



LOGISTICS PACKAGE
INSURANCE POLICY DOCUMENT (ROI)

N|B|S
Ireland

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Logistics Package Cover

Your 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

Fair Presentation

1. Before this insurance contract is entered into, the Insured must make a fair presentation of the risk to the Insurer, in accordance with Section 3 of the Insurance Act 2015. 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 expect 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 fair presentation

1. If, prior to entering into this insurance contract, the Insured shall breach the duty of fair presentation, the remedies available to the Insurer are set out below.
 - a) If the Insured's breach of the duty of fair presentation is deliberate or reckless:
 - 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 fair presentation is not deliberate or reckless, the Insurer's remedy shall depend upon what the Insurer would have done if the Insured had complied with the duty of fair 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 require.
 - 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 $X = (\text{premium actually charged} / \text{higher premium}) \times 100$.

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 (14) 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 fail to notify the Insurer that information the Insured has provided is inaccurate, or the Insured fail 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.

DEFINITIONS

Applicable to all parts of this Policy

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

- a) the ownership repair and maintenance of the **Premises**
- b) the provision of first aid but excluding any first aid provided by any qualified medical practitioner or nurse
- c) private work undertaken by the **Insured's Employees** with the consent of the **Insured** for any director partner or senior official of the **Insured**
- d) the provision and management of canteen sports social and welfare organisations by the **Insured** for the benefit of the **Insured's Employees**

Business Hours – The period during which the **Premises** are actually occupied by the **Insured** and/or their **Employees** for **Business** purposes

Computer – All equipment 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 belonging to the **Insured** or leased hired or rented to the **Insured** and for which the **Insured** is legally responsible

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**

Contents – The Contents of the **Buildings** used in connection with the **Business** belonging to the **Insured** or for which the **Insured** is legally responsible including

- a) patterns models moulds plans and designs
- b) documents manuscripts and business books for their value as stationery and materials and the cost of labour expended in writing up and/or reinstatement thereof or restoration if more economical subject to a maximum of €5,000 for any one loss
- c) paintings or other works of art subject to a maximum of €500 for any one loss
- d) directors' partners' or **Employees**' personal effects clothing pedal cycles and tools unless otherwise insured subject to a maximum of €1,000 per person for any one loss

but excluding any other **Property** more specifically insured

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

DEFINITIONS CONTINUED

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

Domestic Contents – comprising household goods within the Premises including audio and visual equipment clothing luggage sports equipment (excluding antiques works of art jewellery gold and silver articles watches cups trophies furs and pedal cycles) belonging to the Insured or their resident manager or any of their family permanently residing with them

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

Gross Profit – The amount by which the sum of the **Turnover** and the amount of the closing **Stock** shall exceed the sum of the amount of the opening **Stock** and the amount of the **Specified Working Expenses**

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

Increased Cost of Working – The additional expenditure incurred with the prior written consent of the **Insurer** for the sole purpose of avoiding or diminishing the reduction in **Gross Revenue** which but for that expenditure would have taken place during the **Indemnity Period**

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 mental injury, mental anguish, shock 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

Intruder Alarm System – All the component parts of the alarm and including devices used to transmit or receive signals

Keyholder – The **Insured** or any person or company authorised by the **Insured** who has been fully trained in the operation of the **Intruder Alarm System** including but not limited to the setting and unsetting of the system and is available at all times to accept notification of faults or alarm signals relating to the **Intruder Alarm System** and to attend and allow access to the **Premises**

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

Loss of Limbs or Eyes – Physical Injury which solely and directly results in

- a) total loss or permanent and total loss of use of one or more limbs or
- b) total and irrecoverable loss of all sight in one or both eyes

DEFINITIONS CONTINUED

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 VAT purchase invoices held in connection with the **Business** belonging to the **Insured** or for which the **Insured** is legally liable

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

Outstanding Debit Balances – The total amount of the Outstanding Debit Balances in customers' credit accounts including hire purchase and credit sales accounts at the date of the **Damage** adjusted for bad debts

Permanent Total Disablement – Physical Injury not resulting in death or **Loss of Limbs or Eyes** which results in the permanent inability of the **Insured** or **Employee** to engage in any gainful employment

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

Physical Injury – Bodily injury by external violent and visible means sustained by the **Insured** or **Employee** in the course of the **Business** where such injury arises directly from assault during a theft or attempted theft of the **Money** and/or **Non-Negotiable Money** and/or **Property** involving forcible and violent means or an actual or threatened hold up

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 **you** 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** in connection with the **Business**

DEFINITIONS CONTINUED

Property

- a) **Buildings Tenants' Improvements Contents Computers Computer Records Stock Domestic 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 or
- b) in respect of Section 3 of the Policy **Covered Equipment Computer Equipment** and such other items to which cover is expressly extended in Section 3 of the Policy

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

Rate of Gross Profit –

For the purpose of a new business that has not yet been trading 12 months

The Rate of Gross Profit earned on the **Turnover** during the period between the date of commencement of the

Business and the date of the **Damage**

For all other businesses

The Rate of Gross Profit earned on the **Turnover** during the financial year immediately before the date of the **Damage**

Rent – The money paid or payable by the **Insured** for accommodation and services provided (including service charges unless excluded by Endorsement) at the **Premises**

Safe/Strongroom – An item being of substantial construction with key and /or combination locks and manufactured for the secure storage of **Money** or **Non-Negotiable Money**

This does not include cash boxes tills filing cabinets or any item constructed of sheet metal whether lockable or not

Solicitors' Fees – Solicitors' Fees 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 4 and 5

Specified Working Expenses – The total of

- a) purchases less discounts received
- b) discounts allowed
- c) carriage freight and packaging and
- d) bad debts

during the period immediately before the date of the **Damage** which corresponds with the **Indemnity Period**

Standard Turnover –

For the purpose of a new business that has not yet been trading 12 months

The proportional equivalent for a period equal to the **Indemnity Period** of the **Turnover** realised during the period between the commencement of the **Business** and the date of the **Damage**

For all other businesses

The **Turnover** during the period immediately before the date of the **Damage** which corresponds with the **Indemnity Period**

Stock – Stock and materials in trade including raw materials work in progress finished goods the property of the **Insured**

Temporary Total Disablement – Physical Injury which results in the temporary inability of the **Insured** or **Employee** to engage in any gainful employment

Tenants' Improvements – All improvements alterations and decorations effected by or on behalf of the **Insured** as occupier of the **Premises**

Territorial Limits – Republic of Ireland . Under the liability sections this is extended to Great Britain Northern Ireland the Isle of Man or the Channel Islands , European Union and Switzerland

DEFINITIONS CONTINUED

Terrorism – an act

- whether involving violence or the use of force or not
- or the threat or the preparation thereof , of any person or group(s) of persons
- whether acting alone or on the behalf of or in connection with any organisation(s) or government(s)

which is designed to , or does

- intimidate or influence a de jure or de facto government or the public or a section of the public or
- disrupt any segment of the economy and from its nature or context is done in connection with political , social , religious , ideological or similar causes or objectives

Turnover – The money paid or payable to the **Insured** for **Products Supplied** and services rendered in the course of the **Business**

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

Vehicle – A mechanically driven conveyance with or without attached trailers for conveying the **Goods**

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

If the Insured makes a fraudulent claim under this Policy, the Insurer:

- i) Is not liable to pay the claim; and
- ii) May recover from the Insured any sums paid by the Insurer to the Insured in respect of the claim; 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

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

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

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.

However this Policy shall not be invalidated if the **Insured** has contracted workmen for the purpose of minor repairs decorating cosmetic works including periodical maintenance at the **Premises**, but any works to the value of 5% of the current Material Damage sum insured or £10,000 whichever is the least, or of a structural 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.

Upon being notified of any such alteration, the **Insurer** may, at its absolute discretion:

- a) continue to provide cover under this Policy on the same terms
- b) restrict the cover provided under this Policy
- c) impose additional terms
- d) alter the premium
- e) cancel the policy

GENERAL CONDITIONS CONTINUED

4) Payment of Premium

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

each instalment shall be paid when due or

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

5) Cancellation

- a) Cancellation by the **Insured**

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 before the inception date or 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 these circumstances no return of premium will be made

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 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 these 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 General 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 insurance 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 10 days' notice in writing by letter to the **Insured** at the **Insured's** last known address or to their insurance agent

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

GENERAL CONDITIONS CONTINUED

- 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 Fair 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** have not complied with the **Insurer's** acceptance criteria nor with the timely completion of any risk improvements as detailed in General Condition 10) 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

The insurance will end immediately the 10 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 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**

7) Choice of Law

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 Republic of Ireland courts

8) Observance of Terms

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

9) Legal Representatives

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

10) Subject to Survey

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 & Business** or if during the Period of Insurance 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

GENERAL CONDITIONS CONTINUED

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

11) Limit of Indemnity

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

12) Third Party Rights

A person or company who is not a party to the Policy has no right under the Contracts (Rights of Third Parties) Act 1999 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**

13) Insured's Contribution

Where stated in the Schedule or in the Policy the **Insurer** shall not be liable for the excess as stated in the schedule or for any lesser amount of each and every claim, when requested, including all costs & expenses associated with the investigation & the handling of the claim and it is a condition precedent to our liability under this policy that you must immediately pay us such an amount or part of when so requested

GENERAL EXCLUSIONS

This Policy does not cover

1) War Government Action Radioactive Contamination and Sonic Bangs

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 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

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

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 recognise correctly any date as its true calendar date
- ii. to capture save or retain and/or correctly to manipulate interpret or process any data or information or 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

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

Any losses whatsoever directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from

- a) the alteration modification distortion corruption of or damage to any computer or other equipment or component or 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 corruption of data processed by any such computer or other equipment or component or system or item

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

6) Illegal Deliberate and Criminal Activities

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 by the **Insured**
- b) deliberate or criminal acts by the **Insured**

7) Sanctions

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) Micro-organism Clause

Damage or **Consequential Loss** of whatsoever nature or liability directly or indirectly arising out of or relating to mould, mildew, fungus, spores or other microorganism of any type, nature, or description, including but not limited to any substance whose presence poses an actual or potential threat to human health

9) Electronic Data

- (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.

GENERAL EXCLUSIONS CONTINUED

- 10) Chemical and Biological
Damage or **Consequential Loss** of whatsoever nature or liability directly or indirectly caused by, resulting from or in connection with the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.
- 11) Asbestos
Damage or **Consequential Loss** of whatsoever nature or liability or any 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
Damage or **Consequential Loss** of whatsoever nature or liability for any loss or damage that is not directly associated with the incident that caused you to claim.
- 13) Existing Damage
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
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.
- 15) Pyrite exclusion
This Policy does not cover any claim hereunder of whatsoever nature or any fees and costs, legal or otherwise, directly or indirectly arising out of the presence or alleged presence of pyrite, bravoite, cattierite or vaesite within the confines of the Premises.
- 16) General haulage exclusions
Underwriters shall have no liability under this Policy to provide any indemnity or benefit for any legal liability directly or indirectly resulting from or in connection with the following:
- (1) Injury or damage caused by the wrongful delivery or the contamination in transit of any load
 - (2) Injury or damage caused by the haulage of hazardous goods defined as follows:
 - a) Underwriters shall have no liability under this policy to provide any indemnity or benefit for any legal liability directly or indirectly resulting from the collection and/or processing of toxic, notifiable or dangerous waste and/or clinical waste, as defined in the Waste Management Act 1996.
 - b) Underwriters shall have no liability under this policy to provide any indemnity or benefit for any legal liability directly or indirectly resulting from collection and/or processing of any hazardous goods requiring special labelling by law.
- For the purpose of (2) a) and b) above, the carriage of Coca Cola Concentrate is not excluded under this endorsement. For the purpose of (2) b) above, hazardous goods for the purpose of this endorsement does not include carriage of hazardous goods on an incidental basis as part of a groupage load, where carriage of these goods do not require the driver to hold an ADR Training Certificate.
- (3) Loss of or damage to any goods or their packaging or containers shipped or forwarded by or on behalf of the Insured.
 - (4) the transportation of any hazardous goods by road tankers
 - (5) the transportation of live animals
 - (6) Loss or Damage to Goods in the Care Custody & Control of the Insured

GENERAL EXCLUSIONS CONTINUED

17 Virus, Disease and Pandemic Exclusion (not applicable to Employers' Liability Section)

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; and
 - f) any fear or anticipation of a), b), c), d) or e) above,
- regardless of any other cause or event contributing concurrently or in any other sequence thereto.

18 Pollution:

as defined in the General Definitions other than Pollution resulting in Damage to property insured by this Policy or interruption of or interference with the Business not otherwise excluded caused by any of the following perils:

Fire, Explosion, Aircraft, Earthquake, Riot, Malicious Damage, Storm or Flood, Escape of Water, Impact, Sprinkler Leakage, Theft or Subsidence all as defined in Section 1- Material Damage.

19. Claims for or arising from nervous shock mental anguish or illness stress or any other psychological condition unless the condition complained of is accompanied by and arises directly from actual physical bodily injury

20. 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

In addition the **Insurer** will indemnify the **Insured** in respect of loss of **Rent** as a result of **Damage** to the **Premises** from an **Insured Peril** during the Period of Insurance rendering the **Buildings** uninhabitable provided that the liability of the **Insurer** shall not exceed the lesser of

- a) the **Rent** Sum Insured stated in the Schedule at the time of **Damage**
- b) the **Rent** payable for the period the **Buildings** are uninhabitable

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 fermentation 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) whilst any **Building** is **Unoccupied**

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

SECTION 1 – MATERIAL DAMAGE CONTINUED

- i. in respect of **Property** in the open
 - ii. whilst any **Building** is **Unoccupied**
 - iii. in respect of **Stock** at exhibitions that is not contained in an indoor exhibition hall which is locked and/or guarded outside business hours
- c) theft or attempted theft by **Employees**
- d) loss in respect of electronic equipment designed for mobile or portable use
- 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 moveable **Property** in the open or in open fronted or open sided **Buildings**
- 9) Flood
- 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 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 or leakage of beverages from storage containers or connected apparatus
- Excluding damage
- a) by water discharged or leaking from any automatic sprinkler installation
 - b) whilst any **Building** is **Unoccupied**
 - c) by leakage of bottled **Stock** or the cost of replacing the beverages
 - d) caused by subsidence ground heave or landslip
 - e) for subsidence ground heave or landslip caused by the escape water
- 12) Accidental escape of water from any automatic sprinkler Installation
- Excluding damage occasioned by or attributable to
- a) heat caused by fire
 - b) freezing whilst any **Building** is **Unoccupied**
 - c) repairs alterations or extensions to the **Buildings** and/or sprinkler installations

SECTION 1 – MATERIAL DAMAGE CONTINUED

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
 - i. **Pollution or Contamination** which itself results from fire or explosion
- d) to **Property** resulting from its undergoing any process of production packing treatment testing commissioning servicing adjustment or repair
- 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 water table level
 - ii. its own faulty or defective design or materials
 - iii. faulty or defective workmanship operational error or omission

but 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. scratching tearing or fouling by pets or domesticated animals
 - iii. vermin or insects
 - iv. change in temperature colour flavour texture or finish
 - v. 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
 - vi. mechanical or electrical breakdown or derangement in respect of the particular machines apparatus or equipment in which the breakdown or derangement originates overrunning or electrical surges or spikes in electricity

but 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 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

SECTION 1 – MATERIAL DAMAGE CONTINUED

- 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 NHBC guarantee

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 and 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 goods on display in windows caused by the impact of falling glass
The **Insurer** will also indemnify the **Insured** for **Damage** at the **Premises** to
- d) neon and illuminated signs and electric light fittings
- e) external blinds and signs
- f) sanitary ware (fixed baths wash basins pedestals bidets shower trays sinks lavatory pans and cisterns) where such **Damage** renders such article completely unserviceable
- g) lettering or other ornamental work and alarm foil on fixed glass

The liability of the **Insurer** under c) d) e) f) and g) shall be restricted to €2,500 for any one loss unless otherwise stated in the schedule

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 fittings
 - 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. of bulbs or tubes unless consequent upon **Damage** to signs or fittings

SECTION 1 – MATERIAL DAMAGE CONTINUED

- c) caused by or arising from
 - i. superficial **Damage** or scratching or cracking which does not result in the complete breakage of the glass
 - ii. inherent or latent defect 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

Money

This Additional Cover is only operative if shown in the Schedule

The **Insurer** will indemnify the **Insured** in respect of loss of or damage to **Money** and **Non-Negotiable Money** held in connection with the **Business** as detailed below occurring during the Period of Insurance

- a) in the *Premises* during **Business Hours** or whilst in a bank night safe
- b) in transit to and from the *Premises* whilst in the custody of the **Insured** or an authorised person acting on behalf of the **Insured**
- c) in the **Insured's** or any authorised person's private dwelling house subject to a limit of €500 for any one loss
- d) in the *Premises* whilst left unattended or outside **Business Hours** and not secured in a locked **Safe** subject to a limit of €500 for any one loss
- e) in the *Premises* whilst left unattended or outside **Business Hours** and secured in a locked unspecified **Safe**
- f) in the *Premises* whilst left unattended or outside **Business Hours** and secured in a specified **Safe** if stated in the Schedule
- g) **Non-Negotiable Money**

For the purposes of this Additional Cover *Premises* shall mean the main building(s) occupied by the **Insured** at the risk address stated in the Schedule

The liability of the **Insurer** under this Additional Cover shall be restricted to the Limits as shown above and as stated in the Schedule for any one loss

The **Insurer** will also indemnify the **Insured** in respect of **Damage** to

- i. any **Strongroom Safe** till or postal franking machine belonging to the **Insured** or for which the **Insured** is legally responsible up to an amount not exceeding the cost of repair or replacement
- ii. clothing and personal effects belonging to the **Insured** or any partner director or **Employee** of the **Insured** resulting from theft or attempted theft of **Money** or **Non-Negotiable Money** subject to a maximum of €500 for any one loss
- iii. **Money** in locked coin operated machines in the **Building** during or outside **Business Hours** or whilst the **Building** is left unattended subject to a maximum limit of €250 any one machine and €1,000 any one premises

SECTION 1 – MATERIAL DAMAGE CONTINUED

Exclusions

The **Insurer** shall not be liable for loss from

- a) shortage due to error or omission
- b) forgery deception or the use of counterfeit **Money** or **Non-Negotiable Money**
- c) the use of any form of payment which proves to be counterfeit false fraudulent invalid uncollectible or irrecoverable for any reason
- d) theft or attempted theft from the *Premises* as stated in the Schedule or any authorised person's private dwelling house unless involving entry to or exit from such *Premises* or private dwelling by forcible and violent means or actual or threatened hold up assault or violence
- e) fraud dishonesty theft or attempted theft by any **Employee** except as more specifically insured under the optional Sub-Section Employee Dishonesty of the Management Protector Section
- f) an unattended vehicle
- g) damage not within the **Territorial Limits**
- h) any business or other activity not connected with the **Business** conducted from the **Premises** as stated in the Schedule

Conditions

- 1) It is a condition precedent to the **Insurer's** liability under this Additional Cover that the **Insured** shall maintain the following minimum standards of precaution for the safety of **Money** in transit (other than by specialist security carrier) at all times
 - a) the times of transits routes and conveyances used shall be varied as far as is possible
 - b) all persons engaged in the transit of **Money** shall be at least 18 years of age
 - c) transits of amounts of
 - i. up to €3,000 shall be accompanied by at least one person
 - ii. €3,001 to €6,000 shall be accompanied by at least two people
 - iii. €6,001 to €10,000 shall be accompanied by at least three people or two people travelling by motor car or using an approved security case
 - iv. amounts exceeding €10,000 shall be transported by specialist security carrier
- 2) It is a condition precedent to the Insurer's liability that when the *Premises* as stated in the Schedule or any authorised person's private dwelling house in which Money is kept is left unattended
 - a) all locks bolts and other protective devices are in full operation
 - b) all keys must be held in the personal custody of an authorised person and removed from
 - i. the unattended *Premises* as stated in the Schedule or
 - ii. from the final exit door of any authorised person's unattended private dwelling house

SECTION 1 – MATERIAL DAMAGE CONTINUED

All Risks on Portable Business Property

This Additional Cover is only operative if shown in the Schedule

The **Insurer** will indemnify the **Insured** against **Damage** from the **Insured Perils** to the portable business property anywhere in the world if Electronic Business Equipment is shown as insured in the Schedule s

The liability of the **Insurer** under this Additional Cover shall be restricted to €2,500 or the Sums Insured stated in the Schedule for any one loss, whichever is the lesser

Exclusions

The **Insurer** shall not be liable for

- a) **Damage** to portable property left unattended unless contained in
 - i. a securely locked building or
 - ii. a vehicle which has been securely locked at all points of access and any security alarms and immobilisers fitted to the vehicle are in full operation and the portable property is concealed from view
- b) depreciation or electrical or mechanical breakdown
- c) **Damage** arising from wear and tear or from any process of cleaning restoring adjusting or repairing
- d) **Damage** by official confiscation or detention
- e) Mobile electronic devices such as phones, tablets etc. must be registered to the business under a business contract.

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

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

2) Theft of Keys and Lock Replacement

The **Insurer** will indemnify the **Insured** for the cost of replacing locks and keys to the **Buildings Safes Strongrooms** or tills subject to an aggregate maximum of €1,500 for any one loss 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) Theft Damage to Buildings

The **Insurer** will indemnify the **Insured** against the cost of repairing **Damage** to the **Buildings** for which the **Insured** is legally responsible and are not otherwise insured which directly results from **Insured Peril 7** provided that if the **Buildings** of the **Premises** are not insured by this Section the liability of the **Insurer** under this Extension shall not exceed an aggregate maximum of €25,000 in any one Period of Insurance

4) Temporary Removal

The **Insurer** will indemnify the **Insured** for **Damage** to **Contents** whilst temporarily removed for cleaning renovation repair or similar purposes and to documents whilst temporarily removed elsewhere and in transit within the **Territorial Limits** from the **Insured Perils** subject to a maximum for any one loss of 10% of the Sum Insured shown for **Contents** in the Schedule or €100,000 whichever is the lesser amount

SECTION 1 – MATERIAL DAMAGE CONTINUED

This Extension shall not apply to

- a) motor vehicles and motor chassis licensed for normal road use
- b) **Property** more specifically insured

5) Third Party Storage Locations

The **Insurer** will indemnify the **Insured** for **Damage** to **Contents** or **Stock** from the **Insured Perils** whilst at third party storage locations within the **Territorial Limits** subject to aggregate maximums of €5,000 at any one location and €20,000 in any one Period of Insurance

6) Loss of Metered Water

The **Insurer** will indemnify the **Insured** for the unit cost of metered water calculated at the current rate per cubic metre consumed as a direct result of **Damage** from the **Insured Perils** to any tank apparatus or pipe not being automatic sprinkler installations at the **Premises** subject to an aggregate maximum of €10,000 in any one Period of Insurance

7) Trace and Access

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 an aggregate maximum of €10,000 in any one Period of Insurance

8) Clearing of Drains

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

9) Fire Extinguishment Expenses

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

10) Fire Brigade Charges

The **Insurer** will indemnify the **Insured**, up to but not exceeding the limit specified in the schedule under Section 1 for charges levied against the **Insured** by the fire brigade following an emergency call out of the fire brigade to attend the **Premises** during the Period of Insurance for the purposes of preventing or reducing loss of or damage to the **Property Insured** by a **Insured Peril**

11) Property in the Open

The **Insurer** will indemnify the **Insured** for **Damage** from the **Insured Perils** to property in the open within the boundaries of the **Premises** up to a maximum of €2,500 in any one Period of Insurance excluding **Damage** caused by or consisting of any of the following

- a) wind rain hail sleet snow or dust
- b) theft or attempted theft
- c) whilst the **Premises** are unoccupied vacant disused or not in use for their intended purpose

12) Computer Records

The **Insurer** will indemnify the **Insured** for the cost of the materials together with the cost of clerical labour and computer time expended in reproducing **Computer Records** and not for the value to the **Insured** for the information contained therein but excluding any expenses in connection with the production of information to be recorded in such **Computer Records** for a maximum of €25,000 for any one loss

SECTION 1 – MATERIAL DAMAGE CONTINUED

13) Theft of Building Fabric

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 and is not otherwise insured

Subject to an aggregate maximum of €5,000 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 7 - Theft** is not operative

14) Landscaped Gardens

The **Insurer** will indemnify the **Insured** for costs and expenses incurred by the **Insured** with the consent of the **Insurer** in making good **Damage** to landscaped gardens and grounds caused by the emergency services in the course of combating or reducing **Damage** from the **Insured Perils** at the **Premises** subject to an aggregate maximum of €10,000 in any one Period of Insurance

Clauses

1) Reinstatement of Losses

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

2) Mortgagees

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

3) Property more specifically insured

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

Basis of Settlement Clauses

1) Average

If at the time of **Damage** to **Property** covered by this Policy, the Sum Insured for such **Property** is less than the cost of reinstatement of such **Property**, then the **Insured** shall be considered as being their own insurer for the difference and the liability of the **Insurer** for any partial or total loss due to **Damage** shall be limited to that proportion which the Sum Insured bears to the cost of reinstatement of the **Property**

SECTION 1 – MATERIAL DAMAGE CONTINUED

2) Reinstatement – Domestic Contents

In the event of **Damage to Domestic Contents** insured 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

- i. 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
- ii. 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
- iii. 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) Stock

In respect of **Stock** the **Insurer** will pay the **Insured** the value of the **Stock** at the time of its **Damage** with adjustment for wear and tear

If at the time of any **Damage** the value of the **Stock** insured under any item is greater than its Sum Insured the **Insured** shall be considered as being their own insurer for the difference and shall bear a rateable share of the loss accordingly

4) Day One (Non Adjustable) - Property Insured other than Domestic Contents and Stock

Any item specified on the Schedule showing a *Declared Value* shall be deemed to be subject to the Day One (Non Adjustable) Basis of Settlement and in the event of **Damage** to such **Property** other than to **Computers** 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 *Declared Value* in respect of each item.

The *Cost of Reinstatement* other than to **Computers** 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 specified on the Schedule showing a *Declared Value*, other than **Computers**)

- i. At the inception of each Period of Insurance the **Insured** shall notify the **Insurer** of the *Declared Value* of the **Property** insured by each item described in the Schedule
- ii. If at the time of **Damage** the *Declared Value* 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 *Declared Value* bears to the costs 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 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
- 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 reinstatement

In the event of **Damage to Computers** the basis of settlement shall be the *Cost of Reinstatement for Computers* meaning

where any **Computer** item suffers **Damage** beyond economic repair replacement by a new item of equal performance and/or capacity or if such be impossible replacement by an item having the nearest higher performance and/or capacity to the item damaged

SECTION 1 – MATERIAL DAMAGE CONTINUED

- a) where the **Computer** item suffers **Damage** the repair of the **Damage** and the restoration of the damaged portions to a working condition substantially the same as but not better or more extensive than its condition when new

Special Provisions relating to **Computers**

- i. If at the time of reinstatement of any **Computer** 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 such time
- ii. 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 the property been wholly destroyed
- iii. 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
- iv. No payment will be made beyond the amount the **Insurer** would have paid where such 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 reinstatement

For the purposes of this clause, the *Declared Value* shall mean the **Insured's** assessment of the *Cost of Reinstatement* of the items specified on the Schedule showing a *Declared Value* 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

5) European Union and Public Authorities

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

- v. reinstating the damaged parts of the **Buildings**
- vi. upgrading any undamaged parts of the **Buildings**

for an amount not exceeding 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

6) Removal of Debris

This insurance includes the necessary and reasonable costs incurred in respect of removal of debris of **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

SECTION 1 – MATERIAL DAMAGE CONTINUED

- 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

7) Capital Additions

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

- a) alterations additions and improvements to **Buildings Tenants' Improvements** and **Contents** but not appreciation of the value of such property
- b) any newly erected or acquired **Buildings Tenants' Improvements** and **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 Tenants' Improvements** and **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 €250,000 whichever is the lesser at any one location

8) Professional Fees

The insurance by each item on **Buildings Tenants' Improvements** and **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

9) 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**

10) Contract Price

In respect only of **Stock** sold but not delivered for which the **Insured** is responsible under the terms of a sale contract which following **Damage** is cancelled due to the contract conditions wholly or to the extent of the **Damage** the liability of the **Insurer** shall be based on the contract price

11) 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 or Companies (Northern Ireland) Order current at the time of the **Damage**

12) Other Interests

Interests of third parties which the **Insured** is required to include herein under the terms of any mortgage property lease or 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**

SECTION 1 – MATERIAL DAMAGE CONTINUED

Exclusions applying to Section 1 – Material Damage

The **Insurer** shall not be liable for

1) **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
- c) land water dams piers jetties bridges culverts or excavations
- d) live animals livestock growing crops or trees
- e) **money** and **non-negotiable money** jewellery precious stones precious metals bullion or furs (other than as provided for under Additional Cover Money or Domestic Contents Personal Money and Alternative Accommodation if operative)

2) Any claim arising directly or indirectly from the burning of waste either at or away from the **Insured's Premises**

Conditions

1) Stillage

It is a condition precedent to the **Insurer's** liability for **Damage** by **Insured Perils** 8 9 and 11 that **Property** in the basement or sub basement of the **Premises** be kept at least 10cm above floor level

2) Intruder Alarm System

This Condition only applies where an Intruder Alarm Requirement is stated in the Schedule as being applicable under Section 1 – Material Damage

It is a condition precedent to the **Insurer's** liability for **Damage** by **Insured Peril** 7 that in respect of the **Intruder Alarm System** installed at the **Premises**

- a) the **Intruder Alarm System** is maintained in full and effective working order under a contract to provide corrective and preventive maintenance with the installer or such other contractor agreed by the **Insurer** in writing
- b) the **Premises** are not left unattended
 - i. unless the **Intruder Alarm System** is tested and set in its entirety and is together with the means of communication used to transmit or receive signals in full and effective operation
 - ii. where the Police have withdrawn their response to alarm activation

3) the **Intruder Alarm System**

- a) is installed in accordance with a specification agreed in writing by the **Insurer**
- b) must not be altered or amended in any way unless such amendment or alteration has been approved by the **Insurer** and no alteration or substitution of the structure of the **Premises** or changes to the layout of the **Premises** which would affect the effectiveness of the **Intruder Alarm System** shall be made without the written consent of the **Insurer**
- c) maintenance contract must not be altered or substituted without the written consent of the **Insurer**
- d) procedures agreed by the **Insured** for the Police or any other response to any activation of or other warning signal pertaining to the **Intruder Alarm System** must not be altered or substituted without the written consent of the **Insurer**

SECTION 1 – MATERIAL DAMAGE CONTINUED

- 4) the **Insured** must
 - a) maintain secrecy of the codes for the operation of the **Intruder Alarm System** and no details of such codes shall be left on the **Premises** when the **Premises** are left unattended
 - b) immediately notify the **Insurer** upon receipt of any communication giving notice that the level response to the **Intruder Alarm System** has been or will be reduced
 - c) appoint at least 2 **Keyholders** and lodge written details with the alarm company
- c) in the event of notification of
 - i. any alarm fault
 - ii. activation of the **Intruder Alarm System**
 - iii. interruption of the means to transmit or receive signals to or from the **Intruder Alarm System** during the period that the **Intruder Alarm System** is set

a **Keyholder** must attend the **Premises** as soon as possible in order to confirm the security of the **Premises** and reset the **Intruder Alarm System** in its entirety

If the **Intruder Alarm System** cannot be reset in its entirety or all means of communication used to transmit signals are not in full operation a **Keyholder** must remain at the **Premises** unless otherwise agreed in writing by the **Insurer**

3) Fire Extinguishing Appliances

It is a condition precedent to the **Insurer's** liability that the fire extinguishing appliances at the **Premises** whether installed at the commencement of this insurance or subsequently at the request of or with the knowledge of the **Insurer** shall be maintained in good working order

The **Insured** undertakes to maintain the said appliances in efficient working order during the Period of Insurance

Subject to observance of this undertaking Section 1 – Material Damage of this Policy shall not be invalidated by any defect in any of the said appliances due to any circumstances unknown or beyond the control of the **Insured**

4) Fire Appliance and Fire Detectors Maintenance

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

- a) the Insured will maintain all fire extinguishing appliances and fire detectors contained in the **Premises** in full working order during the period of insurance, and
- b) notify the **Insurer** immediately of any disconnection or failure of the automatic fire alarm installation which is likely to leave any area within the **Buildings** without protection for 12 hours or more.

The insurance by this section shall not be invalidated by any defect in any of the said appliances or detectors due to circumstances unknown to or beyond the control of the **Insured**

5) Fire-Proof Doors and Shutters Condition

It is a condition precedent to the **Insurer's** liability that all fire-proof doors and shutters are kept closed except during working hours and will be kept in efficient working order

SECTION 1 – MATERIAL DAMAGE CONTINUED

6) Minimum Level of Security

It is a condition precedent to the **Insurer's** liability for loss or **Damage** by **Insured Peril 7** under the Policy that the **Insured** shall have in place in full working order and in operation whenever the **Premises** are closed for business or left unattended the following minimum level of security or such level as is specified in the Schedule

- a) the final exit door of the **Insured's** portion of the **Buildings** is to be fitted with either
 - i. for timber or steel framed doors a mortice deadlock that has 5 or more levers and matching box striking plate which conform to BS 3621 or
 - ii. for timber or steel framed doors a rim latch deadlock that conforms to BS 3621
- b) all other external doors and internal doors giving access to any part of the buildings not occupied by the **Insured** are to be fitted with either
 - i. as described in a) i. and ii. above or
 - ii. 2 key-operated security bolts for doors fitted approximately 30cms from the top and bottom of the doors respectively
- c) aluminium or UPVC framed doors are to be fitted with integral cylinder key operated mortice deadlocks
- d) all ground floor and basement opening windows/skylights and other opening windows/skylights accessible from roofs decks balconies fire escapes canopies down pipes are to be fitted with key operated window locks. This requirement does not apply to windows/skylights which are protected by solid steel bars grilles gates expanded metal or weld-mesh securely fixed to the brickwork surrounding the window
- e) all manually operated roller shutters are to be secured by either
 - i. two key operated security shutter locks with the locking mechanisms positioned as close as possible to the
 - ii. bottom of the shutter to prevent it from being prised up to allow entry or
 - iii. with a close shackle padlock conforming to Security Grade 4 of BS EN 12320 or
 - iv. as e) i. above together with the roller shutter manufacturer's corresponding locking bar
- f) all electrically operated doors must be secured by either
 - i. an internal opening switch locked in the off position by means of an integral lock and/or padlock or
 - ii. such doors are to have the power supply to the operating switch isolated at a suitable electrical power
 - iii. distribution board which is secured against unauthorised use and/or
 - iv. the security level as detailed in e) above

Any door or window officially designated a fire exit by the fire authority is excluded from these requirements. These are to be secured internally by panic bolts or fire exit bolts. Any additional devices are to be approved by the local Fire Prevention Officer

7) Electrical Inspection and Testing Programme

It is a condition precedent to liability that fixed electrical installations are tested by an ECSSA (Electrical contractor's safety standards association) or RECI (The Register of Electrical Contractors of Ireland) registered contractor and an IEE test certificate is issued showing no deviations.

- b) On completion, a recognised Electrical Installation Condition Report is to be issued, a copy of which must be provided to the **Insurer** upon request
- c) All reported defects coded C1 ('Danger present') are to be remedied immediately or the offending component or circuit taken out of service until suitable repairs are carried out and all other C1 and C2 reported defects remedied within a maximum of 60 days of the inspection or as agreed with the **Insurer** in writing

SECTION 1 – MATERIAL DAMAGE CONTINUED

- d) Further periodic inspection and testing should be undertaken in accordance with the recommendations of the electrical installation condition report or within three years whichever is the less
- e) Additional inspection and testing should be undertaken and all reported defects remedied in accordance with item c) above
 - i. immediately following refurbishment or structural renovation work at the **Premises**
 - ii. immediately following any water damage affecting the **Premises**

10) Flat Roof & Guttering Condition

It is a Condition precedent to the Insurer's liability that:

- a) any flat roof, or part thereof of the **Premises** is in a good state of repair and has been inspected at least once every two years by a competent builder or qualified property surveyor and any defect identified by that inspection is repaired immediately.
- b) any guttering is checked for blockages and defects by a competent person at six monthly intervals commencing at inception or renewal. Any remedial action required to be implemented immediately.
- c) a record of all inspections must be kept by the Insured. Such record (or duplicate) must be available for inspection by the Insurer at any time.
- d) the excess payable in regard **Damage** caused as a result of water ingress involving flat felted timber roofs is €500 or the excess as shown in the Schedule, whichever is higher.

11) Removal of Waste

It is a condition precedent to the Insurer's liability under Section 1 – Material Damage that

- a) all waste and refuse is swept up daily and removed completely from the Premises at least once a week and a record of removal is kept
- b) all combustible storage/waste in the open on the Premises is to be kept at least 2 metres from any of the Insured's Buildings at the Premises at any time

12) Portable Heater

It is a condition precedent to the **Insurer's** liability that portable naked flame gas or paraffin heaters are not used on the **Premises**

13) Smoking Condition

It is a condition precedent to the Insurer's liability for Damage caused by Insured Perils 1 and 3 that

- a) enforce a no smoking policy at the Premises which complies with current legislation
- b) only allow smoking in clearly marked specifically designated smoking areas which comply with current legislation
- c) in all designated smoking areas provide metal receptacles with metal lids for the safe disposal of waste smoking materials
- d) ensure that waste smoking materials when being removed from the designated smoking areas are kept separate from other combustible waste material and are stored in metal receptacles with metal lids whilst awaiting final removal from the Premises

14) Composite Panel Conditions

It is a condition precedent to liability that in respect of any **Building** containing composite panels that;

- a) suitable fire extinguisher appliances to be supplied in all cooking areas

SECTION 1 – MATERIAL DAMAGE CONTINUED

b) ducting, conduit wiring and hot flues be adequately protected within fire resistant sleeves where passing through composite panels

c) at least weekly inspections to be undertaken by the **Insured** to check for damage to composite panels or panel joints. Any defects found to be rectified without delay or replaced by a panel with a non-combustible core within 7 days

d) no repairs to be made to composite panels that involve welding, grinding, cutting or other obvious ignition sources

e) all heat sources to be kept at least 2 metres from any composite panelling or such panelling to be of a non-combustible core

f) no external storage of combustible stock, packaging pallets, waste or waste skips or bins within 10 metres of the **Buildings**

g) any work involving the application of heat must only be carried out by a qualified Contractor and the **Insured** is to ensure the Contractor has adequate Public Liability Insurance in force and shall confirm same through sight of certificate of insurance. Subrogation rights against such Contractor shall not be waived by the **Insured**. The following conditions precedent to liability apply:

i) the area in which work is to be carried out shall be adequately cleared and combustible materials shall be removed to a distance not less than 6 metres from the area of proposed work

ii) if work is to be carried out overhead then the area beneath shall be similarly cleared and all combustible materials removed

iii) suitable fire extinguisher with a capacity of not less than 9 litres shall be kept available for immediate use

iv) blow lamps and blow torches shall be lit in as short a time as possible before use and extinguished immediately after use

v) lighted blow lamps and torches shall not be left unattended

vi) half an hour after each period of work a thorough examination shall be made of and in the area in which works have been undertaken

vii) if work is to be carried out in the vicinity of composite/sandwich panels then such panels must be protected by non-combustible blankets drapes or screens.

15) Fork Lift Truck Conditions (Recharging of Electric forklifts)

It is a condition precedent to liability where fork lift trucks are recharged at the Premises that;

a) combustible materials to be kept a minimum of 5 metres clear of the recharging area

b) no recharging of fork lift trucks whilst the Premises are left unattended.

16) Metal Workers Waste Condition

It is a condition precedent to liability that all oily and/or greasy waste and used cleaning cloths which remain in the Buildings overnight will be kept in metal receptacles with metal lids and removed from the Buildings at least once a week.

17) Paint Spraying Conditions

It is a condition precedent to liability that all spraying of paints or varnishes with a flash point below 32 degrees centigrade will be carried out in an area enclosed by non-combustible materials and extraction to the open air and any electrical installation including that for extraction will be of flameproof design and any heating will be of the black-heat type and with fully enclosed elements.

SECTION 1 – MATERIAL DAMAGE CONTINUED

It is also a condition precedent to liability that;

- a) only one days supply of flammables will be kept in the spraying area
- b) all other flammables will be kept in a designated enclosed steel bin or if the stocks of same are substantial they will be kept in a store with high and low level vents to the open air or forced flameproof extractor at floor level
- c) all lighting will also be flameproof
- d) smoking will be prohibited in the areas where processes are carried and signs to this effect will be prominently displayed.

18) Storage of Diesel

It is a condition precedent to liability that where diesel is stored at a premises it must be held for own use only and not for resale in any form. All tanks must be locked with an anti-tamper box or mechanism built in to the lock, around the lock or attached thereon. Key(s) must not be left in any open space or hidden for common use under any item in any open space. Key(s) must be secured in a locked, secure location.

Where keypads or access codes are used to access diesel tanks, these codes must be changed regularly, minimum of once every 90 days.

If this schedule of insurance shows a Sum insured for diesel in excess of €10,000, the following are conditions precedent to liability:

- a) Centrally monitored alarm in place, in operation and in working order at time of loss
- b) Tank bunding or catchpit in place designed and with capacity to hold at least 110% of the diesel tanks contents, in case of a tank leak, split, spill or overfill
- c) Suitable and adequate fire-fighting precautions to safely combat any initial fire or to lessen risk from any identified source of heat which may threaten the diesel tank(s) whilst awaiting assistance from emergency services. This is subject to training being provided to employees in preventative fire combat and risk of heat identification

Cover under Stock of diesel, if noted as insured in the schedule of insurance is restricted to Fire and theft only. Theft cover in this instance will exclude any loss that does not involve

- (i) violent forcible entry to the storage tank
- (ii) damage caused by any person unlawfully on the premises subject also to any other conditions imposed under this endorsement

19) Storage of Combustible Materials in the Open Condition

It is a condition precedent to liability that no combustible materials are externally stored within 10 metres of the **Buildings** outside business hours

20) Use of Heat Conditions

It is a condition precedent to liability that the following precautions are complied with on each occasion of the use or application of heat (as defined below) taking place on the **Premises**;

- a) application of heat by means of electric oxyacetylene or other welding or cutting equipment or angle grinders, blow lamps, blow torches, hot air guns or hot air strippers;
- i) the area in the immediate vicinity of the work (including in the case of work carried out on one side of a wall or partition, the opposite side of the wall or partition) must be cleared of all loose combustible material; other combustible material must be covered by sand or over-lapping sheets or screens of non-combustible material

SECTION 1 – MATERIAL DAMAGE CONTINUED

- ii) at least 2 adequate and appropriate portable fire extinguishers, in proper working order, must be kept in the immediate area of the work being undertaken and used immediately smoke or smouldering or flames are detected
- iii) a fire safety check of the working area must be made approximately 60 minutes after the completion of each period of work and immediate steps taken to extinguish any smouldering or flames discovered
- iv) blow lamps and blow torches must be filled in the open and must not be lit until immediately before use and must be extinguished immediately after use
- v) a person must be appointed by the **Insured** to act as an observer to watch for signs of smoke or smouldering or flames
- b) use of asphalt, bitumen, tar, pitch or lead heaters the heating must be carried out in the open in a vessel designed for the purpose and, if carried out on a roof, the vessel must be placed on a non-combustible heat insulating base.

21) Flammables Storage Condition

It is a condition precedent to liability that :

- 1) no flammables liquids or solutions be stored in excess of 20 litres
- 2) all flammable liquids or solutions be stored in metal cabinets fitted with self closing doors
- 3) no more than the quantity required for one day's use be removed from cabinets at any time
- 4) all flammable liquids or solutions in use must be stored in metal or plastic vessels specifically constructed for the purpose, having a lid, tap or other closing device and not exceeding 5 litres in capacity and the vessels kept closed when not in use.
- 5) No cellulose nitrate be used or stored.

SECTION 2 – BUSINESS INTERRUPTION

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

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

- a) resulting in interruption or interference with the **Business** or
- b) which prevents the **Insured** from tracing or establishing customers' **Outstanding Debit Balances** in whole or in part as a result of the **Insured's** books of account at the **Premises** being damaged

the **Insurer** will indemnify the **Insured**

- i. in respect of a) the amount of loss resulting from such interruption or interference provided that such **Damage** is covered under Section 1 of this Policy and that liability shall be admitted or 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
- ii. in respect of b) the amount of loss resulting from such insured **Damage**

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) Gross Profit

The **Insurer** will pay as indemnity to the **Insured** the amount of their loss in respect of each item stated in the Schedule as a result of loss of **Gross Profit** due to reduction in **Turnover** and/or **Increased Cost of Working**

- a) the amount payable in respect of a reduction in Turnover shall be the sum produced by applying the Rate of Gross Profit to the amount by which the Turnover shall fall short of the Standard Turnover during the Indemnity Period as a result of the Damage
- b) the amount payable in respect of the **Increased Cost of Working** as a result of the **Damage** not exceeding the sum produced by applying the **Rate of Gross Profit** to the amount of the reduction in **Turnover** thereby avoided

less any sum saved during the **Indemnity Period** in respect of such charges and expenses of the **Business** payable out of **Gross Profit** that may cease or be reduced as a result of the **Damage**

provided that adjustments shall be made as may be necessary to provide for the trend of the **Business** and for variations in or other circumstances affecting the **Business** either before or after the **Damage** or which would have affected the **Business** had the **Damage** not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the **Damage** would have been obtained during the relative period after the **Damage**

2) Specified Working Expenses

If any of the working expenses of the Business are excluded by this Section having been deducted in arriving at the Gross Profit then in calculating the amount recoverable under this Section as Increased Cost of Working that proportion only of any additional expenditure shall be brought into account which the Gross Profit bears to the sum of the Gross Profit and the Specified Working Expenses

SECTION 2 – BUSINESS INTERRUPTION CONTINUED

3) Increased Cost of Working

The **Insurer** will pay as indemnity to the **Insured** the additional expenditure necessarily and reasonably incurred with the prior written consent of the **Insurer** for the sole purpose of avoiding or diminishing the reduction in **Turnover** which but for that expenditure would have taken place during the **Indemnity Period** in consequence of the **Damage** but not exceeding the sum produced by applying the **Standard Gross Revenue** to the amount of the reduction thereby avoided

4) Outstanding Debit Balances

The amount payable by the **Insurer** in respect of **Outstanding Debit Balances** is limited to loss sustained by the **Insured** directly due to **Damage** and the amount payable in respect of any one event shall not exceed

- a) the difference between the **Outstanding Debit Balances** and the total of the amounts received or traced in respect thereof
- b) the additional expenditure incurred with the written consent of the **Insurer** in tracing and establishing customers' debit balances after the **Damage**

The liability of the Insurer under this Basis of Settlement is limited to the sum insured shown in the Schedule

5) Average

If the Sum Insured is less than the **Gross Profit** for the 12 months (or a proportionately increased multiple thereof where the **Maximum Indemnity Period** exceeds 12 months) immediately prior to the occurrence of **Damage** the amount payable shall be proportionately reduced after due provision has been made for the trend or variation in or other circumstances affecting or which would have affected the **Business** either before or after the **Damage**

6) Alternative Trading

If during the **Indemnity Period** work is done or services rendered elsewhere than at the **Premises** for the benefit of the **Business** either by the **Insured** or by others on behalf of the **Insured** the amount paid or payable in respect of such work or services shall be accounted for in arriving at the **Gross Profit** during the **Indemnity Period**

7) Departmental

If the **Business** is conducted in departments the independent trading results of which are ascertainable the basis of **Gross Profit** shall apply separately for each department

8) 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

9) Current Cost Accounting

For the purpose of this Section any adjustment implemented in current cost accounting shall be disregarded

10) 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

11) 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 – BUSINESS INTERRUPTION CONTINUED

Exclusions

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

Condition

Debit Recording and Storage

On a monthly basis the **Insured** shall record the total amount of **Outstanding Debit Balances** as set out in business books of account and such record shall be kept elsewhere than the **Insured's Premises**

Additional Cover

All terms exclusions and conditions of Sections 1 and 2 apply to this Additional Cover in addition to those shown below

SECTION 3 - PUBLIC AND PRODUCTS LIABILITY

This Section applies only if stated as INSURED in the Policy Schedule

SUB-SECTION 3A – PUBLIC LIABILITY

Insuring Clause

In the event of:

- (1) accidental Injury to any person
- (2) accidental loss of or accidental damage to material property
- (3) accidental loss of amenities, nuisance, trespass or interference with any right of way, light, air or water occurring during the Period of Insurance and arising in connection with:
 - (a) your Business
 - (b) the occupation of the Premises

within the Territorial Limits, the Insurers will indemnify you in respect of your liability at law for compensation together with Costs and Expenses.

Basis of Payment

The liability of the Insurers will not exceed the Limit of Indemnity stated in the Schedule applicable to this Sub-Section for any one claim or series of claims arising from one source or original cause. In addition the Insurers will pay Costs and Expenses.

Exclusions to the Public Liability Sub-Section

This Sub-Section does not cover:

Excess

- (1) the amount stated in the Schedule applicable to this Sub-Section as the Excess in respect of (2) of the Insuring Clause to this Sub-Section only.

Fines liquidated damages or penalties

- (2) liability for fines, liquidated damages or penalties of any kind or for punitive, exemplary, restitutionary or multiplied damages.

Injury to Employees

- (3) liability to any Employee for Injury arising out of and in the course of their employment by you.

Property in your custody or control

- (4) physical loss of or damage to:

(a) property belonging to you or in your custody or under your control or that of any Employee (other than property belonging to your visitors, directors, partners or Employees).

(b) that part of any property on which you or any of your Employees or agents are or have been working where the physical loss or damage results from such work.

Deliberate acts

- (5) liability caused by or arising from any deliberate act or omission by or on behalf of any person claiming indemnity under this Sub-Section and which could reasonably have been expected of such person having regard to the nature and circumstances of such act or omission.

SECTION 3 - PUBLIC AND PRODUCTS LIABILITY CONTINUED

Contractual liability

(6) liability which attaches itself solely by virtue of a contract or agreement but any liability which would have attached in the absence of such contract or agreement is covered under this Sub-Section.

Advice and professional services

(7) liability caused by or arising from:

(a) any advice, design or specification given by you or on your behalf for a fee.

(b) professional services rendered by you or on your behalf.

North American risks

(8) liability caused by or arising from any operations domiciled or registered in the United States of America or Canada or any territory within their jurisdiction.

Aircraft hovercraft and watercraft

(9) liability caused by or arising from the ownership, possession or use by you or on your behalf of any aircraft, hovercraft or watercraft (other than watercraft eight metres in length or less).

Mechanically propelled vehicles

(10) liability caused by or arising from the ownership, possession or use by or on behalf of you of any mechanically propelled vehicle (or trailer attached to it), if being used in circumstances for which compulsory insurance or security is required under any legislation governing the use of the vehicle.

Products

(11) liability caused by or arising from or in respect of Products.

Hazardous locations

Any claim arising:

(a) in connection with any manual work on or in:

(i) docks, harbours or railways.

(ii) watercraft.

(iii) chemical or petrochemical works, oil or gas refineries or storage facilities.

(iv) aircraft, airports or airfields

(v) power stations.

(vi) nuclear power stations.

(vii) any installations where nuclear processing is undertaken.

(viii) towers, steeples, chimney shafts, blast furnaces, viaducts, bridges, tunnels, flyovers, dams, motorways, quarries, mines or collieries.

(b) directly or indirectly from or in consequence of work undertaken by any person employed at a height above 5 metres from the surrounding floor or ground level or at a depth more than ½ (half) metre below ground level.

Cyber Liability

(13) liability arising directly or indirectly out of:

(a) loss of alteration of or damage to
or

(b) reduction in the functionality, availability or operation of any computer system or programme, hardware, data, information repository, microchip, integrated circuit or similar device in computer equipment or non-computer equipment as a result of your E-activities.

For the purpose of this exclusion E-activities means any use of electronic networks including the internet and private networks, intranets, extranets, electronic mail, worldwide web and similar medium carried out by you or by any person, persons, partnership, firm or company acting for you or on your behalf.

SECTION 3 - PUBLIC AND PRODUCTS LIABILITY CONTINUED

Asbestos

(14) liability arising from the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use or exposure to asbestos or materials or products containing asbestos whether or not there is another cause to loss which may have contributed concurrently or in consequence of a loss.

Mildew Mould Spore(s) or Allergens

(15) liability directly or indirectly occasioned by, happening through, arising out of, resulting from or in connection with any fungus of any kind whatsoever, including but not limited to mildew, mould, spore(s) or allergens; or any costs or expenses associated, in any way, with the abatement, mitigation, remediation, containment, detoxification, neutralization, monitoring, removal, disposal, or any obligation to investigate or assess the presence or effects of fungus of any kind whatsoever, including but not limited to mildew, spore(s), or allergens; or any obligations or duty to defend any actions directly or indirectly occasioned by, or happening through, arising out of, resulting from or in connection with any fungus of any kind whatsoever, including but not limited to mildew mould spore(s) or allergens irrespective of the cause of such fungus, mildew, mould, spore(s) or allergens, and whenever or wherever occurring.

For the purposes of this exclusion bodily injury shall include mental anguish, mental injury and/or emotional distress.

Component Building Material

(16) liability directly or indirectly caused by, resulting from or in connection with any component building material that must be removed, encapsulated, or otherwise abated because its presence or release is a hazard to human health

Terrorism

(17) Notwithstanding General Exclusion 2(a) the Insurer will not indemnify the Insured in respect of any liability arising under this Sub-Section arising out of Terrorism.

Heat Conditions

(18) The Insurer will not indemnify the Insured in respect of liability arising out of the use of any oxy-acetylene or electric welding or power driven cutting or grinding equipment or other spark emitting equipment or any blow lamp or blow torch or other equipment producing a naked flame away from the Insured's own Premises.

IN ADDITION THE INSURERS WILL PROVIDE INDEMNITY UNDER THIS SUB-SECTION AS FOLLOWS

Indemnity to Others

(1) If you so request:

(a) any of your directors, partners or Employees in respect of liability for which you would have been entitled to indemnity under this Sub-Section had the claim for which indemnity is being sought been made against you.

(b) any officer or member of your social, sports or welfare organisations or fire, first aid or ambulance services while acting in their respective capacities as such.

(2) The legal personal representatives of any deceased person who was entitled to claim indemnity under this Sub-Section in respect of liability incurred by that person.

(3) Any principal in like manner to you where any contract or agreement entered into by you for the performance of work so requires in respect of the principal's liability arising from the performance of work by you.

Cross Liabilities

If the Insured comprises more than one party, the Insurers will provide indemnity to each in the same manner and to the same extent as if a separate Policy has been issued to each provided that the total amount payable in respect of any one claim or series of claims arising from one source or original cause shall not exceed the Limit of Indemnity stated in the Schedule applicable to this Sub-Section.

SECTION 3 - PUBLIC AND PRODUCTS LIABILITY CONTINUED

Compensation for Court Attendance

In the event of the following persons attending court at the request of the Insurers in connection with a claim under this Sub-Section the Insurers will compensate you at a rate of each person's wages or salary or at the following rates whichever is the less for each day on which attendance is required:

- (1) by you or any of your directors or partners €250 per day
- (2) by any of your Employees €100 per day

Leased and Rented Premises

Exclusion 4(a) of this Sub-Section does not apply to physical loss or damage to premises leased or rented to you in connection with your Business.

Wrongful Arrest

Legal liability to pay compensation together with Costs and Expenses following any charge of wrongful arrest or malicious prosecution made against you during the Period of Insurance in respect of any allegation of theft or the improper conduct by any person (other than your Employees) at the Premises

Overseas Personal Liability

The Insurer will within the terms of this Sub-Section indemnify:

- (a) the Insured
- (b) at the request of the Insured:
 - (i) any director, partner or Employee of the Insured
 - (ii) any spouse or child of the persons stated in paragraphs (a) or (b) (i) above who are accompanying such persons

against liability incurred by such persons in a personal capacity in a country outside of the Territorial Limits whilst on a temporary visit to such country in connection with the Business.

Provided that:

- (1) any person entitled to indemnity under this extension shall as though they were the Insured be subject to the terms,

Exceptions and Conditions of this Policy insofar as they can apply.

- (2) nothing in this extension shall increase the liability of the Insurer to pay any amount exceeding the Limit of Indemnity for this Sub-Section as stated in the Schedule regardless of the number of persons claiming to be indemnified.

- (3) The Insurers shall not provide indemnity against:

- (a) Contractual Liability.
- (b) liability for which indemnity is provided by any other insurance.
- (c) liability in respect of Damage to Property belonging to or in the custody or under the control of any person entitled to indemnity under this extension.
- (d) liability in respect of Bodily Injury to any person entitled to indemnity under this extension.
- (e) liability caused by or arising from:
 - (i) the ownership or occupation of land or buildings.
 - (ii) the carrying on of any business, profession, trade or employment.
 - (iii) the ownership, possession or use of animals other than horses or domestic dogs or cats.

SECTION 3 - PUBLIC AND PRODUCTS LIABILITY CONTINUED

Contingent Liability for Employee's Vehicles

Exclusion (10) of this Sub-Section excludes mechanically propelled vehicles but the Insurers will indemnify you for liability caused by or in connection with any vehicle owned by an Employee which is being used in the course of your Business.

Excluding any liability:

(1) arising when such vehicle is being driven:

(a) by you.

(b) with your consent by anyone whom you know does not hold a licence to drive such vehicle, unless such person has held and is not disqualified from holding or obtaining such a licence.

(c) used in circumstances in which it is compulsory for the Insured to Insure or provide security as a requirement of any Road Traffic Legislation.

(2) for physical loss of or damage to any such vehicle.

(3) for any use outside the Territorial Limits.

Vehicles used as a Tool of Trade

Exclusion (10) of this Sub-Section excludes mechanically propelled vehicles but the Insurers will indemnify you for your liability arising out of:

(1) the use in connection with your Business of any mechanically propelled vehicle (or trailer attached to it) as a tool of trade.

(2) the loading or unloading of or bringing of a load to or taking of a load from any vehicle, machine or trailer.

Excluding liability for which compulsory insurance or security is required under any legislation governing the use of the vehicle or for which indemnity is available under any other insurance.

Sudden and Unintended Pollution

Pollution is excluded by General Exclusion 18 of this Policy but this Sub-Section provides Pollution cover subject to all other provisions of this Policy for legal liability, as provided for herein, in respect of Injury or loss of or damage to property caused solely by Pollution:

(1) which results from a sudden, identifiable, unintended and unexpected incident and

(2) such incident occurs entirely at a specific and identified time and place while the Policy remains in force.

Provided that:

(a) all Pollution which arises out of any one incident will be deemed to have happened at the time such incident takes place.

(b) the Insurers will not indemnify you against liability in respect of Pollution happening anywhere in the United States of America or Canada.

(c) the total liability of the Insurers for compensation will not exceed the Limit of Indemnity stated in the Schedule applicable to this Sub-Section for this additional cover and for any claim otherwise payable under this Sub-Section arising from the same source or original cause.

SECTION 3 - PUBLIC AND PRODUCTS LIABILITY CONTINUED

SUB-SECTION 3B – PRODUCTS LIABILITY

This Sub-Section applies only to **Occurrences** happening during the Period of Insurance and notified to the **Insurer** in accordance with the relevant Terms and Conditions, unless stated otherwise. Cover under this Sub-Section is based on the limitation of the terms and conditions for the Irish International Freight Association.

Section Definitions

For the purpose of this Sub-Section, the following Definitions are applicable:

Occurrences shall mean any loss, event, incident or accident, or series of losses, events, incidents or accidents arising out of, consequent upon or directly or indirectly attributable to one source or original cause or common underlying causes, whether or not occurring at the same time or location.

Personal Injury shall mean

1. false arrest, false detention, false imprisonment;
2. malicious prosecution;
3. invasion of privacy;
4. wrongful entry, wrongful eviction, interference with the right of private occupancy.

Advertising Injury shall mean

1. infringement of copyrighted advertising materials, titles or slogans; or
2. misappropriation of advertising ideas or style of doing business; or
3. oral, broadcast, telecast or written publication of material that slanders or libels a person or disparages a person's goods, **Products Supplied** or services; or
4. oral, broadcast, telecast or written publication of material that violates an individual's right of privacy;
5. plagiarism or misappropriation of advertising ideas or style of doing business;

in the course of advertising the **Insured's** goods, **Products Supplied** or services, however the **Insurer** will not be liable for:

- a. the oral, broadcast, telecast or written publication of material whose first publication took place before the inception of the Period of Insurance; or
- b. the failure of goods, products or services to conform with advertised quality or performance; or
- c. the incorrect description or mistake in advertised price of goods, **Products Supplied** or services sold, offered for sale or advertised; or
- d. the infringement of registered trademarks, patents, registered designs, service marks or trade names (other than infringement of copyrighted advertising materials, titles or slogans); or
- e. the breach of contract (other than liability for unauthorised misappropriation of advertising ideas based upon breach or alleged breach of an implied contract); or
- f. the advertising activities undertaken on behalf of another party by the **Insured** engaged in the business of advertising or undertaken for a fee; or
- g. any offence committed by the **Insured** whose business is advertising, broadcasting, publishing or telecasting;
- h. Advertising Injury in the United States of America or Canada or any territory within their jurisdiction.

SECTION 3 - PUBLIC AND PRODUCTS LIABILITY CONTINUED

Financial Loss shall mean a pecuniary loss or expense sustained by any customer who is in receipt of **Products Supplied** by the **Insured** resulting from the defective or harmful condition of such **Products Supplied** or their failure or any part thereof to perform the function for which they were supplied under the law of Tort, but this shall not extend to any such loss or expense arising under the law of contract, unless also recoverable in the absence of such contract under the law of Tort.

Insuring Clause

The **Insurer** shall indemnify the **Insured** in respect of:

1. the **Insured's** legal liability to third parties to pay damages in respect of:
 - a. accidental **Injury** to any person other than the **Insured**; and
 - b. accidental **Damage** to property; and
 - c. accidental **Personal Injury**; and
 - d. unintentional **Advertising Injury**; and
 - e. accidental nuisance, trespass or interference with any easement right of air, light, water or way; and
2. claimant's costs and expenses arising in respect of any claim against the **Insured** which may be the subject of indemnity under this Sub-Section; and
3. **Legal Costs** in connection with the defence of any claim; and
4. **Solicitors' Fees** in respect of any alleged breach of statutory duty resulting in **Injury**,

occurring anywhere in the world during the Period of Insurance and which arise in connection with the **Insured's Products Supplied**, but excluding any claim arising out of **Pollution or Contamination**.

Limit of Liability

Irrespective of the number of parties entitled to indemnity, or the number of claimants, the **Insurer's** liability under the 'Products Liability Insuring Clauses 1, 2 and 4' of this Sub-Section, including all Extensions, in respect of or arising from one claim or a series of claims against the **Insured** arising out of one **Occurrence** under this Sub-Section and in the annual aggregate for all **Occurrences** during one Period of Insurance, shall not exceed the Limit of Liability specified in the Policy Schedule.

Legal Costs

Legal Costs shall be paid in addition to the Limit of Liability specified in the Policy Schedule.

However, in respect of any claim brought in the United States of America or Canada or any territory within their jurisdiction under this Sub-Section, **Legal Costs** shall be payable as part of, and not in addition to, the applicable Limit of Liability specified in the Policy Schedule.

Except where the Limit of Liability is inclusive of **Legal Costs**, if payment exceeding the Limit of Liability has to be made to dispose of a claim the **Insurer's** liability to pay all **Legal Costs** shall be limited to such proportion of the said **Legal Costs** as the Limit of Liability bears to the total amount to be paid to dispose of the claim.

SECTION 3 – PUBLIC AND PRODUCTS LIABILITY CONTINUED

Exclusions

The following Exclusions apply to this Sub-Section only, in addition to the General Policy Exclusions.

The **Insurer** shall not be liable under this Sub-Section of the Policy in respect of any loss based on, arising out of or in any way connected to:

Products Supplied

any **Products Supplied** which:

1. to the knowledge of the **Insured** are sold, supplied, erected, repaired, altered, treated or installed by the **Insured**, in or for delivery or use in the United States of America or Canada or any territory within their jurisdiction; or
2. are sold, supplied, erected, repaired, altered, treated or installed in or for use in or on, any aircraft, aerospace device, hovercraft or waterborne craft or for marine or aviation purposes; or
3. are in the possession of or under the control of the **Insured**.

Extensions

Notwithstanding any Exclusion to the contrary, the following Extensions of cover shall apply, subject to the Limits, Terms and Conditions of this Sub-Section of the Policy. For the avoidance of doubt, the insurance provided under these Extensions shall be subject to the applicable Sub-Limits, if any, as specified. Unless otherwise stated in the Policy Schedule, all Extensions shall be inclusive within any Limit stated for this Sub-Section.

Financial Loss - This Extension applies on a Claims Made basis.

This Sub-Section is extended to indemnify the **Insured** for all sums which the **Insured** shall become legally liable to pay and **Legal Costs** arising out of any claim for accidental **Financial Loss** first made against the **Insured** during the Period of Insurance and notified to the **Insurer** within thirty days after expiry of the Period of Insurance, in connection with the **Business**.

The liability of the **Insurer** under this Extension shall not exceed of the sub-Limit of Liability stated in the Policy Schedule.

However the indemnity granted by the Extension shall not apply in respect of any of the following:

1. the **Excess** as stated in the Policy Schedule;
2. liability which attaches solely because of a contract or agreement;
3. liability arising out of or in connection with delays, strikes or labour disturbances;
4. any **Financial Loss** sustained outside the United Kingdom;
5. liability caused by or arising from an act of fraud or dishonesty by the **Insured**;
6. liability arising out of the failure by the **Insured** to meet delivery dates and/or complete any work on time;
7. claims brought by an **Insured** against another parent or subsidiary of the **Insured**.
8. any claim or circumstances known to the **Insured** prior to the inception of this Policy and which the **Insured** knew or should reasonably have assumed might result in a claim;
9. liability, where the circumstances giving rise to **Financial Loss** occurred or are alleged to have occurred prior to the Retroactive Date specified in the Policy Schedule;
10. any expense incurred for the withdrawal, inspection, repair or replacement of **Products Supplied**;
11. fines, penalties, liquidated damages or payment to any statutory authority arising out of the enforcement or statutory requirements or the performance of statutory duties;
12. **Injury** or damage to **Property** which would otherwise be a matter for indemnity under this Policy; or
13. passing off or infringement of any patent, copyright, design, trade mark, trade name or of any intellectual property right.

SECTION 3 – PUBLIC AND PRODUCTS LIABILITY CONTINUED

Vendors – Additional Insured

The Policy shall automatically include as an additional **Insured** any vendor with whom the **Insured** is required by contract or agreement to provide insurance in respect of the distribution or sale of the **Products Supplied** in the regular course of the vendor's business.

However this Extension shall not apply to legal liability arising from:

1. any express warranty not authorised by the **Insured**;
2. any physical or chemical changes to the **Product Supplied**, packaging or labelling not authorised by the **Insured**;
3. any **Products Supplied** which after sale or distribution by the **Insured** have been labelled or relabelled or used as a container, part or ingredient of any other product by or for the vendor;
4. any liability other than arising out of the **Insured's** negligence; or
5. any failure by the vendor to conduct agreed or usual testing or inspection of the **Product Supplied**;
6. any **Products Supplied** which to the knowledge of the **Insured** are distributed by any vendor in the United States of America or Canada or any territory within their jurisdiction.

SECTION 4 – EMPLOYERS’ LIABILITY

This Section applies only if stated as INSURED in the Policy Schedule

INSURING CLAUSE

In the event of Injury to any Employee caused during the Period of Insurance and arising out of and in the course of their employment by you in connection with your Business within the Territorial Limits, the Insurers will indemnify you against all sums that you shall become legally liable to pay as compensation in respect of such Injury together with Costs and Expenses.

BASIS OF PAYMENT

The liability of the Insurers for compensation and Costs and Expenses will not exceed the Limit of Indemnity stated in the Schedule applicable to this Section for any one claim or series of claims arising from one source or original cause.

The Insurers may at any time pay to you or anyone else entitled to indemnity under this Section:

- (1) the amount stated as the Limit of Indemnity in the Schedule applicable to this Section after deducting any sum or sums already paid as compensation and any Costs and Expenses paid by the Insurers or
- (2) any lesser amount for which any claim or claims can be settled and upon such payment the Insurers will relinquish conduct and control of and be under no further liability in connection with such claim or claims except for Costs and Expense incurred or which can be recovered in respect of action taken before the date of Insurers’ payment under this Section.

Any sum paid will be inclusive of all Costs and Expenses incurred and no further sums will be payable by the Insurers.

EXCLUSIONS TO THE EMPLOYERS’ LIABILITY SECTION

There will be no indemnity under this Section for:

Excess

- (1) the amount stated in the Schedule as the Excess for this Section.

Work Offshore

- (2) you or anyone claiming indemnity under this Section in respect of liability arising Offshore.

Indemnity for director’s partners and Employees

- (3) liability of any of your director’s, partners or Employees for which you would not have been entitled to indemnity if the claim had been made against you.

Fines or Penalties

- (4) the payment of fines or penalties.

Mechanically propelled vehicles

- (5) Injury to any Employee whilst:

(a) carried in or upon

(b) entering or getting on to or alighting from any mechanically propelled vehicle in circumstances where any road traffic legislation requires insurance or security.

Asbestos

- (6) liability arising out of or related to the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use or exposure to asbestos or materials or products containing asbestos. It is a condition precedent to the liability of the Insurers that the Insured do not manufacture, mine, process, distribute, test, remediate, remove, store, dispose, sell or use asbestos or materials or products containing asbestos.

SECTION 4 – EMPLOYERS’ LIABILITY CONTINUED

Hazardous Locations

Any claim arising:

(a) in connection with any manual work on or in:

(i) docks, harbours or railways.

(ii) Watercraft.

(iii) chemical or petro chemical works, oil or gas refineries or storage facilities.

(iv) Aircraft, airports or airfields.

(v) power stations.

(vi) nuclear power stations.

(vii) any installations where nuclear processing is undertaken.

(viii) Towers, steeples, chimney shafts, blast furnaces, viaducts, bridges, tunnels, flyovers, dams, motorways, quarries, mines or collieries.

(b) directly or indirectly from or in consequence of work undertaken by any person employed at a height above 5 metres from the surrounding floor or ground level or at a depth more than ½ metre below ground level

Terrorism

(8) Notwithstanding General Exclusion 2(a) the Insurer will not indemnify the Insured in respect of any liability arising under this section arising out of Terrorism.

IN ADDITION THE INSURERS WILL PROVIDE INDEMNITY UNDER THIS SECTION AS FOLLOWS

Indemnity to Others

(1) If you so request:

(a) any of your directors, partners or Employees in respect of liability for which you would have been entitled to indemnity under this Section if the claim for which indemnity is being sought had been made against you.

(b) any officer or member of your social, sports and welfare organisations or fire, first aid or ambulance services while acting in their respective capacities as such.

(2) The legal personal representatives of any deceased person who was entitled to claim indemnity under this Section in respect of liability incurred by that person.

(3) Where any contract or agreement entered into by you so requires, any principal in like manner to you in respect of the principal's liability arising from the contract or agreement but only so far as concerns liability to an Employee.

Provided that they observe the terms of this Policy as far as they can apply.

Contractual Liability

Subject to Exclusion (3) of this Section where any contract or agreement entered into by you so requires, liability assumed by you by virtue of such contract or agreement but only in so far as concerns liability to an Employee.

Cross Liabilities

If the Insured comprises more than one party the Insurers will provide indemnity to each in the same manner and to the same extent as if a separate Policy has been issued to each provided that the total amount payable in respect of any one claim or series of claims arising from some source or original cause shall not exceed the Limit of Liability stated in the Schedule applicable to this Section.

Compensation for Court Attendance

In the event of the following persons attending court at the request of the Insurers in connection with a claim under this Section, the Insurers will compensate you at the rate of each person's wages or salary or at the following rates whichever is the less for each day on which attendance is required:

SECTION 4 – EMPLOYERS’ LIABILITY CONTINUED

- (1) by you or any of your directors or partners € 250 per day.
- (2) by any of your Employees € 100 per day.

Unsatisfied Court Judgements

In the event of a judgement for damages being obtained against someone other than you:

(1) under the jurisdiction of a court in England, Scotland, Wales, Ireland, the Channel Islands or the Isle of Man by any Employee or their representative

(2) in respect of Injury arising out of and in the course of your Employee’s employment or engagement by you which remains unsatisfied in whole or in part six months after the date of such judgement, the Insurers will at your request pay to your Employee or representative the amount of any damages or awarded costs to the extent that they remain unsatisfied.

Provided that:

(a) there is no appeal outstanding.

(b) the judgement relates to Injury which would otherwise be covered under this Section.

(c) any payment made by the Insurers will be only in respect of liability for which you would have been entitled to indemnity under this Section had judgement been made against you.

(d) the Insurers are entitled to take over and prosecute for their own benefit any claim made against any other person and you and your Employee or their representative must provide all information and assistance required by the Insurers.

Temporary employees

If the basis of your policy for the purpose of this section is annual wage roll, then any person or persons employed by you on a temporary basis must be included in your estimates and declarations of annual wage roll.

If the basis of your policy for the purpose of this section is vehicle numbers or employee numbers, then we will agree to cover persons temporarily employed by you, as may be required from time to time for the purpose of continuity of the working of your business. This cover extension is only deemed to apply on the basis that full vehicle numbers (working non-private vehicles of any nature) owned, hired*, leased*, rented* or borrowed* (*on a long term or regular basis) by you are declared in full at inception of this policy and you keep insurers updated on vehicle numbers held as appropriate throughout the policy period. Should you possess any excess vehicles or employ any regular additional employees above the number(s) declared at inception or during the policy period that are not agreed by the insurer, this allowance for temporary employees is deemed not to apply.

It is a condition of this cover extension that all temporary employees must be paid in a manner that is clear and traceable and can be proven upon request.

Please refer to your schedule for basis of your policy

GENERAL CLAIMS CONDITIONS

1) Action by the **Insured**

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 or in respect of theft by employees where covered 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 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 business Interruption 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**

No claim under the Policy shall be payable unless the terms of this Condition have been complied with

2) Rights of the Insurer 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 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 there shall be in force any other insurance effected by or on behalf of the **Insured** providing cover against such a claim

3) Contribution in respect of Sections 1, 2 and 3 (not applicable to Personal Accident (Assault))

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

GENERAL CLAIMS CONDITIONS CONTINUED

- 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

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 Co-operation

The **Insured** will provide all help and assistance and co-operation required by the **Insurer** in connection with any claim

USEFUL INFORMATION

How to Make a Claim

Please telephone the dedicated claims line (+44) 1274 518383

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 (+44) 1274 518383

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

Telephone: (+353) 14 852 980

E-mail: info@lcsi.ie

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)

13-18 City Quay, Dublin 2, D02 ED70

E-mail: info@nbsireland.com

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

3rd Floor, Lincoln House

Lincoln Place

Dublin 2

DO2 VH29

Tel: (+353) 15 677 000

Fax: (+353) 16 620 890

Email: info@fspo.ie

www.fspo.ie

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

N|B|S
Ireland

E: info@nbsireland.com

W: www.nbsireland.com

Registered Office: 13-18 City Quay, Dublin 2, D02 ED70.
Authorised and regulated by the Central Bank of Ireland.
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ACCELERANT 