1) Underinsurance

The **Sum Insured** by each property declared is separately but similarly subject to the following:

If the property insured shall, at the time of **Damage** to such property, be of greater value than the **Sum Insured** the **Company** will reduce any claim payment to reflect this underinsurance and the **Policyholder** shall be considered as being its own insurer for the difference and shall bear a rateable share of the loss accordingly.

2) Limit of Liability

The Liability of the **Company** under this **Policy** shall not exceed:

- a) In respect of **Damage** to the **Premises** such sum as shall be sufficient to make good such **Damage** as may fail to be borne by the **Policyholder**.
- b) In respect of all **Damage** (including any **Damage** to **Premises** as aforesaid) sustained during any one **Period of Insurance** the **Sum Insured** as shown in the relevant section as shown in the **Schedule**.
- c) The Limit of Liability as expressed in the **Schedule** or section.

3) Pair or Set Clause

In the event of **Damage** to any article forming a **Pair or Set**, the **Company** shall not be liable for:

- a) More than the value of the particular part or parts which may be lost or **Damaged** without reference to any special value which such part or parts may have as forming a **Pair or Set**.
- b) The full value of the **Pair or Set** as a unit.

4) Care and Precautions

It is an important condition to the **Company** liability that the **Policyholder** shall:

- a) take all practicable steps for the safety of the property insured.
- b) at all times exercise care that only steady and professional **Employees** are employed.
- c) take all practicable steps to prevent loss, **Damage**, injury and/or liability and to ensure that all **Premises** (including walls, gates, fences and hedges), ways, works, plant, machinery, furniture, fitting and appliances are sound and in proper order and fit for the purpose for which they are used and that all Statutory Enactments, Bye-Laws, or Local Regulations are duly observed and complied with
- d) upon any defect or danger being brought to the **Policyholder's** notice such defect is to be remedied and in the meantime the **Policyholder** shall take such temporary precautions to prevent accidents as the circumstances may require but so far as practicably possible no alteration or repair shall without the consent of the **Company** be made to any **Premises** after any occurrence covered by this **Policy** until the **Company** shall have the opportunity of making an inspection. The **Company** shall have free access to inspect any property and the **Policyholder** shall facilitate the **Company** when requested provided fourteen (14) business days' notice is served to the **Policyholder** prior to the inspection date.

In the event of breach of this condition, the **Company** shall have no liability under this **Policy**, unless the **Policyholder** shows that non-compliance with this condition could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

5) Claims

In the event of any occurrence which may give rise to a claim under this **Policy**:

- e) the **Policyholder** shall notify the **Company** as soon as practicably possible in writing with full particulars.
- f) every letter, claim, writ, summons and process shall be notified and forwarded to the **Company** as soon as practicably possible after receipt.
- g) notice shall also be given to the **Company** as soon as practicably possible after the **Policyholder** shall have the knowledge of any impending prosecution inquest or fatal enquiry in connection with any such occurrences as aforesaid.
- h) no admission offer promise or payment shall be made or given by or on behalf of the **Policyholder/Claimant**

without the written consent of the **Company** which shall be entitled if it so desires to take over and conduct in that person's name the defence, settlement or prosecution for its own benefit of any claim for reimbursement or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the **Policyholder** shall give all such information and assistance as the **Company** may require.

- i) the **Policyholder** shall as soon as practicably possible after such occurrence, at their own expense, deliver to the **Company**:
 - i. a claim in writing containing in particular an account as may be practicable of the several articles or portions of property **Damaged** and of the amount of **Damage** thereto having regard to their value at the time of the **Damage**.
 - ii. details of any other insurances on any property or liability hereby insured.
 - iii. such proofs and information with respect to the claim as may be required with (if demanded).
- j) The **Policyholder** shall, in case of goods stolen or wilfully **Damaged**, inform the Garda Siochana as soon as practicably possible and authorise them to give to the **Company** any information and assistance to which the **Policyholder** may be entitled.

The **Company** and every person authorised by the **Company** may, without thereby incurring any liability and without diminishing the right of the **Company** to rely upon any conditions of this **Policy**, enter the **Building** or **Premises** where the **Damage** has happened. The **Policyholder's** property shall remain theirs at all times, the **Company** will not take ownership of, accept liability for, sell or dispose of any of the **Policyholder's** property unless the **Company** agrees in writing with the **Policyholder** that the **Company** shall do so.

If the **Policyholder** or anyone acting on their behalf shall not comply with the requirements of the **Company** or shall hinder or obstruct the **Company** in doing any of the above mentioned acts, then the **Company** shall be entitled to refuse to pay, or reduce the amount they pay, for any claim under this **Policy**.

6) Other Insurance or Compensation Fund

The **Company**, if at the time a claim arises under this **Policy** there is any other insurance covering the same liability or property lost/**Damaged** shall not be liable to pay or contribute more than its rateable proportion of any such claim. If any other insurance effected by or on behalf of the **Policyholder** is expressed to cover any of the property hereby insured, but is subject to any provision whereby it is excluded from ranking concurrently with this **Policy** either in whole or in part or from contributing rateably to the **Damage**, the liability of the **Company** shall be limited to such proportion of the **Damage** as the sum hereby insured bears to the value of the property.

If at the time any claim arises under this **Policy** there is a Compensation Fund covering the same liability or the same property lost/**Damaged**, the **Company** shall not be liable to make any payment under this **Policy**.

7) Reinstatement by the **Company**

If the **Company** shall elect or become bound to reinstate or replace any property. The **Policyholder** shall at the **Policyholder's** own expense produce and give to the **Company** all such plans, documents, books and information as the **Company** may require. The **Company** shall not be bound to reinstate exactly or completely but only as circumstances permit and in a 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.

Policy Exclusions

Applicable to the whole **Policy**

1) Radioactivity, Sonic Bangs, War and Allied Risks This **Policy** does not cover:

- a) Any legal liability of whatsoever nature or **Damage** to any property whatsoever or any expense whatsoever resulting or arising therefrom or directly occasioned by:
 - i. Ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
 - ii. The radioactive, toxic, explosive or any other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear component thereof;
 - iii. Any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction radioactive force matter;
 - iv. The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter;
 - v. Pressure waves caused by aircraft and other devices travelling at sonic or supersonic speeds nor in the case of livestock in respect of death, injury or **Damage** directly or indirectly occasioned by such pressure waves.
- b) Personal injury, legal liability, **Damage** to property which, at the time of the happening of such **Damage**, is insured by, or would but for the existence of this **Policy**, be insured by any other policy or policies except in respect of any excess beyond the amount which would have been payable under such other policy or policies had this insurance not been effected.
- c) Bodily injury (fatal or non-fatal), liability or **Damage** occasioned by or happening through or in consequence of War, Invasion, Act of Foreign Enemy, Hostilities (whether War be declared or not), Civil War, Rebellion, Revolution, Insurrection, Military or Usurped Power, Riot, Strikes or Labour Disturbances, Civil Commotion, Earthquake, Subterranean Fire, or loot and pillage consequent on or in connection with any such events unless otherwise stated on this **Policy**.

2) Terrorism

This **Policy** excludes loss, **Damage**, cost, or expense whatsoever nature or any legal liability for personal injury to third parties or **Damage** to property belonging to third parties directly or indirectly caused by or resulting from or in connection with:

1. Any act of **Terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss.
2. a) biological **Contamination**
b) missiles, bombs, grenades or explosives due to any act of **Terrorism**.

This condition also excludes loss, **Damage**, cost or expense caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way related to any act of **Terrorism**.

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

3) This **Policy** does not cover any:

(a) Cyber

loss, damage, liability, cost or expense caused deliberately or accidentally by:

- i. the use of or inability to use any application, software, or programme;
- ii. any computer virus;

iii. any computer related hoax relating to i and/or ii above.
However, where a fire or explosion occurs as a result of (a)(i) or (a)(ii) above, we will still cover damage resulting from that fire or explosion.

(b) Electronic Data

loss of or damage to any electronic data (for example files or images) wherever it is stored.

4) This **Policy** does not cover any loss, damage, liability, cost or expense, in any way caused by or resulting from:

- a) infectious or contagious disease;
- b) any fear or threat of a) above; or
- c) any action taken to minimise or prevent the impact of a) above.

Infectious or contagious disease means any disease capable of being transmitted from an infected person, animal or species to another person, animal or species by any means.

This Exclusion is applicable to Section 1 and Section 4.

5) This **Policy** does not cover the **Policyholder** in respect of any claim in any way caused by or resulting from:

- a) Coronavirus disease (COVID-19);
- b) Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2);
- c) any mutation or variation of SARS-CoV-2;
- d) any fear or threat of a), b) or c) above.

This Exclusion is applicable to Section 2 and Section 3.

Section 1 – Guesthouse and Contents

The Cover

The **Company** shall by payment, reinstatement or repair at the **Company's** option reimburse the **Policyholder** in the event of **Damage** to the **Buildings** or **Contents** caused by any of the **Specified Events** occurring during **Period of Insurance** and up to the **Sum Insured** as shown in the **Schedule**, unless otherwise stated in the **Schedule**.

Specified Events

- 1) Fire, Subterranean Fire, Explosion, Lightning, Thunderbolt, Earthquake.
- 2) Smoke but not smog nor any gradually operating cause or process nor agricultural or industrial process.
- 3) Aircraft and other Aerial Devices dropped therefrom.
- 4) Riot, Civil Commotion, Strikes, Labour Disturbances, Malicious Damage or Vandals excluding **Damage** by any person lawfully in the **Building**.
- 5) Removal (or attempted removal) of **Contents** from the **Buildings** by persons not authorised to be on the **Premises**, but excluding:
 - a) **Damage** not involving entry to or exit from the **Buildings** by forcible or violent means whilst the guesthouse or any part thereof is lent, let or sublet or occupied by paying guests;
 - b) when the guesthouse is **Unoccupied**.
- 6) Storm or Tempest and Flood but excluding:
 - a) **Damage** caused by frost, **Subsidence** or **Landslip**.
 - b) **Damage** to fences and gates.
 - c) **Damage** to freestanding television and radio receiving aerials and masts exceeding fifteen (15) metres in height.
- 7) Breakage or collapse of television and radio receiving aerials, aerial fittings and masts, excluding **Damage** to such equipment.
- 8) Escape of water from any fixed water or heating installation or domestic appliance but excluding:
 - a) **Damage** to any fixed water or heating installation or domestic appliance caused by **Wear and Tear**;
 - b) when the guesthouse is **Unoccupied**.
- 9) Leakage of oil from any oil-fired heating installation but excluding when the guesthouse is **Unoccupied** (For the purposes of this contingency only, the definition of **Buildings** is understood to include tarmac drives and pathways immediately around and pertaining thereto).
- 10) Impact with any of the **Buildings** by any road vehicle, or animal except domestic animals belonging to or under the control of the **Policyholder** or the **Policyholder's Family**.
- 11) Falling trees or parts thereof excluding **Damage** caused by the felling or lopping of trees by or on behalf of the **Policyholder**.
- 12) **Subsidence**, **Landslip**, or **Heave** but excluding:
 - a) the first EUR 1,500 of each and every loss;
 - b) **Damage** by riverbank or coastal erosion;
 - c) **Damage** by bedding down of any buildings or the settlement of newly made-up ground;
 - d) **Damage** to permanently installed swimming pools, terraces, drives, footpaths, boundary walls, gates or fences, unless the **Buildings** are also **Damaged** at the same time.

- 13) **Damage** cover to the **Buildings** in addition to the events covered under **Specified Events** 1 to 12 but excluding **Damage**:
- a) caused by **Wear and Tear**, insects, vermin, corrosion, rats, mildew, fungus, any process of heating, drying, alteration or repair, misuse, faulty workmanship, the use of faulty materials, or breakdown;
 - b) caused by chewing, scratching, tearing or fouling by domestic pets;
 - c) which occurs when the guesthouse or any part of the home is lent, let, sub-let or **Unoccupied**.

Section Extensions

This section extends to include below Extensions. All Extensions sub-limits shall be included within the Limit of Liability and not in addition to it. All sub-limits as stated below or elsewhere in this **Policy** shall apply any one occurrence and the applicable **Deductible** shall apply unless stated to the contrary.

1) Underground Services

Damage to underground pipes and cables extending from the guesthouse to the public mains (not exceeding fifteen (15) metres in length).

2) Accidental Breakage of:

- (i) Fixed glass in windows, doors, fanlights and skylights.
- (ii) Fixed washbasins, pedestals, baths, sinks, splashbacks, showertrays, bidets, lavatory pans, cisterns and similar sanitary fixtures.

3) Architects' Surveyors' Consultants' Legal and Other Fees

The Insurance by each item on **Buildings** includes an amount in respect of Architects', Surveyors', Consulting Engineers' Legal and other fees incurred in the reinstatement of the property insured consequent upon its **Damage** but not for preparing any claim. The amount payable for such fees shall not exceed those authorised under the Scale of Professional Charges of the Royal Institute of Architects of Ireland, the Chartered Surveyors Institute, the Association of Consulting Engineers and the Law Society as the case may be, provided that the liability for such **Damage** and fees shall not exceed in the aggregate the **Sum Insured** by the said Section.

4) Transfer of Interest

In the event of the **Policyholder** having contracted to sell their interest in the guesthouse, the Contracting Purchaser who completes the purchase shall have the benefit of the Insurance up to the date of completion of the Contract of Purchase if and so far as the Guest House is not otherwise insured and without prejudice to the rights and liabilities of the **Policyholder** or the **Company**.

5) Additional Expense

The additional expense of alternative accommodation should **Damage** by a **Specified Event** render the guest house uninhabitable but only in respect of the period necessary for their reinstatement and not exceeding 15% of the **Sum Insured** on the **Buildings**.

6) Tenant's Liability for Landlord's Fixtures and Fittings

Damage to the **Buildings** for which the **Policyholder** is liable under written contract caused by **Specified Events** 4 to 9 herein, provided that the cover granted shall not exceed in the aggregate 10% of the **Sum Insured** on the **Contents** as specified in the **Schedule**.

7) Contents Temporarily Removed

Damage to **Contents** (excluding money) whilst they are temporarily removed elsewhere in the Republic of Ireland or the United Kingdom excluding:

- a) **Damage** by Storm or Flood to property not in an enclosed **Building**.
- b) Theft other than:
 - (i) from a bank;
 - (ii) from a **Building** where the **Policyholder** or the **Policyholder's Family** is residing, employed or engaged in **Business**;
- c) Property otherwise insured or removed for sale or exhibition or to a furniture depository.

The **Company's** liability for **Damage** by this extension is limited to 15% of the total **Sum Insured** of the **Contents**.

8) Servants Goods (Not Otherwise Insured)

Damage caused by a **Specified Event** to clothing and personal goods (other than money and/or stamps) of the **Policyholder's** Domestic Servants if and so far as the property is not otherwise insured whilst in the **Policyholder's** guesthouse.

9) Glass Breakage

In respect of the **Contents**, this **Policy** extends to cover accidental breakage of glass furniture tops, ornamental mirrors and fixed glass in furniture but excludes glass in pictures, clocks and similar articles and glass ordinarily carried by hand.

This Extension does not apply where the guesthouse is **Unoccupied**.

10) Door Locks Replacement

The cost of replacing external door locks in the guesthouse only referred to in the **Schedule** (locks to all Domestic Outbuildings, Garages and Gates are excluded) where the keys of such locks have been stolen following a break-in at the guesthouse.

The maximum amount payable under this Extension shall not exceed EUR 2,000 any one (1) loss.

11) Unauthorised Use of Credit Cards

Financial loss incurred by the **Policyholder** or the **Policyholder's Family** resulting from the unauthorised use of personal cheques or any credit, bankers or cash dispenser cards which have been stolen from the guesthouse referred to in the **Schedule** provided that the **Policyholder** shall notify the appropriate issuing house within 24 hours of the discovery of the loss.

The maximum amount payable under this Extension shall not exceed EUR 650 any one (1) loss.

12) Food In Freezer

Damage to food in freezer caused by a rise or fall in temperature provided the **Damage** does not arise from a deliberate act of the **Policyholder** or any power supply authority or the withholding or restricting of power by such authority and provided the freezer is not more than ten (10) years old.

The maximum amount payable under this Extension shall not exceed EUR 5,000 any one (1) loss.

13) Property in the Open

Damage to property in the open caused by stealing or attempted stealing whilst on the **Premises**. The maximum amount payable under this Extension shall not exceed EUR 650 any one (1) loss.

14) Electrical Goods

Damage to television sets, audio, video and home computer equipment while they are in the private dwelling portion of the guesthouse, excluding:

- a) damage by **Wear and Tear**;
- b) damage by electrical or mechanical breakdown or misuse;
- c) damage caused during any process of cleaning, maintenance, repair or dismantling
- d) damage to records, tapes, cassettes, discs, software;

The maximum amount payable under this Extension shall not exceed EUR 1,300 any one (1) loss.

15) Title Deeds

The cost of preparing new Title Deeds to the **Premises** if they are lost or **Damaged** by any **Specified Event** while in the guesthouse or in a bank for safe-keeping up to a limit of EUR 1,000.

16) Landscaped Gardens

The costs and expenses incurred by the **Policyholder** with the consent of the **Company** in making good **Damage** to landscaped gardens and grounds caused by the emergency services in the course of combating or reducing **Damage** from the **Specified Events** to the **Building** or **Contents**.

The maximum amount payable under this Extension shall not exceed EUR 10,000 in the **Period of Insurance**.

17) Metered Water

The unit cost of metered water calculated at the current rate per cubic metre consumed as a direct result of **Damage** from the **Specified Events** to any tank apparatus or pipe not being automatic sprinkler installations in the **Buildings**.

The maximum amount payable under this Extension shall not exceed EUR 10,000 any one (1) loss.

18) Trace and Access

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.

The maximum amount payable under this extension shall not exceed EUR 10,000 any one (1) loss.

19) Fire Brigade Charges

Fire brigade attendance charges as may be levied by the Local Authorities in dealing with any Fire which results in a claim under this Section.

The maximum amount payable under this Extension shall not exceed EUR 10,000 any one (1) loss.

20) Loss of Income

Loss of trading profit in the event of loss of income following **Damage** to the property insured by a **Specified Event**.

The maximum amount payable under this Extension shall not exceed the amount stated in the **Schedule**.

21) Public Authorities

The additional cost of reinstatement of **Damaged Buildings** insured as may be incurred solely by reason of the necessity to comply with the buildings or other regulations under or framed in pursuance of any Act of the Oireachtas or with Bye-Laws of any Municipal or Local Authority provided that:

1. The amount recoverable shall not include:

a) The cost incurred in complying with any of the aforesaid Regulations and Bye-Laws:

i) in respect of **Damage** occurring prior to the inception of this Section Extension;

ii) in respect of **Damage** not insured by this Section;

iii) under which notice has been served upon the **Policyholder** prior to the happening of the **Damage**;

iv) in respect of undamaged property or undamaged portions of property other than foundations (unless specifically excluded) of that portion of the property **Damaged**.

b) The additional cost that would have been required to make good the property **Damaged** to a condition equal to its condition when new had the necessity to comply with any regulation or bye-law not arisen.

c) The amount of any rate, tax, duty, development or other charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner thereof by reason of compliance with any of the aforementioned regulations or bye-laws.

2. The work of reinstatement must be commenced and carried out without undue delay and may be carried out wholly or partially upon another site (if the aforesaid Regulations or Bye-Laws so necessitate) subject to the liability of the **Company** under the extension not being thereby increased.

3. If the liability of the **Company** under this Section apart from this Extension shall be reduced by the application of any of the terms and conditions of the **Policy**, then the liability of the **Company** under this Extension (in respect of any such item) shall be reduced in like proportion.

4. The total amount recoverable under any item of the Section shall not exceed the **Sum Insured**.

5. All the conditions of the **Policy** except in so far as they may be expressly varied shall apply as if they have been incorporated herein.

22) Removal of Debris

Costs and expenses necessarily incurred by the **Policyholder** with the consent of the **Company** in:

- a) Removing debris
- b) Dismantling and/or demolishing
- c) Shoring-up or propping

of any portion or portions of the **Buildings** insured **Damaged** by a **Specified Event**. The limit of liability under this Extension shall in no case exceed the **Sum Insured**.

Section Conditions

1) Excess

The **Excesses** applicable to this Section are:

- a) EUR 1,500 each and every claim in respect of **Subsidence**
- b) EUR 500 each and every claim in respect of water damage (arising from Storm or Flood or Escape of Water or **Damage** if Applicable)
- c) EUR 250 each and every claim for any other loss except where otherwise agreed under the terms and conditions of this **Policy**.

2) Automatic Reinstatement of Loss

In consideration of the **Sum Insured** by any item not being reduced by the amount of any loss the **Policyholder** shall pay the additional premium on the amount of such loss from the date thereof to the date of expiry of the **Period of Insurance**.

3) Basis of Settlement of Claims

It is agreed that except for articles of wearing apparel and household linen, any claim admitted will be settled without deduction for **Wear and Tear** provided that:

- a) the **Sums Insured** represent the replacement cost of the **Contents** and/or the cost of reconstruction of the **Buildings** in the same size and condition as new
- b) the **Buildings** have been maintained in good repair and in the case of **Buildings** only:
- c) reinstatement is carried out without due delay
- d) no payment shall be made until reinstatement has taken place.

4) Single Article Limit

No one (1) article (furniture, pianos, radio and television sets, refrigerators and similar household appliances excepted) shall be deemed of greater value than EUR 1,500 **Sum Insured** on **Contents** unless specifically insured as a separate item.

5) Limit for Valuables

The total value of articles of platinum, gold, silver or other precious metal, jewellery and fur shall be deemed not to exceed one third of the **Sum Insured** on **Contents** as described unless specifically agreed herein.

6) Smoke Detector Condition

It is an important condition to the **Company's** liability under this **Policy** that smoke detectors must be fitted in each room of the guesthouse.

In the event of breach of this condition, **Company** shall have no liability under this **Policy**, unless the **Policyholder** shows that non-compliance with this condition could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

7) Minimum Security Condition

It is an important condition to the **Company** liability that **Policyholder** must ensure that the following security protections are fitted:

- a) Final exit doors must be secured by a mortice deadlock with at least five (5) levers or by multi-point locking system with either a lever or built-in deadlocking cylinder.
- b) All other doors must be secured by a mortice deadlock or by multi-point locking system with either a lever or built-in deadlocking cylinder or key-operated security bolts fitted internally to the top and bottom.
- c) All opening sections of the basement, ground floor and easily accessible windows, fanlights and skylights to the **Buildings** are secured by key-operated window locks.

In the event of breach of this condition, **Company** shall have no liability under this **Policy**, unless the **Policyholder** shows that non-compliance with this condition could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

8) Chimney Condition

If solid fuel stove(s) and/or open fire(s) are present at the **Premises**, it is an important condition to the **Company's** liability under this **Policy** that all chimney(s) and/or flue(s) to the solid fuel stove(s) and/or open fire(s) are:

- a) Kept in a good state of repair
- b) Cleaned by a professional chimney sweep at least once every twelve (12) consecutive months (including the time period prior to the commencement of this **Policy**)

If the chimney(s) and/or flue(s) have not been cleaned within the last twelve (12) consecutive months prior to the commencement date of this **Policy**, the **Company** will allow fourteen (14) days from the inception date of this **Policy** for the **Policyholder** to carry this out.

In the event of breach of this condition, **Company** shall have no liability under this **Policy**, unless the **Policyholder** shows that non-compliance with this condition could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

Section Exclusions

1. This **Policy** does not cover property more specifically insured or unless specifically mentioned: deeds, bonds, Bills of Exchange, promissory notes, cheques, securities for money, stamp collections, documents of any kind, manuscripts, medals and coins, motor vehicles (other than ride-on lawn mowers up to a value of EUR 6,500), caravans and accessories or livestock.

Section 2 – Public Liability

The Cover

The **Company** will reimburse the **Policyholder** against all sums for which the **Policyholder** shall in the course of the **Business** become legally liable to pay as compensation in respect of:-

- a) **Damage** to material property
- b) **Accidental** bodily injury (or illness) to any person

happening during the **Period of Insurance** in the Republic of Ireland, Northern Ireland, Great Britain, Channel Islands or the Isle of Man, or elsewhere in the world wherever Directors and/or Non-Manual **Employees** of the **Policyholder** normally resident in Republic of Ireland or Northern Ireland are or have been engaged in **Business**.

Provided that:

- i) any action for damages is brought against the **Policyholder** in a Court of Law within Republic of Ireland, Northern Ireland, Great Britain, the Channel Islands, or the Isle of Man;
- ii) the liability of the **Company** for damages to any claimant or any number of claimants in respect of or arising out of any one (1) occurrence or all occurrences of a series consequent on or attributable to one source or original cause shall not exceed the Limit of Liability stated in the **Schedule**;
- iii) liability of the **Company** for all claims for **Damage** to land, property or buildings caused by the removal or weakening of support shall not exceed EUR 100,000 in any **Period of Insurance**.

The **Company** will in addition be responsible for all costs and expenses incurred with the written consent of the **Company**.

In the event of the death of the **Policyholder** the **Company** will in respect of liability incurred by the **Policyholder** reimburse the **Policyholder's** legal personal representatives in the terms of and subject to the limitations of this **Policy** provided that such legal personal representatives shall as though they were the **Policyholder** observe, fulfil and be subject to the terms and conditions of this **Policy** so far as they can apply.

Section Extensions

This section extends to include below Extensions. All Extensions sub-limits shall be included within the Limit of Liability and not in addition to it and the applicable **Deductible** shall apply unless stated to the contrary:.

1) Personal Liability

This section extends to include liability arising out of the **Policyholder's** occupancy of the private dwelling portion of the **Premises** or cause by the fault or negligence of the **Policyholder** in a private capacity.

2) Additional Insured Parties

The **Company** subject to the terms and conditions of this **Policy** will in respect of compensation for legal liability arising under this section reimburse:

- a) the Officers, Committees and members of the canteen social sports and welfare organisations in their respective capacities as such which the **Policyholder** has provided for the benefit of **Employees** and the **Business** shall be treated as including such activities;
- b) any Director, Partner or **Employee** of the **Policyholder** whilst engaged in the **Business** if the **Policyholder** so requests;
- c) the **Policyholder** and/or any Director or Senior Executive (including Committee Members) of the **Policyholder** where such injury (or illness) and/or **Damage** occurs during the actual progress of private work undertaken by the **Policyholder's Employees** for any of the said persons provided that such persons shall observe fulfil and be subject to the terms of the **Policy** so far as they can apply.

3) Guests Property

The **Company** agrees to reimburse the **Policyholder** against all sums for which the **Policyholder** shall in the course of the **Business** become legally liable (Liability under contract excepted) to pay as compensation for:

- a) **Damage** to property (other than motor vehicles and contents thereof) belonging to guests at the **Policyholder's Premises** up to a sum not exceeding:
 - i) for any one (1) article (including cash) EUR 500
 - ii) for any one (1) guest EUR 1,500
- b) **Damage** to motor vehicles at the **Policyholder's Premises** by fire or theft or accidental means up to a sum not exceeding:
 - i) for any one (1) vehicle EUR 30,000
 - ii) for any one (1) event irrespective of the number of vehicles involved EUR 65,000
 provided that the **Company** shall not be liable for:-
 - i) the first EUR 100 of any claim;
 - ii) **Damage** to motor vehicle accessories by theft unless the motor vehicle is stolen at the same time;
 - iii) **Damage** arising whilst any motor vehicle is being driven by the **Policyholder** or their **Employees**.

Section Conditions

1) Discharge of Liability

If the **Company** shall offer to pay the **Policyholder** the full amount of the **Company's** liability for any bodily injury (or illness) or disease according to the terms of this section it shall not be bound to defend any action or be liable for any costs or expenses which the **Policyholder** may incur in defending such action.

Section Exclusions

This section shall not apply to or include:

- 1) Liability in respect of bodily injury or illness or **Damage** to property caused by, arising from, or in connection with:
 - a) Explosion or collapse of any steam pressure vessels (which is deemed not to include reference to tea and coffee making boiler equipment and similar vessels) the property of the **Policyholder** or for the maintenance of which the **Policyholder** is responsible but this exclusion shall not apply provided that the vessels shall have been inspected as required by statutory regulations;
 - b) Any passenger lift, elevator or escalator but this exclusion shall not apply provided that these items shall have been inspected as required by statutory regulations;
 - c) Goods sold or supplied (excepting liability for foreign or deleterious matter in food or drink supplied by the **Policyholder**) or goods which have been repaired, altered, serviced, installed or treated by or on behalf of the **Policyholder**;
 - d) Remedial or professional or other advice (other than medical first aid, fire and ambulance services) given or admitted or administered by the **Policyholder** the **Policyholder's Family** or any person in the service of the **Policyholder**;
 - e) Defective design or formula of any goods;
 - f) Contracts imperfectly, inefficiently or improperly fulfilled;
 - g) Ownership or possession or use or driving by or on behalf of the **Policyholder** of any mechanically propelled vehicle or any water or airborne vessel or craft unless otherwise agreed by the **Company** but this exclusion shall not operate in respect of liability for injury or **Damage** occasioned beyond the limits of the carriageway or thoroughfare in connection with the bringing of a load to or the removal of a load from any mechanically propelled vehicle or vessel owned by or under the control of the **Policyholder**.
- 2) Liability in respect of injury or disease to:
 - i. Any person under a contract of service or apprenticeship with the **Policyholder** arising out of or in the course of such service or apprenticeship.
 - ii. Any person who is a member of the **Policyholder's Family** or household.
- 3) Liability in respect of **Damage** to or defect in property being that part of any goods or land or building or structure on which the **Policyholder** or any servant or agent of the **Policyholder** is or has been working.

- 4) Liability in respect of **Damage** to property belonging or held in trust by or in the custody or control of the **Policyholder** or of any servant or agent of the **Policyholder** or members of the **Policyholder's Family** but this exclusion shall not apply to **Employee's** effects.
- 5) Liability assumed by the **Policyholder** by agreement unless such activity would have attached despite such agreement.
- 6) Liability in connection with any work of construction, reconstruction, structural alteration, demolition or extension to any building or other structure unless otherwise agreed in advance in writing by the **Company**.
- 7) Liability arising out of pollution or **Contamination** of any building or other structure or of water or land or the atmosphere unless caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific moment in time and place during the **Period of Insurance** provided that:
 - a) All pollution or **Contamination** which arises out of one incident shall be treated as having occurred at the time such incident takes place;
 - b) The liability of the **Company** for all damages payable arising out of pollution or **Contamination** which is treated as having occurred during any one **Period of Insurance** shall not exceed in the aggregate EUR2,600,000 inclusive of all costs, legal fees and other expenses.
- 8) Any action to enforce a judgement against the **Policyholder** granted in the Courts of any country outside Republic of Ireland, Northern Ireland, Great Britain, the Channel Islands or the Isle of Man.
- 9) Liability caused or arising from:

The manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use of or exposure to asbestos or material or products containing asbestos whether or not there is another cause of **Damage** which may have contributed concurrently or in any sequence to such liability. Provided that:

 - a) In respect of liability for **Damage** to material property, only that part of any such **Damage** which is directly or indirectly arising out of or resulting from the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use of or exposure to asbestos is excluded by the foregoing.
 - b) In respect of liability for injury, only that part of any such injury which is directly or indirectly arising out of or resulting from the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use of or exposure to asbestos is excluded by the foregoing.
- 10) **Damage** or liability which is arising out of or contributed to or by exposure to magnetic electric or electromagnetic fields or radiation however caused or generated.

Section 3 – Employers’ Liability

The Cover

The **Company** will reimburse the **Policyholder** against liability at law for damages and claimant’s costs and expenses in respect of bodily injury or disease sustained by an **Employee** while employed in or temporarily outside the Republic of Ireland during the **Period of Insurance** and arising out of and in the course of their employment by the **Policyholder** in the **Business**.

In addition the **Company** will reimburse the **Policyholder** for costs and expenses incurred by the **Policyholder** with the written consent of the **Company**.

Provided that:

- 1) The total liability of the **Company** for this Section for all payments:
 - a) In respect of or arising out of any one occurrence in respect of or arising out of all occurrences of a series consequent on or attributable to one source or original cause shall not exceed the Limit of Liability 1 stated in the **Schedule**.
 - b) during any one **Period of Insurance** shall not exceed in the aggregate the Limit of Liability 2 specified in the **Schedule**.
- 2) If the **Company** shall offer to pay the **Policyholder** the full amount of the **Company’s** liability for any bodily injury (or illness) or disease according to the terms of this Section it shall not be bound to defend any action or be liable for any costs or expenses which the **Policyholder** may incur in defending such action.

Provided further that in respect of bodily injury or disease sustained by the **Employee** while temporarily employed outside the Republic of Ireland the action for damages is brought against the **Policyholder** in a Court of Law in the Republic of Ireland.

Section Extensions

This section extends to include:

1) Defence Costs and Expenses

Solicitor’s fees incurred with the written consent of the **Company** for representation of the **Policyholder** at proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of a statutory duty resulting in bodily injury or disease which may be the subject of cover under this section.

2) Policyholder’s Death

In the event of the death of the **Policyholder** the **Company** will reimburse the **Policyholder’s** personal representatives in the terms of this section in respect of liability incurred by the **Policyholder** provided that such personal representatives shall as though they were the **Policyholder** observe fulfil and be subject to the terms and conditions of this **Policy** including this section in so far as they can apply.

All Extensions sub-limits shall be included within the total Limit of Liability and not in addition to it.

Section Conditions

1) Premium Adjustment

The first premium and all renewal premiums that may be accepted are to be regulated by the amount of wages paid during each **Period of Insurance**. The name of every **Employee** together with the amount of wages salary and other earnings shall be properly recorded and the **Policyholder** shall at all times allow the **Company** to inspect such records and shall supply the **Company** with a corrected audited account of all such wages, salaries and other earnings paid during the **Period of Insurance** within one (1) month from the expiry date of such **Period of Insurance**. If the amount so paid shall differ from the amount on which the premium has been paid shall be

met by a further proportionate payment to the **Company** or by a refund by the **Company** as the case may be. The estimated amount of wages salaries and other earnings on which the premium based provisionally is shown on the **Schedule**.

Section Exclusions

- 1) The **Company**, unless otherwise agreed in writing, shall not be liable by virtue of this section for any injury or disease caused by arising from traceable to or in connection with:
 - a) i) the discharge of any missile (including liquids or gas); or
 - ii) the use of any weapon explosive or other noxious thing; or
 - iii) the doing of any other injurious act either by a belligerent or in combatting a belligerent or in repelling an imagined attack by a belligerent;or
 - b) the impact on any person or property of any belligerent aircraft or any aircraft used to combat a belligerent or to repel an imagined attack by a belligerent or any part or anything dropped from any such aircraft.

The term belligerent includes any State or Nation engaged in hostilities whether with the Republic of Ireland or not whether war has been declared or not and any person or body acting on behalf of a belligerent.

- 2) This **Policy** will not provide reimbursement in respect of liability or **Damage** arising in connection with any work of construction, reconstruction, structural alteration, demolition or extension to any building or other structure unless otherwise agreed in writing by the **Company**.

Section 4 – All Risks

The Cover

The **Company** agrees to reimburse the **Policyholder** in respect of **Damage** to property as shown in the **Schedule** occurring within the Republic of Ireland or the United Kingdom during the **Period of Insurance** and elsewhere in the world for a period of sixty (60) days during the **Period of Insurance** provided always that liability of the **Company** under this section shall not exceed:-

- a) In respect of any item in the **Schedule** hereto the sum set opposite thereto.
- b) In respect of all **Damage** sustained during any one **Period of Insurance** the total **Sum Insured**.
- c) The maximum **Sum Insured** for one article shall not exceed EUR 1,500 unless otherwise stated in the **Schedule**.

Section Conditions

1) Claims (Action by the **Policyholder**)

Upon the happening of any event giving rise to or likely to give rise to a claim under this section the **Policyholder** shall take all practicable steps to assist police authority in discovering the guilty person or persons, if any, and recovering the property lost.

2) Evidence of Loss

In the event of a claim for **Damage** the **Policyholder** must afford such evidence as shall satisfy the **Company** that the property in respect of which a claim is made has been actually lost and is not merely mislaid or missing.

3) Excess

The **Excesses** applicable to this Section is:
EUR 250 each and every claim.

Section Exclusions

This section shall not apply to or include:

- 1) damage due to theft or attempted theft in which any member of the **Policyholder's Family** is concerned as principal or accessory.
- 2) damage by confiscation, destruction, requisition or detention by Customs or other Officials or Authorities.
- 3) breakage of glass or articles of a brittle nature (other than jewellery), damage caused by overwinding, denting or internal damage of watches or clocks (other than damage caused by fire or thieves).
- 4) damage arising from moth, mildew, **Wear and Tear**, mechanical or electrical breakdown, inherent defect, or the actual process of cleaning, dyeing, restoring or altering of any articles.