



Residential and Commercial Insurance Policy

Residential and Commercial Insurance Policy

This Policy (and the schedule which forms an integral part of the Policy) is a legal contract. Please examine it thoroughly to ensure that it meets Your requirements. If it does not, please advise Your insurance broker or adviser immediately.

We would remind you that You are required to inform Us immediately of any material facts or changes. Failure to do so may invalidate Your policy or result in certain covers not operating fully. If You are in any doubt as to whether a fact or change is material or not, please contact Your insurance broker or adviser.

RSA Insurance Ireland DAC (herein called the Company) and the Insured agree that

- (a) this Policy the Schedule (including any Schedule issued in substitution) and any memoranda shall be considered the contract and any word or expression to which a specific meaning has been attached or which is in capital letters and/or in bold shall bear such meaning wherever it appears and
- (b) any information supplied by the Insured or their insurance broker or agent or intermediary shall be incorporated into the contract and
- (c) the Company has relied on the information provided by the Insured and/or their broker in correspondence, proposal forms and other communications in providing the insurance and
- (d) the Company shall provide the insurance described in the contract subject to the terms and conditions for the Period of Insurance shown in the Schedule and any subsequent period for which the Insured shall pay and the Company shall agree to accept the premium and
- (e) all monies which become or may become due under this Policy will in accordance with Section 93 of the Insurance Act 1936 be payable and paid in the Republic of Ireland in Euros unless we specifically say otherwise and
- (f) all amounts in the contract are stated in Euro currency amounts unless specifically stated to the contrary and
- (g) the parties to a contract of insurance covering a risk situated in the Republic of Ireland are permitted to choose the law applicable to the contract. The Company proposes that the contract will be governed by Irish Law.
all communications between the Insured and the Company will be in English and
- (h) stamp Duty has been or will be paid in accordance with Section 5 of the Stamp Duties Consolidation Act 1999 (as amended)

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DEFINITIONS

The following expressions shall have the meanings set out below wherever they appear in the Policy.

Accidental Damage	Damage immediately caused by external means other than a deliberate act of the Policyholder
Asbestos	Asbestos shall mean crocidolite amosite chrysotile fibrous actinolite fibrous anthophyllite or fibrous tremolite or any mixture containing any of those minerals
Asbestos Containing Materials	Asbestos Containing Materials shall mean any material containing Asbestos or Asbestos Dust
Asbestos Dust	Asbestos Dust shall mean fibres or particles of Asbestos
Betterment	Increase in value following repair or replacement
Buildings	The buildings and Services including outbuildings garages swimming pools tennis courts patios terraces drives footpaths walls gates hedges fences and fixtures and fittings including fitted wooden or laminated flooring and any fitted kitchen bathroom or bedroom units and their integrated appliances excluding aerials satellite aerials and their fittings or masts
Business	The business as described in the Schedule
Company/We/Us	RSA Insurance Ireland DAC RSA House Dundrum Town Centre Sandford Road Dundrum Dublin 16
Contents	Furniture carpets furnishings and all other property including aerials satellite aerials and their fittings or masts which belong to or are the legal responsibility of the Policyholder within the Premises but excluding <ul style="list-style-type: none">- Buildings- Caravans boats motor vehicles trailers vessels aircraft and their respective accessories or parts- Living creatures- Articles of gold silver or other precious metal jewellery or furs- Clothing personal effects money stamps coins and other collections certificates cheques securities or documents of any kind- Property used or held for business or professional purposes- Property which belongs to or is the responsibility of any Resident
Damage	Damage shall mean physical loss or destruction or physical damage
Employee	Any <ul style="list-style-type: none">- person under a contract of service or apprenticeship with the Policyholder- labour master and persons supplied by him- persons employed by labour only sub-contractors- self employed person- person hired from any public authority company firm or individual while under the direct control and supervision of the Policyholder and working for the Policyholder in connection with the Business
Endorsement	Any alteration made to the Policy which has been agreed by Us in writing
Event	One occurrence or all occurrences of a series consequent on or attributable to one source or original cause
Excess	The first part of each and every loss to be borne by the Policyholder at each separate Premises as ascertained after the application of all other terms and conditions of the Policy including the Underinsurance provision
Family	The spouse partner children (including adopted and foster children) parents or other relatives of the Policyholder or Resident who normally reside in the same Unit as the Policyholder or Resident
Geographical Limits	The Republic of Ireland Northern Ireland England Scotland Wales the Isle of Man and the Channel Islands
Ground Heave	The upward movement or expansion of the site due to the removal of load from it or to actions within the site itself
Indemnity Period	The maximum period from the date of the Damage for which the Company shall be liable to pay any loss such period being the number of months shown in the Policy
Landslip	The downward movement of sloping ground resulting from the action of self-weight stresses and imposed loadings exceeding the available strength of the ground
Occupied	A Unit that is not unoccupied not untenanted or in active use for more than 30 consecutive days

DEFINITIONS

Period of Insurance	The period shown in the Schedule and any further period for which the Policyholder has paid or has agreed to pay and We have accepted or have agreed to accept the premium
Policy	The documents consisting of the Proposal Form or Statement of Fact this Policy book and the Schedule
Policyholder/You/Your	The person company or firm named as Policyholder in the Schedule
Proposal Form	The form signed by You which describes You any detail specific to You or the property and all material information relevant to the cover which You have requested
Resident	The person residing or living in the Unit and any member of their Family
Risk Control Programme	The requirements put forward by the Company following a survey of the Policyholder Premises
Schedule	The document which describes You and the Sum Insured and any details of Your Policy that are specific to You
Services	Services shall mean telephone gas and water mains electrical instruments meters piping cabling and the like and the accessories thereon extending from the buildings to the perimeter of the premises or to the public mains (including those underground)
Settlement	The downward movement of the site due to the application of a superimposed loading from a Building
Subsidence	The downward movement of a site on which the Buildings stand from causes unconnected with loading from a Building
Statement of Fact	The statement issued by Us that is a record of the information advised to RSA Insurance Ireland Limited and facts communicated to Us about Your risk which have been relied upon when calculating the premium and applying terms and conditions to Your Policy
Storm	A violent atmospheric disturbance with strong winds which is capable of causing Damage to a Building which is in sound condition and good repair
Sum Insured	The amount for which each type of property is insured as shown in the Schedule
(Unin)habitable	(Un)fit for normal active use
Unit	Self-contained residential or commercial space forming part of the Premises
Unoccupied	A Unit that is unoccupied untenanted or not in active use for more than 30 consecutive days

SECTION I – PROPERTY DAMAGE INSURANCE

The Buildings and Contents within the Premises as described in the Schedule are insured against Damage by the following causes:

1 Fire (including smoke) lightning explosion earthquake

We will not pay for Damage caused by

- a) smog
- b) agricultural or industrial operations
- c) any gradual process

2 Storm or flood

We will not pay for

- a) Damage occurring while the Premises is Unoccupied
- b) Damage occurring in any Unit that is Unoccupied but this exclusion shall not apply to any resulting Damage to another Unit that is not Unoccupied
- c) Damage by frost but this exclusion shall not apply to Damage by the act of freezing
- d) Damage to gates hedges fences or tennis courts
- e) Damage to moveable property left in the open air
- f) Damage by wear and tear or gradually operating cause

3 (i) Water or oil escaping from a fixed water or heating installation or domestic appliance
(ii) Freezing of a fixed water or heating installation

We will not pay for

- a) Damage occurring while the Premises is Unoccupied
- b) Damage occurring in any Unit that is Unoccupied but this exclusion shall not apply to any resulting Damage to another Unit that is not Unoccupied
- c) costs incurred where such Damage is attributable solely to changes in the water table level
- d) Damage by wear and tear or gradually operating cause
- e) Damage to any Unit caused by the gradual ingress of water from its shower unit and/or bath through seals or grouting
- f) Damage to the component or appliance from which the water or oil escapes other than by the act of freezing

4 Riot civil commotion strike or labour disturbance malicious persons or vandals

We will not pay for

- a) Damage caused by the Policyholder or any member of the Policyholder's family or any director of the Policyholder or any Employee
- b) Damage caused by any Resident to the Unit in which he/she is residing
- c) Damage to any Unit while the Unit is Unoccupied
- d) Damage occurring while the Premises is Unoccupied
- e) Damage caused by persons lawfully in any Unit or the Premises
- f) Damage arising from confiscation requisition or destruction by order of the government or any public authority

5 Theft or attempted theft

We will not pay for

- a) Damage caused by the Policyholder or any member of the Policyholder's family or any director of the Policyholder or any Employee
- b) Damage caused by any Resident to the Unit in which he/she is residing
- c) Damage to any Unit while the Unit is Unoccupied
- d) Damage caused by persons lawfully in any Unit or the Premises
- e) Damage by theft except where there is forcible and violent entry into or exit from any part of the Premises

6 Subsidence Landslip or Ground Heave

We will not pay for

- a) Damage to swimming pools tennis courts drives footpaths boundary walls gates hedges or fences
- b) Damage to solid floor slabs or loss or damage resulting from the movement of solid floor slabs unless the foundations beneath the external walls of the Buildings are damaged by the same cause and at the same time
- c) Damage resulting from coastal or river erosion
- d) Damage occurring as a result of the construction demolition structural alteration or structural repair to the Buildings
- e) faulty workmanship defective design or the use of defective materials or Damage caused by any of them
- f) Damage arising from Settlement
- g) Damage commencing prior to the granting of cover under this insurance

SECTION I – PROPERTY DAMAGE INSURANCE

7 Falling trees or branches

We will not pay for Damage to gates hedges or fences

8 Falling aerials satellite aerials their fittings or masts

We will not pay for Damage to the aerials fittings or masts

9 Impact involving aircraft or aerial devices or vehicles or anything dropped from them

10 Impact by animals

We will not pay for Damage caused by domestic pets

11 Accidental Damage

We will not pay for

- a) Damage to any of the property caused by inherent vice latent defect gradual deterioration wear and tear
- b) Damage by any of the causes 1 - 10 and Damage which is specifically excluded by those causes whether insured or not
- c) faulty workmanship defective design the use of defective materials or Damage caused by any of these
- d) Damage caused by corrosion rust wet or dry rot shrinkage evaporation loss of weight dampness dryness marring scratching vermin or insects
- e) Damage resulting from the construction demolition structural alteration or structural repair of any property
- f) Damage caused by the process of cleaning dyeing repair or restoration
- g) Damage by mechanical electrical electronic or computer failures or breakdown or breakages
- h) Damage to the Buildings caused by its own collapse or cracking
- i) Damage caused by pollution or contamination

12 Landscaping costs incurred to make good Damage to lawns trees plants and shrubs at Your site resulting from Damage by cause 1 provided the Buildings are damaged at the same time

We will not pay for any amount in excess of €15,000 any one Event

13 Charges levied by a Local Authority in accordance with the provisions of legislation in controlling or extinguishing a fire affecting or threatening to affect the property insured by this Policy or any other measures to prevent or minimise Damage by causes 1-10

We will not pay for any amount in excess of €15,000 any one Event

14 Trace and Access

In the event of Damage by the escape of gas oil water at in onto or into the Premises this insurance extends to costs incurred in locating the source of the Damage as insured under the Policy

We will not pay any costs incurred in locating the source of the Damage beyond the Premises

We will not pay for an amount in excess of €15,000 any one Event

15 Door locks and keys

The Policy is extended to include the replacement of locks and keys to any external door at the Premises provided that the lock has suffered Damage

The Policy is extended to include the reasonable expenses incurred in necessarily replacing locks and keys to any external door consequent upon Theft (as insured) of keys from the Premises

We will not pay for an amount in excess of €1,500 any one Event

Maintenance

Whilst this policy insures You against a wide range of contingencies it does not insure You against every possible loss for example it is not a maintenance contract and it is a condition of this Policy that the Premises is kept in good repair and that reasonable steps are taken to avoid Damage

CLAIMS SETTLEMENT

1 Basis of Settlement

We will pay the following costs in respect of work carried out in repairing or replacing the damaged parts of the Buildings and Contents

- a) the cost of rebuilding all the Buildings in the same form size style and condition as when new
- b) the cost of replacing Contents as new except that we will make a deduction for wear and tear for the following items where they are more than 4 years old
 - household linen and fabrics
 - floor coverings
 - TV audio video computer and recording equipment and ancillary equipment including CD's tapes records and software
- c) architects' surveyors' and legal fees necessarily incurred in repair or replacement but excluding fees incurred in preparing or furthering any claim under this Policy
- d) the additional costs of reinstatement of Buildings as may be incurred with the Company's consent in complying with building regulations or local authority or other statutory requirements first imposed upon the insured following Damage provided that reinstatement is completed within twelve months of the occurrence of the Damage or within such further time as the Company may in writing allow

The Company's liability any one Event shall not exceed €250,000

- e) the cost of removing debris demolition shoring-up or propping necessarily incurred in repair or replacement

2 We reserve the right to withhold final payment until all works are complete the final invoice has been submitted and a final inspection has been completed by the Company

3 At its option the Company may rebuild or replace the Buildings and Contents destroyed or portions damaged but without being bound to rebuild or replace the property exactly or completely and only as circumstances permit and in reasonably sufficient manner

4 Alternative Basis of Settlement

The Company will pay repair or replace the value of the property at the time of its destruction or the amount of the Damage including the additional costs c) d) and e) above and subject to the provisions and exceptions applying to those costs

For the purpose of the Underinsurance clause the insurable amount shall be the total value of repair or replacement at the time of the Damage of the Buildings or Contents and the additional costs c) d) and e)

The Company's liability shall be limited to the Alternative Basis of Settlement

- a) until the cost of reinstatement has actually been incurred
- b) if the work of reinstatement is not carried out as quickly as is reasonably practicable
- c) if at the time of its Damage the Building or Contents is covered by any other insurance effected by or on behalf of the Policyholder and such other insurance is not on the identical basis of reinstatement defined in costs a) and b)
- d) if in the Schedule it is stated that the Alternative Basis of Settlement applies

5 The Policyholder shall at their own expense produce and give to the Company all such plans documents books and information as the Company may reasonably require

6 Partial Damage

Where Damage occurs to only part of the Buildings the Company's liability for all costs in total shall not exceed the amount which the Company would have been liable to pay to reinstate the Buildings had it been wholly destroyed

7 Reinstatement on Another Site

The work of reinstatement may be carried out wholly or partially upon another site and in any manner suitable to the requirements of the Policyholder provided that it does not increase the Company's liability and has been agreed with the Company

8 No payment will be made in addition for depreciation or loss of value as a result of repair or replacement of or Damage to the Buildings or Contents

9 Underinsurance

If at the time of any Damage the Sum Insured is less than the full rebuilding cost or replacement cost the amount otherwise payable shall be proportionately reduced

10 We will not pay for the cost of replacing or repairing any undamaged part of the Buildings or Contents which forms part of a suite or part of a common design or function when the Damage is restricted to a clearly identifiable area or to a specific part.

11 Where the Damage can be economically repaired or replaced We will either arrange or authorise repair or replacement

If an exact replacement is not available we will either arrange or authorise replacement with an item of a similar quality

Where the repair or replacement to the Buildings or Contents after Damage of any Buildings or Contents results in an increase in the value of the Buildings or Contents We may make a deduction in respect of Betterment

12 If the damaged parts of the Buildings cannot be economically repaired or replaced with an item of a similar quality We will pay the reduction in the market value of the Buildings prior to the Damage

If the Contents cannot be economically repaired or replaced with an item of similar quality We will make a cash payment equal to an agreed replacement value

CLAIMS SETTLEMENT

- 13 The Company's liability in any one Period of Insurance shall not exceed in the whole the total Sum Insured or in respect of any item its Sum Insured or any other stated limit of liability
- 14 If the Policyholder or Resident enters into a contract to sell his interest in the Premises or Unit and between exchange of contracts and completion of the sale the Buildings are damaged by causes 1 - 11 the purchaser shall be entitled to the benefit from this insurance in respect of such Damage when the sale is completed provided the Buildings are not otherwise insured by or on behalf of the purchaser
- 15 Inflation Protection - Buildings
The Sum Insured on Buildings will be adjusted monthly in line with the House Rebuilding Cost Index prepared by the Department of the Environment

Where there has been an inflationary increase above the House Rebuilding Cost Index or if this Index is not available We will use a suitable alternative index to review the Sum Insured

No additional premium will be charged for these adjustments between the anniversary dates of the Policy but the renewal premium will be calculated on the revised Sum Insured as appropriate

- 16 Inflation Protection - Contents
The Sum Insured will be adjusted at monthly intervals in accordance with the percentage change in the Durable Household Goods Section of the Consumer Price Index

Where there has been an inflationary increase above the Durable Household Goods Section of the Consumer Price Index or if this Index is not available We will use a suitable alternative index to review the Sum Insured

No additional premium will be charged for these adjustments between the anniversary dates of the Policy but the renewal premium will be calculated on the revised Sum Insured

- 17 Buildings Sum Insured
The Company's liability any one Event shall not exceed in respect of Buildings 125% of the Sum Insured shown in the Schedule

- 18 Mortgagees Non-Invalidation
The rights of the mortgagee shall not be prejudiced by any act of the mortgagor or occupier of any Buildings provided the mortgagee shall give notice in writing to the Company immediately on becoming aware of the act and pay such reasonable additional premium as may be required

SECTION 2 – ALTERNATIVE ACCOMMODATION/LOSS OF RENT

If any residential Unit is damaged and made Uninhabitable by causes 1-11 of Section 1 We will pay

- 1) the reasonable additional cost of comparable accommodation incurred with our consent during the period necessary to restore the Premises or Unit to a Habitable condition
- or
- 2) the rent the owner of the residential Unit would have received but has lost (including up to two year's ground rent) during the period necessary to restore the Premises or residential Unit to a Habitable condition

If any commercial Unit is damaged and made Uninhabitable by causes 1-11 of Section 1 We will pay the rent the owner of the commercial unit would have received but has lost during the period necessary to restore the Premises or commercial Unit to a Habitable condition

Provided that

- a) the amount the Company will pay shall not exceed 25% of the Sum Insured on Buildings applicable at the time the Damage occurred
- b) the maximum Indemnity Period is limited to twenty four months and shall apply from the date upon which the Damage occurred

GENERAL MEMORANDA

1 – Prevention of Access

This Policy includes loss of rent or alternative accommodation caused by the prevention of access to the Buildings or prevention of use of the Buildings in consequence of Damage by causes 1 - 11 insured to property in the immediate vicinity of the Buildings

The Company's liability any one Event shall not exceed €1,000,000

2 – Infectious Diseases Murder and Suicide

The word Damage is extended to include closure of the Premises or part thereof on the order or advice of any local or governmental authority as a result of an outbreak or occurrence at the Premises of

- a) any human contagious infectious disease an outbreak of which is required by law or stipulated by the governmental authority to be notified other than Acquired Immune Deficiency syndrome (AIDS) or any AIDS related condition
- b) food or drink poisoning
- c) infestation by vermin or pests
- d) defective sanitation

The word Damage is further extended to include

- e) any occurrence of murder or suicide at the Premises

Provided that

- 1) the maximum Indemnity Period is limited to three months and shall apply from the date from which the closure order is enforced
- 2) the Company's liability any one Event shall not exceed €1,000,000

3 – Public Utilities

In respect of rent or alternative accommodation the term Damage is extended to include Damage at any

- 1 Generating station or sub-station of the public electricity supply undertaking
- 2 Land based premises of the public gas supply undertaking or of any natural gas supply producer linked directly therewith
- 3 Water works or pumping station of the public water supply undertaking

From which the Insured obtains electricity gas or water

The Company's liability any one Event shall not exceed €1,000,000

SECTION 3 – PUBLIC LIABILITY INSURANCE

In this section the term Policyholder includes any director of the Policyholder or any Employee if the Policyholder so requests provided they are not entitled to indemnity from any other source and are subject to the terms of the Policy as far as they can apply

The Policyholder is indemnified against

1. liability at law for damages awarded by any court of law within the Geographical Limits in respect of accidental bodily injury (including death disease or illness) or accidental damage to material property occurring during any Period of Insurance in or about the Premises
2. liability at law for claimants' costs and expenses in connection with 1. above
3. all other costs and expenses incurred with the Company's written consent in relation to any matter which may form the subject of a claim under 1. above (incurred with the Company's written consent)

Provided that in respect of

- A. any one Event
- B. all incidents considered by the Company to have occurred during any Period of Insurance in respect of pollution or contamination of buildings or other structures or of water or land or of the atmosphere

the following shall apply

- 1 the total amount payable by the Company in respect of 1. above and all Extensions Additional Clauses and Memoranda shall not exceed the Limit of Indemnity
- 2 the Company may at any time pay the Limit of Indemnity less any sums already paid as damages or any less amount for which at the absolute discretion of the Company the claims arising out of such Event can be settled the Company will then relinquish control of such claims and be under no further liability in respect thereof except for costs and expenses for which the Company may be responsible prior to the date of such payment
- 3 where the Company is liable to indemnify more than one person the total amount of indemnity in respect of damages shall not exceed the Limit of Indemnity
- 4 the total amount payable by the Company in respect of all damages arising out of all claims during any Period of Insurance consequent on or attributable to one source or original cause irrespective of the number of Persons Entitled to Indemnity having a claim under this Policy consequent on or attributable to that one source or original cause shall not exceed the appropriate Limit of Indemnity stated in the Schedule
- 5 the total amount payable by the Company in respect of all damages arising out of all claims during any Period of Insurance irrespective of the number of sources or original causes of such claims and irrespective of the number of Persons Entitled to Indemnity having claims under this Policy in respect of those sources or original causes shall not exceed the appropriate Limit of Indemnity stated in the Schedule
- 6 for the purposes of the Limit of Indemnity all of the Persons Entitled to Indemnity under this Policy shall be treated as one party or legal entity so that there will be only two parties to the contract of insurance namely the Company and the Policyholder both as defined herein

If the Policyholder dies having incurred any liability which is covered by this section We will indemnify the legal personal representatives of the Policyholder provided that the legal personal representatives observe the terms of the Policy as far as they can apply

We will not pay for

- a) Damage to property belonging to or held in trust by or in the custody or control of the Policyholder
- b) Injury or Damage arising out of any profession or Business other than the Business described in the Schedule
- c) Injury or Damage arising out of ownership possession use by or on behalf of the Policyholder of mechanically propelled or assisted vehicles (other than gardening machinery and pedestrian controlled vehicles used in or about the Premises) caravans aircraft hovercraft or boats (other than hand propelled boats)
- d) Injury to any employee of the Policyholder arising out of and in the course of such employment
- e) Injury or damage arising out of ownership possession or use of Contents by or on behalf of any Resident incurred solely as owner (not as occupier) of the Unit
- f) Liability of any Resident incurred solely as owner occupier or tenant of the Unit in which he/she is residing
- g) Liability of any director of the Policyholder or any Employee for which the Policyholder would not have been entitled to indemnity if the claim had been made against the Policyholder
- h) Liability assumed by agreement unless the liability would have existed without the agreement
- i) Bodily injury death disease or illness or fear of suffering bodily injury death disease or illness arising out of actual or suspected exposure to Asbestos Asbestos Dust or Asbestos Containing Materials
- j) Accidental Damage to property arising out of actual or suspected exposure to Asbestos Asbestos Dust or Asbestos Containing Materials
- k) The costs of management removal repair alteration recall replacement or reinstatement of any property or part thereof arising out of the presence of Asbestos Asbestos Dust or Asbestos Containing Materials
- l) Liability caused by or arising out of pollution or contamination of buildings or other structures or of water or land or the atmosphere unless the pollution or contamination is caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific moment in time and place during any Period of Insurance
Provided that all pollution or contamination which arises out of one incident shall be considered for the purpose of this Policy to have occurred at the time such incident takes place

SECTION 4 – EMPLOYERS LIABILITY INSURANCE

The insurance provided by Section 4 is on a costs inclusive basis whereby the costs and expenses of the claimant and the costs and expenses (incurred by the Company or with the Company's written consent) of the Policyholder or any director of the Policyholder or any Employee are included within the limit of indemnity stated in the Schedule

In this section the term Policyholder includes any director of the Policyholder or any Employee if the Policyholder so requests provided they are not entitled to indemnity from any other source and are subject to the terms of the Policy as far as they can apply

The Policyholder is indemnified against

1. liability at law for damages awarded by any court of law within the Geographical Limits in respect of accidental bodily injury (including death disease or illness) to any Employee caused during the period of insurance in or about the Premises
2. liability at law for claimants' costs and expenses in connection with 1. above
3. all other costs and expenses in relation to any matter which may form the subject of a claim under 1. above incurred with the Company's written consent

Provided that in respect of any one Event

the following shall apply

- 1 the total amount payable by the Company under this Section (including all Extensions Additional Clauses and Memoranda) shall not exceed the Limit of Indemnity
- 2 the Company may at any time pay the Limit of Indemnity (less any sums already paid or incurred) or any less amount for which at the absolute discretion of the Company the claims arising out of such Event can be settled
The Company will then relinquish control of such claims and be under no further liability in respect thereof except for costs and expenses for which the Company may be responsible prior to the date of such payment
- 3 where the Company is liable to indemnify more than one person the total amount of indemnity in respect of all damages costs and expenses shall not exceed the Limit of Indemnity
- 4 the total amount payable by the Company in respect of all damages costs and expenses arising out of all claims during any Period of Insurance consequent on or attributable to one source or original cause irrespective of the number of Persons Entitled to Indemnity having a claim under this Policy consequent on or attributable to that one source or original cause shall not exceed the Limit of Indemnity stated in the Schedule
- 5 the total amount payable by the Company in respect of all damages arising out of all claims during any Period of Insurance irrespective of the number of sources or original causes of such claims and irrespective of the number of Persons Entitled to Indemnity having claims under this Policy in respect of those sources or original causes shall not exceed the appropriate Limit of Indemnity stated in the Schedule
- 6 for the purposes of the Limit of Indemnity all of the Persons Entitled to Indemnity under this Policy shall be treated as one party or legal entity so that there will be only two parties to the contract of insurance namely the Company and the Policyholder both as defined herein

If the Policyholder dies having incurred any liability which is covered by this section We will indemnify the legal personal representatives of the Policyholder provided that the legal personal representatives observe the terms of the Policy as far as they can apply

The insurance provided by this paragraph is in accordance with the provisions of any law relating to compulsory insurance of liability to employees within the Geographical Limits The Policyholder shall repay to Us all sums paid by Us which We would not have been liable to pay but for the provisions of such law

The indemnity will not apply

1. Nuclear Radiation
to legal liability of whatsoever nature directly caused by or contributed to or arising from
 - A. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - B. the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof where such legal liability is
 - i. that of any principal
 - ii. accepted under agreement and would not have attached in the absence of such agreement
2. Motor Insurance
in respect of Injury for which the Insured is required to arrange motor insurance or security in accordance with any road traffic legislation within the European Union

CONDITIONS

Conditions which apply to the whole Policy

- 1 This Policy shall be voidable in the event of misrepresentation misdescription or non-disclosure of any material fact
- 2 Observance of the terms of this Policy relating to anything to be done or complied with by the Policyholder is condition precedent to any liability of the Company
- 3 Your duty to prevent Damage or accidents
 - a) The Policyholder must take all reasonable steps to keep the Premises in good repair
 - b) Any defect discovered must be made good as soon as possible and the Policyholder shall take any additional precautions necessary for the prevention of Damage or accidents as the circumstances may require
 - c) We shall not be liable for any Damage or accidents caused by a defect which the Policyholder has failed to remedy after having received notice of the defect or which is obvious to the naked eye

4 Transfer of interest

The Policyholder may not transfer his interest in the Policy without our written approval

5 Cancellation of the Policy

- a) You may cancel this Policy by giving Us seven days' notice in writing
If You cancel the Policy You may be entitled to a refund of premium provided that no claim has been made during the current Period of Insurance
If You are paying monthly You should also instruct Your bank or building society to cancel Your direct debit arrangements
- b) We may cancel this Policy by giving You seven days' notice at Your last known address
If We cancel the Policy We will refund premium paid for the remainder of the current Period of Insurance
If Your Policy is cancelled because Your bank or building society is not prepared to honour Your direct debit mandate We will write to You at Your last known address confirming all cover will cease seven days after the date of our letter

6 Premium Adjustment Clause

- a) If any change to Your policy accepted by Us would (but for this clause) result in additional premium payable by You of not more than €25 then We will not charge you in respect of such additional premium
- b) If any change to Your policy accepted by Us would (but for this clause) result in a refund of premium to You of not more than €25 then We will not be obliged to make such a refund to You

7 This Policy shall be avoided if

- (a) the Business be wound up or carried on by liquidator or receiver or permanently discontinued or
- (b) the Policyholder's interest ceases otherwise than by death or
- (c) any alteration be made either to the Premises or property therein which increases the risk of Damage as insured or
- (d) Buildings become Unoccupied or
- (e) the Policyholder fails to implement the Risk Control Programme within the agreed timescales

at any time after the commencement of this insurance unless its continuance be admitted by memorandum signed by or on behalf of the Company

EXCLUSIONS

Exclusions which apply to the whole Policy except as otherwise stated

We do not insure

1 Computer Faults and Viruses

Any loss damage breakage or destruction to any property or consequential loss or liability directly or indirectly caused by or contributed to by or arising from

1. the failure or inability of any electronic equipment to
 - a) correctly recognise any data or
 - b) correctly capture save retain manipulate interpret or process any data information data command or instruction whether or not such had been programmed into such equipment
2. interruption of or interference with data in electronic equipment resulting in the loss destruction or corrupted transmission or corruption of data
3. the transmission or impact of any Virus Worms Logic Bomb Trojan Horse or the like
4. unauthorised access to a system or data

For the purpose of this Exclusion data means information represented or stored electronically including but not limited to code series of instructions operating systems software programs and firmware

2 Radioactive Contamination Terrorism and War Risks

Any loss of or damage to property legal liability expense consequential loss or bodily injury which is directly or indirectly caused by or arising from or contributed to by

- a) ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
- c) war invasion act of foreign enemy hostilities or warlike operation (whether war be declared or not) civil war rebellion revolution insurrection civil commotion assuming the proportions of or amounting to an uprising military or usurped power
- d) any Act of Terrorism
for the purpose of this Exclusion an Act of Terrorism means an act including but not limited to the use of force or violence or the threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political religious ideological or similar purposes including the intention to influence any government or to put the public or any section of the public in fear
- e) any action in controlling preventing suppressing or in any way relating to c) or d) above

If the Company alleges that by reason of this Exclusion any liability loss damage cost or expense is not covered by this Policy the burden of proving the contrary shall be yours

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

3 Sonic Bangs (Sections 1 and 2 only)

Damage by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds

4 Pollution or Contamination (Sections 1 and 2 only)

Damage caused by pollution or contamination except (unless otherwise excluded) destruction of or Damage to the Property Insured caused by

- 1) pollution or contamination which itself results from any Cover insured (other than Cover 11)
- 2) any Cover insured which itself results from pollution or contamination (other than Cover 11)

5 Biological or Chemical Contamination

Damage cost expense or legal liability directly or indirectly arising out of Biological or Chemical Contamination due to any Act of Terrorism

For the purpose of this Exclusion an Act of Terrorism means an act including but not limited to the use of force or violence and/or the threat thereof of any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government committed for political religious ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear

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

If the Company alleges that by reason of this exclusion any loss damage cost expense or legal liability is not covered by this Policy the burden of proving the contrary shall be yours

CLAIMS CONDITIONS

1. Fraudulent Claims

If any claim made under this Policy is in any respect fraudulent or if any fraudulent means or devices are used by the Policyholder or anyone acting on their behalf to obtain any indemnity under this policy or if any Damage is occasioned by the wilful act or with the connivance of the Policyholder all right of indemnity under this Policy shall be forfeited

We may also let the appropriate law enforcement authority know about the circumstances

We may also declare the Policy void and We will be entitled to recover from You the amount of any claim We have already paid under the Policy

2. In the event of a loss

If Damage occurs which may result in a claim under Section 1 or Section 2 the Policyholder must:

- notify the police immediately of any theft malicious damage or vandalism
- notify Us of the claim as soon as is reasonably possible
- notify Us of riot damage immediately
- at the Policyholder's expense provide Us with all the details and evidence for which We ask concerning the cause and the amount of the loss or damage

If the Policyholder learns of any incident which may result in a claim under Section 3 or Section 4 the Policyholder must:

- notify Us immediately and provide full details in writing as soon as possible
- send Us without delay any letter writ summons or other legal document served on any party who might be entitled to indemnity
- notify Us immediately on having knowledge of any prosecution inquest or fatal accident enquiry which may give rise to liability under this Policy

3 Rights and responsibilities

- a) We may enter any Premises where Damage has occurred and deal with the salvage but no property may be abandoned to Us
- b) The Policyholder must not admit reject or negotiate on any claim without our written consent
- c) We may take over and conduct in the name of the Policyholder with complete and exclusive control the defence or settlement of any claim
- d) We may also start legal action in the name of the Policyholder (but at our expense and for our own benefit) to recover compensation from others in respect of anything covered by this Policy
- e) The Policyholder must give Us all the help and information We may need to settle or defend any claim or to start legal proceedings

4 Subrogation

Any claimant under this insurance shall at the request and at the expense of the Company take and permit to be taken all necessary steps in the name of the Policyholder for enforcing rights against any other party before or after any payment is made by the Company

The Company shall not enforce any rights against

- a) A tenant or lessee in respect of Damage to the part of the Buildings in the demise of that tenant or lessee or to common parts of the Buildings
provided that the Damage does not arise out of a criminal fraudulent or malicious act
- b) any Company being Parent of or Subsidiary to the Policyholder or any Company which is a Subsidiary of a Parent Company of which the Policyholder are themselves a Subsidiary in each case within the meaning of Section 155 of the Companies Act 1963

5 Other insurances

If at the time of any incident which results in a claim under this Policy there is any other insurance covering the same loss damage or liability or any part of it We will only pay our rateable proportion of the claim

RSA is a registered business name of RSA Insurance Ireland Designated Activity Company (DAC). RSA Insurance Ireland DAC trading as RSA is regulated by the Central Bank of Ireland and is a private company limited by shares registered in Ireland under number 148094 with registered office at RSA House, Dundrum Town Centre, Sandyford Road, Dundrum, Dublin 16

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