



SPECIALIST UNDERWRITING SERVICES



SAFEScheme POLICY DOCUMENT

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**SPECIALIST
UNDERWRITING
SERVICES**



SPECIALIST UNDERWRITING SERVICES SAFEScheme INSURANCE POLICY

This is to Certify that in accordance with the authorisation granted under Contract to Specialist Underwriting Services Ltd (SUS) (the Underwriters) to operate a binding authority underwriting agreement and to act on behalf of **Insurers** whose names and proportions underwritten by them are supplied within the Schedule attaching to this **Policy** the said **Insurers** are hereby bound each for his own part and not one for another their heirs executors and administrators to insure in accordance with the terms and conditions herein or endorsed hereon

The subscribing **Insurers** obligations under Policies to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing **Insurers** are not responsible for the subscription of any co-subscribing **Insurer** who for any reason does not satisfy all or part of its obligations

The **Insured** named in the Schedule has made to the **Insurers** a Proposal Form and declared material information upon which **Insurers** have relied in deciding to accept this Insurance at the terms conditions and premium stated herein and has paid to the **Insurers** the premium specified in the Schedule

The **Insurers** hereby agree to the extent and in the manner hereinafter provided to indemnify the **Insured** against Loss or **Damage** sustained or legal liability for accidents happening during the period stated in the Schedule after such Loss, **Damage** or liability occurs

Provided always that this **Policy** insures only such Sections and **Sum insured** items as are specified in the Schedule as operative.

Christine O'Shaughnessy

Managing Director



GENERAL DEFINITIONS

Words shown in bold type have the same meaning wherever they appear in this **Policy**. The words defined below are used throughout this **Policy**. Any other definitions are shown in the section to which they apply.

BUSINESS

Means the **Business** description set out in the Schedule

COMMUNICABLE DISEASE

Any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- a) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
- b) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
- c) the disease, substance or agent can cause or threaten **Damage** to human health or human welfare or can cause or threaten **Damage** to, deterioration of, loss of value of, marketability of or loss of use of property insured hereunder.

COMPANY

Means **Company/Insurer** as shown in the Schedule

COMPUTER SYSTEM

Any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the **Insured** or any other party

CYBER LOSS

Any loss, **damage**, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any **Cyber Act** or **Cyber Incident** including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **Cyber Act** or **Cyber Incident**

CYBER ACT

An unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**

CYBER INCIDENT

Any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**; or any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**

DAMAGE

Means physical loss or destruction of, or **Damage** to, tangible property (which does not include contamination by any **Pathogen**)

DATA

Information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **Computer System**

EMPLOYEE

Shall mean any individual under a contract of service or apprenticeship with the **Insured** or as more fully described within **Policy** sections

EXCESS

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

INSURED

Means the person persons or corporate body named in the Schedule

INSURED PERSON

Means any director, partner, principal or **Employee** of the **Insured**

INSURER

Means **Company/Insurer** as shown in the Schedule

PATHOGEN

Any agent that causes **Communicable Disease**, including but not limited to bacteria, fungi, parasites, viruses or prions.

PERIOD OF INSURANCE

The period for which this **Policy** is in force as shown in the schedule

POLICY

The **Policy** and Schedule and any endorsements attached or issued

PREMISES

Means the Buildings and the land inside the boundaries at the **Business Address premises** referred to in the Schedule

SUM INSURED/LIMIT OF INDEMNITY/LIMIT OF LIABILITY

Means as shown in **Policy** schedule and represent the maximum Liability of the **Insurer/Company**

TERRITORIAL LIMITS

Republic of Ireland Great Britain Northern Ireland the Isle of Man and the Channel Islands

UNOCCUPIED

Any Building(s) and/or **Premises** or part of any Building(s) and/or **Premises** which is empty or not in use by the **Insured** or any tenant of the **Insured** for more than 30 consecutive days



GENERAL CONDITIONS AND EXCLUSIONS

1. This **Policy** shall be voidable in the event of misrepresentation misdescription or non-disclosure in any material particular
2. Observance of the terms of this **Policy** relating to anything to be done or complied with by the **Insured** is a condition precedent to any liability of the **Company**
3. The **Insured** at his own expense shall
 - A. take all reasonable precautions to prevent or diminish loss destruction or **Damage** or any occurrence or cease any activity which may give rise to liability under this **Policy** and to maintain all buildings, furnishings ways works machinery plant caravans and vehicles in sound condition
 - B. exercise care in the selection and supervision of **Employees**
 - C. as soon as possible after discovery cause any 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
4. During the **Period of Insurance** the **Insured** shall give notice to the **Insurer** as soon as reasonably practicable of any event matter or change in circumstances which is or may reasonably be considered by the **Insurer** to be material to the risk. The **Insurer** may at their sole discretion elect to affirm cover or vary the terms of the **Policy** and/or charge additional premium in light of the alteration in the risk.

However, this **Policy** shall immediately cease to be in force in the event that

- A. the **Business** be wound up or carried on by a liquidator or receiver or permanently discontinued or
- B. the **Insured's** interest ceases other than by death or
- C. any alteration be made either in the **Business** or in the **Premises** or property therein the occupation of any **Insured** Person or any other circumstances whereby the risk is increased
- D. the **Insured's** failure to comply with the Risk Control Programme as advised 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**
- E. the Buildings and/or **Premises** become **Unoccupied**

Unless the **Insurer** has agreed in writing to accept such alteration in accordance with this clause.

5. This **Policy** shall be avoided if the **Insured's** interest ceases and nothing herein contained shall give any right against the **Company** to any person other than the **Insured** except to a transferee approved by the **Company**
6. This **Policy** may be cancelled by the **Insured** within fourteen days of the date of the first **Period of Insurance** which is the "cooling off period" by giving written instruction to the **Company**

If you cancel during the cooling off period you will be entitled to a full return of the premium paid provided that no claim has been made in that **Period** nor any incident occurred that might give rise to a claim

You may also cancel your **Policy** at any other time during the **Period of Insurance**.

We will refund part of the premium paid, proportionate to the unexpired **Period of Insurance**.

The **Company** can cancel your **Policy** at any time during the **Period of Insurance** by giving 14 days written notice to your last known address confirming our reasons for cancellation.

We can cancel your **Policy** immediately, without giving you notice if the premium has not been paid. If a claim has been made or there has been any incident likely to lead to a claim during the current **Period of Insurance**, the annual premium remains due in full.

We will only refund premium provided that no claim has been paid or is outstanding in the current **Period of Insurance**.

Cancellation of your **Policy** will not affect any claims or rights you or we may have before the date of cancellation.

The **Insured** will be responsible for cancellation of any credit agreements for premiums.

We do not have to offer renewal of your **Policy** and cover will cease on the expiry date.

7. Every condition to which the buildings or any item thereof is or may be made subject to shall, from the time the condition attaches, apply and continue to be in force during the whole currency of this

insurance. Non-compliance with any such condition insofar as it increases the risk of **Damage** as insured by the **Policy** shall be a bar to any claim in respect of such provided that whenever this insurance is renewed a claim in respect of **Damage** occurring during the renewal period shall not be barred by reason of a condition not having been complied with at any time before the commencement of such period

8. All the **Sums Insured Limits of Indemnity Limits of Liability** and any other restrictions on the amount of the **Company's** liability stated in this **Policy** will apply as maximum limits to the **Company's** liability irrespective of the number of persons entitled to indemnity under this **Policy**

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

9. If any change to your **Policy** accepted by us would (but for this Condition) result in an additional premium payable by you of less than €30 then we will not charge you in respect of such additional premium
10. If any change to your **Policy** accepted by us would (but for this Condition) result in a refund of premium to you of less than €30 then we will not be obliged to make such a refund to you
11. Biological or Chemical Materials
- a) The **Insurer** shall not provide Indemnity for any loss of or **Damage**, cost or expense whatsoever nature 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 cause or event contributing concurrently or in any other sequence thereto
 - b) The **Insurer** shall not provide Indemnity for any liability, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with: nuclear, biological or chemical weapons, chemical or biological substances or contamination, nuclear reaction, nuclear radiation and/or radioactive contamination regardless of any other cause contributing concurrently or in any other sequence to the loss

12. War, Government Action, Radioactive Contamination and Sonic Bangs

This **Policy** does not cover

- a) War Government Action Radioactive Contamination and Sonic Bangs
- b) **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
 - i. war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power
 - ii. nationalisation confiscation requisition seizure or destruction by the government or any public authority
 - iii. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - iv. the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
 - v. pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds

13. Terrorism & Riot Civil Commotion Exclusion

This **Policy** excludes loss **Damage** cost expense or legal liability of whatsoever nature directly or indirectly caused by resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss

1. Any Act of Terrorism
2. In Northern Ireland civil commotion (other than in respect of legal liability under liability insurance if insured)

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 of persons whether acting alone or on behalf of or in connection with any action taken in controlling preventing suppressing or in any way relating to (1) and/or (2) above

If the **Company** or **Insurers** allege(s) 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 upon the **Insured**

14. Electronic Risk Exclusion

- a) This **Policy** does not cover any **Damage** to Data or loss (including for the avoidance of doubt consequential loss) resulting from interruption or interference with the **Insureds Business** consequent upon **Damage** to data

Business consequent upon **Damage** to data

For the purpose of this exclusion **Damage** to Data shall include but not be limited to:

- i. Loss destruction or corruption of Data whether in whole or in part
 - ii. Unauthorised appropriation use access to or modification of Data
 - iii. Unauthorised transmission of Data to any third parties
 - iv. **Damage** arising out of any operator error in respect of Data
- b) This **Policy** does not cover any **Damage** to the property insured or loss (including for the avoidance of doubt consequential loss) resulting from interruption or interference with the **Insureds Business** consequent upon **Damage** to the property insured arising directly or indirectly from or caused directly or indirectly by:
- (a) The transmission or impact of any Virus
 - (b) Unauthorised access to a System
 - (c) Interruption or interference with electronic means of communication used in the conduct of the **Insured's Business** including but not limited to any diminution in the performance of any website or electronic means of communication
 - (d) Failure of a System

In each case other than **Damage** to the property insured caused by any of the covers insured provided that such **Damage** does not arise by reason of any malicious act or omission

or

Any of the matters described in paragraph (a) above

For the purposes of this exclusion

1. **Damage** means loss or destruction or **Damage** to the property insured and any loss or destruction of or **Damage** to data
2. Data means information represented or stored electronically including but not limited to code or series or instruction operating systems software programs and firmware
3. Failure of a System means the complete or partial failure or inability whether in terms of availability functionality and/or performance or otherwise of a System whether or not owned by the **Insured Business** activities
4. System includes computers other computing and electronic equipment linked to computer hardware electronic data processing equipment microchips and anything which relies on a Microchip for any part of its operation and includes for the avoidance of doubt any computer installation
5. Microchip means a unit of packaged computer circuitry manufactured in small scale and made for program logic and/or computer memory purposes and expressly including integrated circuits and microcontrollers
6. Virus means a programming code designed to achieve an unexpected unauthorised and/or undesirable effect or operation when loaded onto a system transmitted between systems by transfer between **Computer Systems** via networks extranets and internet or electronic mail or attachments thereto or via floppy diskettes or CD-ROMs or otherwise and whether involving self-replication or not

15. 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

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

16. Communicable Disease (not applicable to Liability Section 1 – Employers’ Liability)

This **Policy** does not insure any actual or alleged liability, indemnity, loss, destruction, **Damage**, claim, cost, Injury, expense or any other sum, directly or indirectly arising out of, attributable to, or occurring concurrently or in any sequence with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.

17. Cyber & Data

- a. Notwithstanding any provision to the contrary within this **Policy** or any endorsement thereto this **Policy** excludes any **Cyber Loss** regardless of any other cause or event contributing concurrently or in any other sequence thereto, unless subject to the provisions of b. below
- b. Subject to the other terms, conditions and exclusions contained in the **Policy**, this **Policy** will cover losses arising from legal liability of the insured in the case of Employer’s Liability caused by or arising out of a **Cyber Act** or a **Cyber Incident** which result in bodily injury to third parties other than mental injury, mental anguish or mental disease.
- c. Any loss, **Damage**, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data shall not be recoverable hereunder, nor be considered as physical loss or damage for the purposes of this exclusion clause or any other part of this **Policy**.
- d. If the **Company** alleges that by reason of this exclusion any **Cyber Loss** sustained by the **Insured** is not covered by this **Policy**, the burden of proving the contrary shall fall to the **Insured**.

18. Seepage, pollution and contamination exclusion clause

This Contract does not cover any liability in respect of:

- a. Loss of, damage to, or loss of use of property directly or indirectly caused by seepage, pollution or contamination, provided always that this paragraph shall not apply to loss of or physical damage to or destruction of tangible property, or loss of use of such property damaged or destroyed, where such seepage, pollution or contamination is a consequence of an otherwise under this agreement indemnifiable sudden, unintended and unexpected happening.
- b. The cost of removing, nullifying or cleaning-up seeping, polluting or contaminating substances unless the seepage, pollution or contamination is a consequence of an otherwise under this agreement indemnifiable sudden, unintended or unexpected happening.
- c. Fines, penalties, punitive or exemplary damages.



CLAIMS AND CONDITIONS

1. If the claim be in any respect fraudulent or if any fraudulent means or devices be used by the **Insured** or anyone acting on his behalf to obtain any benefit under this **Policy** or if any loss destruction or **Damage** be occasioned by the wilful act or with the connivance of the **Insured**, all benefit under this **Policy** shall be forfeited
2. **ADDITIONAL INTERESTS**

The interest of other parties in this insurance is noted and the **Insured** undertakes to declare the names of such interested parties immediately following any claim
3. On the discovery of any circumstance or event which may give rise to a claim under this **Policy** the **Insured** shall
 - A. notify the **Company** in writing immediately
 - B. give immediate notice to the Garda Siochana or other Police Authority in respect of loss destruction or **Damage** (other than by fire or explosion) caused by malicious persons or thieves if insured by this **Policy**
 - C. carry out and permit to be taken any action which may be reasonably practicable to prevent further loss destruction or **Damage** and to minimise or check any interruption of or interference with the **Business** or to avoid or diminish the loss
 - D. as soon as possible after discovery cause any 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
 - E. within 30 days (7 days in the case of **Damage** caused by riot civil commotion strikers locked-out workers' persons taking part in labour disturbances or malicious persons if insured by this **Policy**) after the circumstances or event or of the expiry of the Indemnity Period or such further time as the **Company** may allow at his own expense deliver to the **Company**
 - a. full information in writing of the claim
 - b. details of any other insurance relating to the claim
 - c. all such **Business** books documents proofs information explanation and other evidence as may be reasonably required all of which information and details may be produced by the **Insureds** professional accountants or auditors who are regularly acting as such their report being prima facie evidence of such information and details
 - d. if demanded a statutory declaration of the truth of the claim and of any matter connected with it
4. No claim under this **Policy** shall be payable unless the terms of Claims Condition 3 have been complied with
5. If the **Company** elects or becomes bound to reinstate or replace any property, the **Insured** shall at his own expense produce and give to the **Company** all such plans documents books and information as the **Company** may reasonably require. The **Company** shall not be bound to reinstate 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
6. A. On the happening of any loss destruction or **Damage** in respect of which a claim is or may be made under this **Policy** the **Company** and every person authorised by the **Company** may without incurring any liability and without diminishing the right of the **Company** to rely upon any conditions of this **Policy** enter take or keep possession of the building or **Premises** where the loss destruction or **Damage** has happened and may take possession of or require to be delivered to them any of the property hereby insured and may keep possession of and deal with such property for all reasonable purposes and in any reasonable manner. This Condition shall be evidence of the leave and licence of the **Insured** to the **Company** so to do. If the **Insured** or anyone acting on his behalf shall not comply with the requirements of the **Company** or shall hinder or obstruct the **Company** in doing any of the above mentioned acts then all benefit under this **Policy** shall be forfeited. The **Insured** shall not in any case be entitled to abandon any property to the **Company** whether taken possession of by the **Company** or not
- B. No admission offer promise payment or indemnity shall be made or given by or on behalf of the **Insured** without the written consent of the **Company** which shall be entitled to take over and conduct in the name of the **Insured** the defence or settlement of any claim or to prosecute any claim in the name of the **Insured** for its own benefit and shall have full discretion in the conduct of any proceedings and in the settlement of any claim.

The **Insured** shall give all such assistance as the **Company** may require.

7. The **Company** shall be entitled if it so wishes to take over and conduct in the name of the **Insured** all claims and rights of action of the **Insured** in respect of any act giving rise to a claim under this **Policy**. The **Insured** shall give all such assistance as the **Company** may require
8. The **Insured** shall at the **Company's** request and expense do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by the **Company** for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which the **Company** shall be or would become entitled or subrogated upon the **Company** paying for or making good any loss under this **Policy** whether such acts and things shall be or become necessary or required before or after the **Company** indemnifies the **Insured**
9. **NOT APPLICABLE TO MONEY PERSONAL ACCIDENT AND PERSONAL INJURY (ROBBERY) INSURANCE**
- If at the time of any claim there is any other insurance covering the **Insured's** interest in the property lost destroyed or **Damaged** or the same legal liability the **Company's** liability under this **Policy** shall be limited to its rateable proportion of such claim
- If any such other insurance is subject to any condition of average this **Policy** if not already subject to any condition of average shall be subject to average in like manner
- If any other insurance effected by or on behalf of the **Insured** is expressed to cover any of the property hereby insured but is subject to any provision whereby it is excluded from ranking concurrently with this **Policy** either in whole or in part or from contributing rateably to the loss destruction or **Damage** the **Company's** liability hereunder shall be limited to such proportion of the loss destruction or **Damage** as the sum hereby insured bears to the value of the property
10. **NOT APPLICABLE TO LIABILITY PERSONAL ACCIDENT**
- Any difference under this **Policy** shall be referred to arbitration in accordance with the statutory provisions currently in force and the making of an award shall be a condition precedent to any right of action against the **Company** any claim for which the **Company** has disclaimed liability shall for all purposes be deemed to have been abandoned and not recoverable thereafter unless referred to arbitration under these provisions within 1 year from the date of such disclaimer
11. **BIOLOGICAL OR CHEMICAL MATERIALS**
- A) The **Insurer** shall not provide Indemnity for any loss of or **Damage**, cost or expense whatsoever nature 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 cause or event contributing concurrently or in any other sequence thereto
- B) Any liability, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with: nuclear, biological or chemical weapons, chemical or biological substances or contamination, nuclear reaction, nuclear radiation and/or radioactive contamination regardless of any other cause contributing concurrently or in any other sequence to the loss
12. **APPLICABLE ONLY TO LIABILITY INSURANCE**
- A) Every letter claim writ summons and process in connection with the event shall be forwarded unanswered to the **Company** immediately on receipt. The **Insured** shall also give the **Company** written notice immediately the **Insured** has knowledge of any prosecution or inquest in connection with any occurrence which may give rise to liability under this **Policy**.
- B) **Excess** shall have the meaning attributed to it in the **Policy** document. (for clarity it applies to all **Damages**, costs, defence costs and expenses, including investigation, medical and expert costs (other than the **Company's** own salary and other internal costs), before the **Company** shall be liable to make any payment under this **Policy**).
- The **Excess** shall be subject to the following provision
- a) The **Company** or its representatives may, at any time and at its sole discretion, require immediate payment of the **Excess** in whole or in part, directly to the **Company** or at the **Company's** discretion, to its **Appointed Representative** (or claimant or claimant's representative)
- In the event that the **Insured** fails to reimburse or pay to the **Company** the **Excess** within 21 days of being requested in writing to do so, no indemnity will be provided in respect of the specific incident or claim.
13. **APPLICABLE ONLY TO PERSONAL ACCIDENT AND PERSONAL INJURY (ROBBERY) INSURANCE**
- All certificates information and evidence required by the **Company** shall be furnished free of expense to and in the form prescribed by the **Company**. The **Insured Person** shall as often as required submit to medical examination on behalf of and at the **Company's** expense in connection with any claim
- The **Insured's** or the **Insured's** personal representative's receipt shall discharge the **Company**

The **Insured Person** or the **Insured Person's** personal representative shall have no right to claim from or sue the **Company**. If the **Insured** comprises more than one party having an interest in the **Insured Person** the Benefit shall represent the total amount payable in respect of that **Insured Person** for all interests covered by this insurance



THIS INSURANCE IS OPERATIVE ONLY IF SHOWN IN THE SCHEDULE

PROPERTY DAMAGE INSURANCE

If any of the Property insured described in the Schedule suffers **Damage** at the **Premises** by any of the Covers insured, the **Company** will in accordance with the provisions of the insurance pay to the **Insured** the amount of loss or at its option reinstate or replace such property provided that 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

For the purpose of this insurance **Damage** shall mean loss destruction or **Damage**

COVERS

The following are the Covers insured except as otherwise stated in the Schedule

1. A. **FIRE excluding Damage**
 1. by explosion resulting from fire
 2. to property caused by its undergoing any process involving the application of heat
- B. **EXPLOSION excluding Damage**
 1. caused by the bursting of any boiler economiser or other vessel machine or apparatus belonging to or under the control of the **Insured** in which internal pressure is due to steam only
 2. to any vessel machine or apparatus or its contents resulting from the explosion thereof but this shall not exclude **Damage** caused by explosion of
 - any boiler
 - gasused for domestic purposes only
- C. **LIGHTNING**
- D. **AIRCRAFT or other aerial devices or articles dropped therefrom**
2. **EARTHQUAKE excluding Damage caused by fire**
3. **RIOT CIVIL COMMOTION STRIKERS LOCKED-OUT WORKERS OR PERSONS TAKING PART IN LABOUR DISTURBANCES OR MALICIOUS PERSONS excluding Damage**
 1. arising from confiscation requisition or destruction by order of the Government or any Public Authority
 2. arising from cessation of work
 3. (A) in the course of theft or attempted theft
(B) in respect of any building which is **Unoccupied** or not in use directly caused by malicious persons not acting on behalf of or in connection with any political organisation
4. **STORM OR FLOOD excluding Damage**
 1. attributable solely to change in the water table level
 2. caused by frost subsidence ground heave or landslip
 3. to fences gates and moveable property in the open
5. **ESCAPE OF WATER FROM ANY TANK APPARATUS OR PIPE excluding Damage**
 1. by water discharged or leaking from an automatic sprinkler installation
 2. in respect of any building which is **Unoccupied** or not in use
6. **IMPACT BY ANY ROAD VEHICLE (including any fork lift truck or other industrial vehicle) or animal under the control of the Insured**
7. **ACCIDENTAL ESCAPE OF WATER FROM ANY AUTOMATIC SPRINKLER INSTALLATION excluding Damage**
 1. by freezing in any building which is **Unoccupied** or not in use
 2. by heat caused by fire

8. **THEFT (which is deemed to include attempted theft) excluding Damage**
1. from any part of the **Building** which is **Unoccupied**
 2. from the open
 3. expedited or in any way brought about by the **Insured** or any director partner or **Employee** of the **Insured**
 4. due to a person obtaining any property by deception
 5. to Money and securities of any description
 6. due to disappearance unexplained or inventory shortage
 7. to property in transit
 8. which does not involve
entry to or exit from that part of the building occupied by the **Insured** for the purpose of the **Business**
by forcible and violent means
or
actual or threatened assault of violence
9. **SUBSIDENCE GROUND HEAVE OR LANDSLIP excluding Damage**
1. arising from the settlement or movement of made-up ground or by coastal or river erosion
 2. occurring as a result of the construction demolition structural alteration or structural repair of any property at the **Premises** or at any adjoining site
 3. arising from normal settlement or bedding down of new structures
 4. commencing prior to the granting of cover under this insurance
10. **ANY OTHER ACCIDENT excluding Damage**
1. by any of
 - (a) the Covers
 - (b) the causes expressly excluded from the Covers specified in paragraphs 1-9 or 11-16 (whether or not insured)
 2. to any property caused by
 - (a) its own faulty or defective design or materials
 - (b) inherent vice latent defect gradual deterioration wear and tear
 - (c) faulty or defective workmanship operational error or omission on the part of the **Insured** or any of their **Employees**
but this shall not exclude subsequent **Damage** which itself results from a cause not otherwise excluded
 - (d) alterations maintenance repairs or any process of cleaning or restoring
 - (e) delay confiscation or detention by order of any Government or Public Authority
 3. caused by
 - (a) corrosion rust wet or dry rot shrinkage evaporation loss of weight dampness dryness marring scratching vermin or insects
 - (b) change in temperature colour flavour texture or finish
 - (c) joint leakage failure of welds cracking fracturing collapse or overheating of boilers economisers super heaters pressure vessels or any range of steam and feed piping in connection therewith
 - (d) mechanical or electrical breakdown or derangement in respect of the particular machine apparatus or equipment in which the breakdown or derangement originates
but this shall not exclude
 - i. such **Damage** which itself results from other **Damage** and is not otherwise excluded
 - ii. subsequent **Damage** which itself results from a cause not otherwise excluded
 4. caused by
 - (a) pollution or contamination
 - (b) acts of fraud or dishonesty
 - (c) disappearance unexplained or inventory shortage misfiling or misplacing of information

5. to
 - (a) a building or structure caused by its own collapse or cracking
 - (b) moveable property in the open fences and gates by wind rain hail sleet snow flood or dust
 - (c) property resulting from its undergoing any process of production packing treatment testing commissioning servicing or repair
6. to
 - (a) property in transit
 - (b) Money and securities of any description
 - (c) Vehicles licensed for road use (including accessories thereon) caravans trailers railway locomotives rolling stock watercraft or aircraft
 - (d) property or structures in course of construction or erection and materials or supplies in connection with all such property in course of construction or erection
11. A. **ACCIDENTAL BREAKAGE OF FIXED GLASS by fracture extending through its entire thickness**
 B. **DAMAGE TO NEON AND ILLUMINATED SIGNS AND ELECTRIC LIGHT FITMENTS**
 C. **ACCIDENTAL BREAKAGE OF FIXED SANITARY EARTHENWARE**
 D. **DAMAGE BY IMPACT OR FALLING GLASS to**
 - i. the framework and fittings of the ground floor frontage
 - ii. goods on display in windows including Glass and Sanitary Earthenware in any part of the Buildings at the **Premises** otherwise occupied by the **Insured** as a private dwelling provided that such Glass and Sanitary Earthenware are not otherwise insured

excluding

 1. breakage or **Damage**
 - (a) consequent upon alterations to the framework or position of any Glass or neon and illuminated signs and electric light fittings or Sanitary Earthenware
 - (b) consequent upon settlement or expansion or contraction of frames or fittings in buildings under construction and during a period of six months after the date of completion of the buildings
 - (c) while the **Premises** are **Unoccupied** or not in use
 - (d) existing prior to the commencement of this insurance
 - (e) in respect of neon and illuminated signs and electric light fittings
 - i. occasioned 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 attempt thereat
 - ii. of bulbs or tubes unless consequent upon **Damage** to signs or fittings
 2. any consequence of fire or explosion if more specifically insured
12. **OIL, WATER or FUELS escaping from a fixed installation or apparatus**
13. **FALLING TREES or parts thereof excluding Damage caused by felling or lopping by or on behalf of the Insured**
14. **LEAKAGE OF BEER OR MINERAL WATER from storage containers or apparatus connected therewith excluding**
 - (a) the cost of replacing the beer and mineral waters
 - (b) leakage of bottled stock
15. **DAMAGE TO BUILDINGS caused by falling television or radio receiving aerials aerial fittings and Masts**
16. **ACCIDENTAL DAMAGE for which the Insured is responsible to the underground water gas and drain pipes or electricity cable extending from the Buildings to the public mains**

INSURED'S CONTRIBUTION/EXCESS

This insurance does not cover the **Insured's** Contribution/**Excess** (as shown below or as otherwise specified in the Schedule) being the first part of each and every loss to be borne by the **Insured** at each separate **Premises** as ascertained after the application of all terms and conditions of the insurance including the Underinsurance Provision

- | | | |
|----|--|--------|
| A | Cover 9 (Subsidence etc.) if insured _____ | €1,000 |
| B. | All other Property Covers _____ | €350 |

The **Insured's** Contribution/**Excess** in respect of

- i. the Stock in Transit Extension
- ii. the Deterioration of Stock Extension

is as specified in the relevant **Policy** cover section

EXCLUSIONS

THIS INSURANCE DOES NOT COVER

A. 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 insurance 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 insurance not been effected

B. POLLUTION AND CONTAMINATION

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 10)
2. any Cover insured (other than Cover 10) which itself results from pollution or contamination

C. Excluding any loss, **Damage**, claim, cost, expense or other sum directly or indirectly caused by wear and tear, moth, vermin, atmospheric or climatic conditions, 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, or any gradually operating clause.

This exclusion applies regardless whether there is:

- i. any physical loss or **Damage** to insured property;
- ii. any insured Cover or cause, whether or not contributing concurrently or in any sequence;
- iii. any loss of use, occupancy, or functionality; or
- iv. any action required including but not limited to repair, replacement, removal, cleanup, abatement, disposal, relocation, or steps taken to address medical or legal concerns.

DEFINITIONS OF PROPERTY

PROPERTY INSURED

- Buildings
- General Contents
- Stock
- Other property or interests

} At the **Premises**

all as defined below or more fully described in the Schedule and all being the property of the **Insured** or for which they are responsible but excluding

- property which is more specifically insured
- unless specifically notified to and accepted by the **Company** as insured
 - (a) land piers jetties bridges culverts or excavations
 - (b) livestock growing crops or trees

BUILDINGS

- buildings (being built mainly of brick stone concrete or other non-combustible materials unless otherwise stated in the Schedule)
- landlord's fixtures and fittings in and on the buildings
- small outside buildings extensions annexes gangways
- walls gates and fences and the adjoining yards roadways or pavements constructed of concrete or asphalt
- services which 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)

TENANT'S IMPROVEMENTS

- tenants' improvements alterations and decorations

GENERAL CONTENTS

- machinery plant fixtures fittings and other trade equipment
- all office equipment and other contents
- patterns models moulds plans and designs
- computer records documents manuscripts and **Business** books for an amount not exceeding €70,000 in respect of any one loss
- in so far as they are not otherwise insured

directors' partners and **Employees'** personal effects including clothing pedal cycles tools instruments and the like for an amount not exceeding €1,500 per person

but any cover granted under this insurance for **Damage** by Theft shall not apply to

personal effects partly or wholly of precious metal jewellery watches furs contact lenses portable electronic entertainment equipment cameras Money and securities of any description

- to the extent that they are not otherwise insured motor vehicles motor chassis and their contents
- satellite dishes
- Glass Sanitary Earthenware neon and illuminated signs and electric tight fittings
- Wines spirits cigarettes and tobacco held for entertainment purposes

MONEY

cash bank notes currency notes cheques bankers' drafts postal orders money orders current postage stamps and revenue stamps and certificates holiday savings stamps luncheon vouchers credit Company sales vouchers VAT purchase invoices Premium Bonds bills of exchange giro cheques and drafts gift tokens trading stamps unused units of franking machines consumer redemption vouchers credit cards lottery tickets securities for money travel warrants and authenticated travel tickets phone cards and mobile telephone vouchers

STOCK

Stock and materials in trade work in progress and finished goods

GLASS

- normal flat annealed glass
- toughened and laminated glass
- mirrors
- bent tinted stained or fired glass
- decoration or protective film or alarm foil on glass

} including lettering thereon

SANITARY EARTHENWARE

- sanitary ware of every description

DESIGNATION OF PROPERTY

Where necessary the item heading under which any property is insured shall be determined by the designation under which such property appears in the **Insured's** books

THE INSURANCE PROVIDED

IN RESPECT OF BUILDINGS TENANT'S IMPROVEMENTS AND GENERAL CONTENTS

(other than motor vehicles directors' partners' and **Employees'** personal effects computer records documents manuscripts and **Business** books)

the **Company** will pay—

A. THE COST OF REINSTATEMENT BEING

where the property is destroyed the cost of rebuilding or in the case of General Contents the cost of its replacement by similar property

where the property is **Damaged** the cost of repairing or restoring the **Damaged** portions to a condition substantially the same as but not better or more extensive than its condition as new

B. THE COST OF COMPLYING WITH PUBLIC AUTHORITIES' REQUIREMENTS

being such additional cost of reinstatement of the property 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 the **Damage** provided that the reinstatement is completed within twelve months of the occurrence of the **Damage** or within such further time as the **Company** may in writing allow

C. THE COST OF REMOVING DEBRIS

being the cost incurred with the **Company's** consent in removing debris dismantling demolishing shoring up and propping portions of the property but excluding any costs or expenses

1. incurred in removing debris except from the site of such property **Damaged** and the area immediately adjacent to such site
2. arising from pollution or contamination of property not insured by this **Policy**

D. THE COST OF PROFESSIONAL FEES

being those necessarily incurred in the reinstatement of the property but not for preparing any claims

The undernoted provisions apply

1. PUBLIC AUTHORITIES' REQUIREMENTS

The **Company** shall not be liable in respect of cost B for

- requirements relating to property or portions of property not incurring **Damage** other than foundations (unless foundations are specifically excluded from the insurance)

- any rate tax duty development or other charge or assessment which may arise out of capital appreciation as a result of complying with any of the regulations or requirements referred to

2. PARTIAL DAMAGE

Where **Damage** occurs to only part of the property the **Company's** liability shall not exceed the amount which the **Company** would have been liable to pay had the property been wholly destroyed

3. 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 **Insured** provided that it does not increase the **Company's** liability

4. INSURABLE AMOUNT

For the purpose of the Underinsurance Provision the Insurable Amount shall be the Day One Reinstatement Value Day One Reinstatement Value shall mean:

the total of the insured costs A B C and D in reinstating the Property insured to a condition substantially the same as when new at the level of costs applying at the commencement of the **Period of Insurance**

5. ALTERNATIVE BASIS OF SETTLEMENT

The **Company's** liability shall be limited to the Alternative Basis of Settlement (as defined below)

- (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 property is covered by any other insurance effected by or on behalf of the **Insured** and such other insurance is not on the identical basis of reinstatement defined in cost A

(d) if in the Schedule it is stated that the Alternative Basis of Settlement applies

Under the Alternative Basis of Settlement, the **Company** will pay the value of the property at the time of its destruction or the amount of the **Damage** including the cost of

- complying with Public Authorities requirements
- removing debris
- professional fees

as defined in costs B C and D above and subject to the provisions and exceptions applying to those costs

For the purpose of the Underinsurance Provision the Insurable Amount shall be the total of the value at the time of the **Damage** of the Property insured by the item and the additional costs B C and D

IN RESPECT OF COMPUTER RECORDS DOCUMENTS MANUSCRIPTS AND BUSINESS BOOKS

the **Company** will pay—

- A. the value of the materials as stationery
- B. the clerical labour and computer time expended in reproducing such computer records or writing up such documents
- C. the costs necessarily and reasonably incurred in connection with the reproduction of any information to be recorded but excluding the value to the **Insured** of the information and subject to the **Company's** liability not exceeding the limit stated in the definition of General Contents

IN RESPECT OF STOCK AND OTHER INSURED PROPERTY NOT SPECIFICALLY PROVIDED FOR

the **Company** will pay—

- A. the value of the property at the time of its destruction or the amount of the **Damage**
- B. the cost incurred with the **Company's** consent in removing debris dismantling demolishing shoring up and propping portions of the property but excluding any costs or expenses
 - (a) incurred in removing debris except from the site of such property **Damaged** and the area immediately adjacent to such site
 - (b) arising from pollution or contamination of property not insured by this **Policy**

The undernoted provisions apply

1. SEASONAL INCREASE

The **Sum insured** in respect of Stock shall be increased by 50% in respect of Peak Seasonal **Business** times. This provision shall not apply to the Stock in Transit Extension

2. INSURABLE AMOUNT

For the purpose of the Underinsurance Provision the Insurable Amount shall be the value at the time of **Damage** of the Property insured by the item

IN RESPECT OF RENT OF BUILDINGS WHICH SUFFER DAMAGE

the **Company** will pay —

- A. if the loss relates to rent receivable by the **Insured**
the actual reduction in rent received solely in consequence of the **Damage**
- B. if the loss relates to rent payable by the **Insured**
the amount of rent which continues to be payable by the **Insured** in respect of the Building or portions of the Building whilst unfit for occupation in consequence of the **Damage** but the **Company's** liability shall be limited to the loss suffered within the period of rent insured (as specified in the Schedule) which commences from the date of the **Damage**

The undernoted provisions apply

INSURABLE AMOUNT

For the purpose of the Underinsurance Provision the insurable Amount shall be the annual rent receivable (or in the case of B above the annual rent payable) at the commencement of the **Period of Insurance** such amount to be proportionately increased to correspond with the period of rent insured where that period exceeds twelve months

GENERAL PROVISIONS APPLICABLE TO ALL ITEMS

UNDERINSURANCE

If at the time of the **Damage**

- the Declared Value by the relative item on Buildings Tenant's Improvements or General Contents or
- the **Sum insured** by the relative item on other property or interests is less than the Insurable Amount the amount otherwise payable shall be proportionately reduced

DECLARED VALUE SHALL MEAN

the base value shown in brackets below the **Sum insured** such value excluding any provision for inflation but if the loss is settled under the Alternative Basis of Settlement the Declared Value shall be 115% of the base value shown or if no base value is shown it shall be deemed to be the **Sum insured**

REINSTATEMENT BY THE COMPANY

The **Company** may at its own option reinstate or replace any property destroyed or **Damaged** without being bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner. The **Insured** shall at their own expense produce and provide the **Company** with all such plans documents books and information as the **Company** may reasonably require

TRACE AND ACCESS AND REPAIR OR REPLACEMENT EXTENSION

In the event of **Damage** resulting from escape of water or oil as covered by this **Policy** the **Company** will pay

- the costs necessarily and reasonably incurred in locating the source of such **Damage** and subsequently making good
- the costs of repairing or replacing tanks apparatus pipes or appliances which have been **Damaged** by freezing

EXTINGUISHMENT EXPENSES

The **Company** will pay the reasonable costs incurred by the **Insured** in refilling fire extinguishing appliances and replacing used sprinkler heads solely in consequence of insured **Damage** to the Property insured

THEFT COVER EXTENSION

Any cover granted under this insurance in respect of Theft includes

- the cost of repairing **Damage** to the Buildings (whether or not the Buildings are insured hereunder) if the **Insured** is responsible for the repairs and the **Damage** is not otherwise insured
- the reasonable expenses (not exceeding €1,000) incurred in necessarily replacing locks to the Buildings or safes or strong rooms therein consequent upon Theft (as **Insured**) of keys from such building or from the residence of any of the authorised key holding directors' partners or **Employees** of the **Insured** or by theft following a hold up

STOCK IN TRANSIT EXTENSION

In the event of **Damage** by any cause to Stock while

- being transported by rail
- being loaded upon carried by or unloaded from any vehicle owned or operated by the **Insured** anywhere in Great Britain Northern Ireland and the Republic of Ireland the Channel Islands or the Isle of Man
- at exhibitions which do not exceed 7 days' duration

the **Company** will by payment or at its option by repair reinstatement or replacement indemnify the **Insured** in respect of such **Damage** provided that the liability of the **Company** in respect of any claim arising out of any one event shall not exceed the limit per vehicle (except as provided for in A B and C below) and in respect of property at exhibition **Premises** shall not exceed €5,000 in any one **Period of Insurance**.

- Limit per vehicle €5,000 or any other Limit of Liability stated in the Schedule
- Number of **Insureds** Own Vehicles One

In addition, the **Company** will indemnify the **Insured** in respect of

- additional costs reasonably incurred in
 - transshipping Stock to another vehicle delivering it to the original destination or returning it to the place of despatch following **Damage** to the Stock or an accident to the conveying vehicle

2. removal of debris following **Damage** to the Stock or an accident to the conveying vehicle

3. reloading on to any vehicle any Stock if it falls from such vehicle

Limit of Liability in respect of all claims arising out of any one event _____ €5,000

B. **Damage** to sheets ropes packing materials dunnage securing chains and toggles owned by the **Insured** or in the charge or control of the **Insured** while carried on any such vehicle

Limit of Liability in respect of all claims arising out of any one event _____ €5,000

C. **Damage** to the personal effects belonging to the driver or attendant while carried by any such vehicle in the course of the employment of the driver or attendant with the **Insured**

Limit of Liability in respect of all claims arising out of any one event for any one person ____ €130

EXCLUSIONS

The **Company** shall not be liable in respect of

1. Loss of market delay or any consequential loss
2. Loss resulting from dishonesty or insolvency of persons to whom goods are entrusted
3. Destruction of or **Damage** to glass china marble earthenware scientific instruments furniture antiques curios sculptures work of art pictures prints drawings engravings and goods of a brittle nature unless caused by fire theft or as a direct result of collision or overturning of the conveying vehicle
4. Loss of sheets ropes packing materials dunnage securing chains and toggles as a result of disappearance or shortage if such loss is only revealed when an inventory is made unless such loss is the result of an incident recorded by the **Insured**
5. Stock warehoused at a rental or under contract for storage and distribution
6. Money and securities livestock precious stones and minerals
7. Jewellery watches furs cameras radios televisions record players cassette players, computer equipment & portable electronics and video equipment belonging to vehicle drivers or attendants
8. Stock carried by or despatched by the **Insured** for hire or reward
9. Destruction or **Damage** to stock arising as a result of packing which was inadequate to withstand normal handling during transit
10. Loss destruction or **Damage** to stock
 - (a) due to insufficient labelling or incorrect addressing
 - (b) in any vehicle which is being used outside the normal course of the **Business** for social domestic or pleasure purposes
 - (c) in open vehicles owned or operated by the **Insured** caused by atmospheric or climatic conditions unless the stock is protected by vehicle sheets
 - (d) left in any vehicle for the night except where such vehicle is left dosed and locked and either
 - i. garaged in a building which is securely dosed and locked
 - or
 - ii. left in a compound secured by locked gates
11. The first €130 of each and every loss.

DETERIORATION OF STOCK EXTENSION

In the event of **Damage** by deterioration or putrefaction of Stock in the Cold Chamber of any refrigerating machine or cold room at the **Premises**

- A. due to the rise or fall in temperature resulting from any cause not hereunder excluded or
- B. due to the action of refrigerant fumes which have escaped from the machine during any **Period of Insurance** the **Company** will pay to the **Insured** the amount of such **Damage** but not exceeding €15,000 in total

EXCLUSIONS

The **Company** shall not be liable in respect of

1. Deterioration or putrefaction resulting from **Damage** at the **Premises** by fire lightning explosion flood earthquake aircraft or other aerial devices or articles dropped therefrom or by leakage from a sprinkler installation
2. Loss or **Damage** resulting from the deliberate act of any public electricity supply authority or the exercise by any such authority of its power to withhold or restrict supply or from the wilful neglect of the **Insured**

3. Loss of goodwill or other consequential loss of any nature whatsoever
4. The first €130 of each and every loss

INTERPRETATION

Stock in the Cold Chamber

The term Stock in the Cold Chamber shall be deemed to include the stock which at the time of the loss or **Damage** giving rise to such deterioration or putrefaction is elsewhere on the **Premises** but which would in normal course be placed in the said Cold Chamber

COMPUTER INSURANCE EXTENSION (ONLY APPLICABLE IF COVER 10 IS APPLICABLE)

In respect of Own Computer Equipment up to a limit of €20,000 if such Property suffers **Damage** at the **Premises** by the Cover insured the **Company** will in accordance with the provisions of the insurance pay to the **Insured**

- a) in respect of Reinstatement of Data, the amount of loss up to a limit of €7,500 or at its option reinstate or replace such property
- b) in respect of Additional Cost of Working the amount of loss up to a limit of €20,000 resulting from the interruption or interference with the **Insured's Business** at the **Premises** caused by the **Damage**
 - provided that payment has been made or liability admitted for the **Damage** under an insurance covering the interest of the **Insured** in the property

or

- payment would have been made or liability admitted for the **Damage** but for the operation of a proviso in such insurance excluding liability for losses below a specified amount

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 one item it's **Sum insured** or any other stated Limit of Liability

The following is the Cover insured

MECHANICAL OR ELECTRICAL BREAKDOWN OR DERANGEMENT

in respect of Own Computer Equipment excluding **Damage**

- A. by any of
 - (1) the Covers
 - (2) the causes expressly excluded from the Covers specified in paragraphs 1-9 or II (whether or not insured)
- B. to any property caused by or consisting of wear and tear or deterioration due to atmospheric conditions rust or corrosion faulty or defective workmanship operational error or omission on the part of the **Insured** or their **Employees** but this shall not exclude subsequent **Damage** which itself results from a cause not otherwise excluded
- C. to property in the open
- D. which would be covered by any guarantee or Maintenance Agreement whether or not in force at the happening of the **Damage**
- E. to property resulting from
 - its undergoing any process of production packing treatment testing commissioning servicing or repair pollution or contamination
 - acts of fraud or dishonesty
 - the deliberate act of a supply undertaking in withholding the supply of water gas electricity fuel or telecommunications services but this shall not include
 - such **Damage** or subsequent **Damage** which itself results from other **Damage** and is not otherwise excluded
- F. the first €350 of each and every loss
- G. This Insurance does not cover Additional Cost of Working incurred during the first 48 hours following **Damage** as provided by the Cover above unless a Maintenance Agreement is in force at the time of the **Damage**

MAINTENANCE AGREEMENT DEFINITION

A maintenance rental hire or lease agreement which provides a minimum service of on-call remedial and/or corrective maintenance at inclusive cost

THE INSURANCE PROVIDED

THE COMPANY WILL PAY IN RESPECT OF OWN COMPUTER EQUIPMENT

A. THE COST OF REINSTATEMENT being

where the property is destroyed or **Damaged** beyond economic repair replacement by new property of equal performance and/or capacity or if such be impossible replacement by property having the nearest higher performance and/or capacity to the property lost destroyed or **Damaged**

where the property is **Damaged** the cost of repairing or restoring the **Damaged** portions to a working condition substantially the same as but not better or more extensive than its condition when new but not exceeding €20,000

ALTERNATIVE BASIS OF SETTLEMENT FOR OWN COMPUTER EQUIPMENT

Under the Alternative Basis of Settlement, the **Company** will pay the value of the property at the time of its destruction or the amount of the **Damage** including the cost of

- minimising **Damage** and temporary repairs
- removing debris
- professional fees

as defined in costs A above and subject to the provisions and exceptions applying to those costs but not exceeding €20,000

For the purpose of the Underinsurance Provision the Insurable Amount shall be the total of the value at the time of the **Damage** to the Property insured by the item

IN RESPECT OF COMPUTER SYSTEMS RECORDS DOCUMENTS MANUSCRIPTS AND BUSINESS BOOKS

The **Company** will pay

- the value of the materials as stationery
- the clerical labour and computer time expended in reproducing such Computer Systems Records documents manuscripts and **Business** books
- the costs necessarily and reasonably incurred in connection with the reproduction of any information to be recorded but excluding the value to the insured of the information
- the cost incurred with the **Company's** consent in removing debris dismantling demolishing shoring up and propping portions of the property but excluding any costs or expenses
 1. incurred in removing debris except from the site of such property **Damaged** and the area immediately adjacent to such site
 2. arising from pollution or contamination of property not insured by this **Policy** but not exceeding €7,500

The undernoted provision applies

For the purpose of the Underinsurance Provision the Insurable Amount shall be the value: at the time of **Damage**

IN RESPECT OF ADDITIONAL COST OF WORKING

Subject to the provision below the **Company** will pay as indemnity the expenditure necessarily and reasonably incurred in order to minimise any interruption of or interference with the **Business** during the Indemnity Period in consequence of the **Damage** not exceeding €20,000

The following is the provision referred to above

PROFESSIONAL ACCOUNTANTS' CHARGES

The **Company** will pay the reasonable charges payable by the **Insured** to their professional accountants for producing information required by the **Company** under the terms of the Claims Conditions and for reporting that such information is in accordance with the **Insured's** accounts

ADDITIONAL COMPUTER RENTAL

The **Company** will pay the additional rental arising out of the replacement of a lease/hire agreement in respect of the Property insured by a new contract for similar property consequent upon **Damage** up to an amount not exceeding €7,500

INCOMPATIBILITY OF COMPUTER RECORDS

The **Company** will pay

- (a) the costs of modifying Own Computer Equipment or
- (b) the costs of replacement of Computer Systems Records together with reinstatement of programs and/or information thereon (whichever is less) to achieve compatibility in the event **Damage** to Own Computer Equipment has resulted in undamaged Computer Systems Records being incompatible with the replacement Computer Equipment subject to the **Company's** liability not exceeding €5,000

ACCIDENTAL DISCHARGE OF GAS SYSTEMS

The **Company** will pay the cost of refilling the cylinder(s) of any gas flooding systems installed solely for the protection of the Property insured arising out of the accidental discharge of such system provided the liability of the **Company** shall not exceed €7,500

However, the **Company** shall not be responsible for any costs incurred as a direct result of the gas system being installed commissioned or undergoing any form of testing

PAYMENTS ON ACCOUNT (Additional Cost of Working only)

Payments on account may be made during the Indemnity Period if desired

SPECIAL CONDITION (Additional Cost of Working only)

Damage shall be extended to include

- A. accidental loss distortion corruption or erasure of programs and/or information stored on Computer Systems Records caused by **Damage** as insured by this **Policy**
- B. **Damage** recoverable under any guarantee or maintenance Agreement on the property insured
- C. the accidental failure or fluctuation of the public supply of electricity at the terminal ends of the public supply authority's service feeders at the **Premises** in which the property is situated not occasioned by the deliberate act of any supply authority nor the exercise by any such authority of its power to withhold or restrict supply other than for the sole purpose of safeguarding life or the authority's property
- D. the accidental failure of the electricity supply in the distribution wiring within the **Premises** in which the property insured is situated not occasioned by failure as in (C) above
- E. the accidental failure of any telecommunications system used in connection with the property insured not occasioned by
 - (1) the deliberate act of any telecommunications authority nor the exercise by any such authority of its power to withhold or restrict operating of the system nor the inability of any such authority to maintain the system due to industrial action by any of its **Employees**
 - (2) the use by the **Insured** of machinery and equipment which is not acceptable to the telecommunications authority as properly installed and compatible with the telecommunications system

The **Insured** shall

- (a) maintain the property in good order and efficient operating condition
- (b) observe the manufacturers and/or suppliers' instructions for use operation storage transit and inspection of the property
- (c) back-up information (other than software programs) at least once every twenty-four hours verify and store taking all reasonable precautions in their safe storage and separately maintain one verified back-up copy in a location away from the **Premises**
- (d) maintain one verified and up to date set of back-up software programs in a separate location away from the **Premises**
- (e) obtain and keep in force and effect a proper and valid licence in respect of any software program in its possession

MEMORANDA

PROPERTY AT OTHER LOCATIONS

Subject to all the provisions and exclusions the cover granted by this insurance is extended to apply to the undernoted property insured whilst removed from the **Premises** as indicated below except that

1. the insurance applies only in so far as the property is not otherwise insured
2. any cover granted in respect of **Damage** by Theft shall not apply under this extension
3. this extension applies only to **Damage** occurring within Great Britain Northern Ireland the Channel Islands the Isle of Man and the Republic of Ireland
4. the **Company's** liability for any one loss shall not exceed the limit stated

PROPERTY AND LOCATION

- A. Computer records documents manuscripts and **Business** books at any location and whilst in transit
- B. Other property (excluding vehicles licensed for road use) at any location to which the property has been temporarily removed for cleaning renovation repair or other similar purposes and whilst in transit

LIMIT OF LIABILITY FOR ANY ONE LOSS

The limit stated in the General Contents definition

10% of the relative **Sum insured** but in no case exceeding €325,000

BUILDINGS TENANT'S IMPROVEMENTS AND GENERAL CONTENTS — ALTERATIONS AND ADDITIONS

If during the **Period of Insurance**

- alterations or additions are made to any Buildings insured or
- Buildings Tenant's Improvements or General Contents are acquired or constructed

at any **Premises** covered by this insurance or elsewhere in Great Britain Northern Ireland the Channel Islands or the Isle of Man and such additional property is not otherwise insured it will be held covered under the relative terms of this insurance from the time from which the **Insured** became responsible for it until the next renewal of the insurance at which date specific insurance shall be effected

The **Sum insured** (and Declared Value) by each item shall be deemed to be increased for that period only by the value of the additional property insured under the item but by no more than 10% and subject to the **Company's** liability not exceeding €650,000 in respect of additional property at any one **Premises**

All the provisions and conditions of this insurance (including the Alteration Condition) apply to this extension except as expressly varied

AUTOMATIC REINSTATEMENT AFTER A LOSS (not applicable in respect of Stock in Transit and Deterioration of Stock) In the absence of written notice by the **Insured** or the **Company** to the contrary within 30 days of the occurrence of any **Damage** the **Company's** liability shall not be reduced by the amount of any loss and the **Insured** shall pay the appropriate additional premium for such automatic reinstatement of cover provided that in respect of **Damage** by Theft (if insured) the automatic reinstatement shall apply on the first occasion only in each **Period of Insurance**

INDEX LINKING

If shown in the Schedule as applicable the **Company** will adjust the **Sum insured** (and the Declared Value where appropriate) by each item except Rent in line with suitable indices of costs and the premium for renewal will be based on the adjusted amounts

TRANSFER OF INTEREST

If at the time of any insured **Damage** to any Building insured, the **Insured** shall have contracted to sell their interest in the Building and the purchase is subsequently completed the purchaser shall be entitled on completion of the purchase to the benefit of this insurance in respect of such **Damage** if and so far as the property is not otherwise insured by the purchaser or on the purchaser's behalf against such **Damage** without prejudice to the rights and liabilities of the **Insured** or the **Company** under this insurance up to the date of completion

WORKMEN

Workmen are allowed on the **Premises** for the purpose of effecting repairs and minor structural and other alterations and also for general maintenance purposes and the like without prejudice to this insurance

NON-INVALIDATION

This insurance shall not be invalidated by any act or omission or by any alteration whereby the risk of **Damage** is increased unknown to or beyond the control of the **Insured** provided that

- (a) The **Insured** immediately they become aware thereof shall give notice to the **Company** and pay an additional premium if required
- (b) If the schedule states that theft is insured, the **Insured** shall in respect of any intruder alarm system installed at the **Premises** notify the **Company** immediately and in writing if the **Insured** receive written notification from the Garda Siochana or any other police authority that they may be withdrawing response to alarm calls

CONTRACT PRICE CLAUSE

In respect only if goods sold but not delivered for which the **Insured** is responsible and with regard to which under the conditions of the sale the sale contract is cancelled by reason of the fire or any other period hereby insured against either wholly or to the extent of the loss or **Damage** the liability of the **Company** shall be based on the contract price and for the purpose of average the value of all goods to which this clause would in the event of loss or **Damage** be applicable shall be ascertained on the same basis

FIRE BRIGADE CHARGES

Charges levied by a local authority in accordance with the provisions of the Fire Services Act 1981 in controlling or extinguishing a fire affecting the property of the **Insured** in circumstances which have given rise to a valid claim under the **Policy**

RISK PROTECTIONS

A. AUTOMATIC SPRINKLER AND FIRE ALARM INSTALLATIONS

(Applicable if a reduced premium rate is allowed on account of such an installation or if the insurance covers **Damage** by the accidental escape of water from a sprinkler installation)

The **Insured** shall

1. take all reasonable steps to
 - (a) prevent frost and other **Damage** to the installations and in so far as it is their responsibility
 - (b) maintain the installations (including the automatic external alarm signal) in efficient working order
 - (c) maintain ready access to the water supply control facilities
2. in the event that changes repair or alterations to the installations are proposed notify the **Company** in writing and obtain its prior agreement in writing
3. allow the **Company** access to the **Premises** at all reasonable times for the purpose of inspecting the installations
4. carry out the routine tests laid down by the **Company** and remedy promptly any defect revealed by a test

In the event that alterations or repairs become necessary to the automatic sprinkler installation the **Company** may at its option suspend any cover which is granted against **Damage** by the accidental escape of water from the installation until the alterations or repairs have been carried out and approved by the **Company**

Notice of any such action will be given by the **Company** in writing

B. FIRE EXTINGUISHING APPLIANCES

The **Insured** shall maintain all fire extinguishing appliances in efficient working order

C. SECURITY PRECAUTIONS — INTRUDER ALARMS

(Applicable to any cover granted in respect of **Damage** by Theft)

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

A. in respect of any Intruder Alarm System installed at the **Premises**

1. the Intruder Alarm System is maintained in full and effective working order under a contract to provide both corrective and preventive maintenance with the installer or such other contractor agreed by the **Company** in writing
2. the **Business Premises** are not left unattended
 - (a) unless the Intruder Alarm System is tested and set in its entirety and is together with the means of communication used to transmit signals in full and effective operation and where the equipment permits any Alarm Receiving Centre to which the Intruder Alarm System is connected has acknowledged the setting signal
 - (b) if Garda Siochana response to alarm calls has been withdrawn without the written agreement of the **Company**
3. no alteration to or substitution of
 - (a) any part of the Intruder Alarm System
 - (b) the procedures agreed by the **Insured** for Garda Siochana or any other response to any activation of or other warning signal pertaining to the Intruder Alarm System
 - (c) the maintenance contract shall be made without the written agreement of the **Company**
4. no structural alteration of or changes in layout to the **Premises** that could affect operation of the Intruder Alarm System shall be made without the written agreement of the **Company**
5. the **Insured** shall maintain secrecy of codes for operation of the Intruder Alarm System and shall not leave details of such codes at the **Business Premises** when the **Business Premises** are unattended
6. the **Insured** shall appoint at least two Keyholders and shall record details of the Keyholders with the Garda Siochana and any Alarm Receiving Centre to which the Intruder Alarm System signals
7. any change of Keyholder details shall be notified immediately to the Garda Siochana and any Alarm Receiving Centre to which the Intruder Alarm System signals in the event of notification of any activation of the Intruder Alarm System or interruption of the means of communication during any period that the system is set a Key holder shall attend and allow access to the **Business Premises** without delay
8. Whenever the **Business Premises** are left unattended
 - (a) all locks bolts and other protective devices are in full and effective operation
 - (b) all keys (including those relating to any part of the Intruder Alarm System) are removed from the **Business Premises**

INTERPRETATIONS

Intruder Alarm System includes all lines and equipment used to transmit the signals to and from the **Premises**

Keyholder shall mean any person or keyholding Company authorised by the **Insured** who is available at all times when the Intruder Alarm System is set to accept notification of faults or alarm signals or messages relating to the Intruder Alarm System

Business Premises shall mean that part of the **Premises** occupied by the **Insured** for the purpose of the **Business** described in the Schedule

D. THE MINIMUM STANDARD OF SECURITY

(Applicable to any cover granted in respect of **Damage** by Theft)

It is a condition precedent to the **Company's** liability for **Damage** that the **Insured** shall have implemented the following security measures within 8 weeks of commencement of theft cover

- (a) The Final Exit Door of the **Premises** be fitted with a mortice deadlock which has 5 or more levers and/or conforms to BS3621: 1980 specification for thief resistant locks and matching boxed striking plate
- (b) All other external doors and all internal doors giving access to any part of the buildings not occupied by the **Insured** for the purpose of the **Business** be fitted with either

1. a mortice deadlock with matching boxed striking plate as specified in (A) above
or
 2. two key-operated security bolts for doors one fitted approximately 30cm from the top of the door and the other 30cm from the bottom
- (c) All ground floor and basement opening windows/skylights and other opening windows/skylights accessible from roofs, decks, balconies, fire escapes, canopies or 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, lockable gates, expanded metal or weld-mesh provided agreement shall have been obtained from the **Company** and is stated on the Schedule

Any door or window officially designated a fire exit by the fire authority is excluded from these requirements



THIS INSURANCE IS OPERATIVE ONLY IF SHOWN IN THE SCHEDULE

BUSINESS INTERRUPTION INSURANCE

If **Damage** by any of the Covers insured occurs at the **Premises**

- A. to property used by the **Insured** for the purpose of the **Business** which causes interruption of or interference with the **Insured's Business** at the **Premises**
- B. which prevents the **Insured** from tracing or establishing customers' Outstanding Debit Balances in whole or in part due to them the **Company** will pay to the **Insured**
 - (1) in respect of (A) the amount of loss resulting from the interruption or interference caused by the **Damage** in accordance with the provisions of the insurance provided that payment has been made or liability admitted for the **Damage** under an insurance covering the interest of the **Insured** in the property

or

payment would have been made or liability admitted for the **Damage** but for the operation of a proviso in such insurance excluding liability for losses below a specified amount

- (2) in respect of (B) the amount of loss resulting from the **Damage** in accordance with the provisions of the insurance up to a limit of €15,000

The **Company's** liability in any one **Period of Insurance** shall not exceed in the whole

- i. in respect of (A) the total **Sum insured** or in respect of any item its **Sum insured** or any other stated Limit of Liability
- ii. in respect of (B) the sum of €15,000 or any other Limit of Liability stated in the Schedule

For the purpose of this insurance **Damage** shall mean loss destruction or **Damage**

COVERS

The following are the Covers insured except as otherwise stated in the Schedule

- 1. A. **FIRE excluding Damage**
 - (1) by explosion resulting from fire
 - (2) to property caused by its undergoing any process involving the application of heat
- B. **EXPLOSION excluding Damage**
 - (1) caused by the bursting of any boiler economiser or other vessel machine or apparatus belonging to or under the control of the **Insured** in which internal pressure is due to steam only
 - (2) to any vessel machine or apparatus or its contents resulting from the explosion thereof but this shall not exclude **Damage** caused by explosion of
 - any boiler
 - gas used for domestic purposes only
- C. **LIGHTNING**
- D. **AIRCRAFT or other aerial devices or articles dropped therefrom**
- 2. **EARTHQUAKE excluding Damage caused by fire**
- 3. **RIOT CIVIL COMMOTION STRIKERS LOCKED-OUT WORKERS OR PERSONS TAKING PART IN LABOUR DISTURBANCES OR MALICIOUS PERSONS excluding Damage**
 - (1) arising from confiscation requisition or destruction by order of the Government or any Public Authority
 - (2) arising from cessation of work
 - (3) (A) in the course of theft or attempted theft
 - (B) in respect of any building which is **Unoccupied** or not in use directly caused by malicious persons not acting on behalf or of in connection with any political organisation
- 4. **STORM OR FLOOD excluding Damage**
 - (1) attributable solely to change in the water table level
 - (2) caused by frost subsidence ground heave or landslip
 - (3) to fences gates and moveable property in the open

5. **ESCAPE OF WATER FROM ANY TANK APPARATUS OR PIPE excluding Damage**
 - (1) by water discharged or leaking from an automatic sprinkler installation
 - (2) in respect of any building which is **Unoccupied** or not in use
6. **IMPACT BY ANY ROAD VEHICLE (including any fork lift truck or other industrial vehicle) or animal**
7. **ACCIDENTAL ESCAPE OF WATER FROM ANY AUTOMATIC SPRINKLER INSTALLATION excluding Damage**
 - (1) by freezing in any building which is **Unoccupied** or not in use
 - (2) by heat caused by fire
8. **THEFT (WHICH SHALL BE DEEMED TO INCLUDE ATTEMPTED THEFT) excluding Damage**
 - (1) from any part of the building not occupied by the **Insured** for the purpose of the **Business**
 - (2) from the open or from any outbuilding
 - (3) expedited or in any way brought about by the **Insured** or any director partner or **Employee** of the **Insured**
 - (4) due to a person obtaining any property by deception
 - (5) to lead forming part of the exterior of the **Premises**
 - (6) to Money and securities of any description
 - (7) due to disappearance unexplained or inventory shortage
 - (8) to property in transit
 - (9) which does not involve
 - entry to or exit from that part of the building occupied by the **Insured** for the purpose of the **Business** by forcible and violent means
 - or
 - actual or threatened assault or violence
9. **SUBSIDENCE GROUND HEAVE OR LANDSLIP excluding Damage**
 - (1) arising from the settlement or movement of made-up ground or by coastal or river erosion
 - (2) occurring as a result of the construction demolition structural alteration or structural repair of any property at the **Premises** or at any adjoining site
 - (3) arising from normal settlement or bedding down of new structures
 - (4) commencing prior to the granting of cover under this insurance
10. **ANY OTHER ACCIDENT excluding Damage**
 - (1) by any of
 - A. the Covers
 - B. the causes expressly excluded from the Covers specified in paragraphs 1-9 and 1 1-16 (whether or not insured)
 - (2) to any property caused by
 - A. its own faulty or defective design or materials
 - B. inherent vice latent defect gradual deterioration wear and tear
 - C. faulty or defective workmanship operational error or omission on the part of the **Insured** or any of their **Employees** but this shall not exclude subsequent **Damage** which itself results from a cause not otherwise excluded
 - (3) caused by
 - A. corrosion rust wet or dry rot shrinkage evaporation loss of weight dampness dryness marring scratching vermin or insects
 - B. change in temperature colour flavour texture or finish
 - C. joint leakage failure of welds cracking fracturing collapse or overheating of boilers economisers super heaters pressure vessels or any range of steam and feed piping in connection therewith
 - D. mechanical or electrical breakdown or derangement in respect of the particular machine apparatus or equipment in which the breakdown or derangement originates

but this shall not exclude

 1. such **Damage** which itself results from other **Damage** and is not otherwise excluded
 2. subsequent **Damage** which itself results from a cause not otherwise excluded

- (4) caused by
 - A. pollution or contamination
 - B. acts of fraud or dishonesty
 - C. disappearance unexplained or inventory shortage misfiling or misplacing of information
- (5) to
 - A. a building or structure caused by its own collapse or cracking
 - B. moveable property in the open fences and gates by wind rain hail sleet snow flood or dust
 - C. property resulting from its undergoing any process of production packing treatment testing commissioning servicing or repair
- (6) to
 - A. property in transit
 - B. Money and securities of any description
 - C. Vehicles licensed for road use (including accessories thereon) caravans trailers railway locomotives rolling stock watercraft or aircraft
 - D. property or structures in course of construction or erection and materials or supplies in connection with all such property in course of construction or erection
- 11. **OIL, water or fuel escaping from a fixed installation or apparatus connected therewith including the cost of replacing the oil, water or fuel**
- 12. **FALLING TREES or parts thereof excluding Damage caused by felling or lopping by or on behalf of the Insured**
- 13. **LEAKAGE OF BEER OR MINERAL WATER from storage containers or apparatus connected therewith excluding**
 - (a) the cost of replacing the beer and mineral waters
 - (b) leakage of bottled stock
- 14. **DAMAGE TO BUILDINGS caused by falling television or radio receiving aerials aerial fittings and masts**
- 15. **ACCIDENTAL DAMAGE for which the Insured is responsible to the underground water gas and drain pipes or electricity cable extending from the Buildings to the public mains**

EXCLUSIONS

The **Company** shall not be liable for loss resulting from

A. POLLUTION AND CONTAMINATION

Pollution or contamination but this shall not exclude loss resulting from **Damage** (not otherwise excluded) caused by

- (1) pollution or contamination which itself results from any Cover insured (other than Cover 10)
- (2) any Cover insured (other than Cover 10) which itself results from pollution or contamination

B. DATA RECOGNITION EXCLUSION

Unless interruption of or interference with the **Business** or **Damage** results from any Covers insured except 10 and 15 the **Company** shall not be liable for loss resulting from direct or indirect interruption of or interference with the **Business** or **Damage** caused by any Failure of a System resulting in **Damage** (whether direct or indirect) to any such System or to any other property insured

For the purposes of this Exclusion —

Failure of a System means the failure or inability of a System (whether or not owned by the **Insured**)

- (1) correctly to recognise or utilise any data concerning a date (whether a date in the Year 2000 or any other date) as being such calendar date as the data is intended to represent
- (2) to operate as a result of any command programmed into the System utilising any date (whether a date in the Year 2000 or any other date)

System includes computers other computing and electronic and mechanical equipment linked to a computer hardware software programs data electronic data processing equipment Microchips and anything which relies on a Microchip for any part of its operation

Microchip includes integrated circuits and microcontrollers

Subject otherwise to all the terms Exclusions and Conditions of this insurance

THE INSURANCE PROVIDED

GROSS PROFIT

Subject to the provisions below the **Company** will pay as indemnity —

A. In respect of reduction in Turnover

the sum produced by applying the Rate of Gross Profit to the amount by which the Turnover during the Indemnity Period falls short of the Standard Turnover in consequence of the **Damage**

B. In respect of Increase in Cost of Working

the additional expenditure necessarily and reasonably incurred 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 total of

- the sum produced by applying the Rate of Gross Profit to the amount of the reduction thereby avoided plus

- 5% of the **Sum insured** by the item (but not more than €325,000)

The following are the provisions referred to above

1. **ALTERNATIVE TRADING**

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

2. **SAVINGS**

If any of the changes or expenses of the **Business** payable out of Gross Profit cease or reduce in consequence of the **Damage** the amount of such savings during the Indemnity Period shall be deducted from the amount payable

3. **PROFESSIONAL ACCOUNTANTS' CHARGES**

The **Company** will pay the reasonable charges payable by the **Insured** to their professional accountants for producing information required by the **Company** under the terms of the Claims Conditions and for reporting that such information is in accordance with the **Insured's** accounts

4. **UNDERINSURANCE**

(Not applicable if the insurance is on the Declaration-Linked basis)

If the **Sum insured** is less than the Insurable Amount the amount payable shall be proportionately reduced

GROSS REVENUE - IF SHOWN ON THE SCHEDULE

Subject to the provisions below the **Company** will pay as indemnity—

A. In respect of Loss of Gross Revenue

the amount by which the Gross Revenue during the Indemnity Period shall in consequence of the **Damage** fall short of the Standard Gross Revenue

B. In respect of Increase in Cost of Working

the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the loss of Gross Revenue which but for that expenditure would have taken place during the Indemnity Period in consequence of the **Damage** but not exceeding the total of

- the amount of the reduction in Gross Revenue thereby avoided
plus

- 5% of the **Sum insured** by the item (but not more than €325,000)

The following are the provisions referred to above

1. **ALTERNATIVE TRADING**

If during the Indemnity Period work shall be done or services rendered elsewhere than at the **Premises** for the benefit of the **Business** either by the **Insured** or by others on the **Insured's** behalf the money paid or payable in respect of work or services shall be taken into account in arriving at the Gross Revenue during the Indemnity Period

2. SAVINGS

If any of the charges or expenses of the **Business** payable out of Gross Revenue shall cease or reduce in consequence of the **Damage** the amount of such savings during the Indemnity Period shall be deducted from the amount payable

3. PROFESSIONAL ACCOUNTANTS' CHARGES

The **Company** will pay the reasonable charges payable by the **Insured** to their professional accountants for producing information required by the **Company** under the terms of the Claims Conditions and for reporting that such information is in accordance with the **Insured's** accounts

4. UNDERINSURANCE

If the **Sum Insured** is less than the Insurable Amount the amount payable shall be proportionately reduced.

RENT - IF SHOWN ON THE SCHEDULE

The **Company** will pay in respect of buildings which have suffered **Damage**

- A. **THE LOSS OF RENT** being the actual amount of the reduction in the rent receivable by the Insured during the Indemnity Period solely in consequence of the **Damage**
- B. **THE ADDITIONAL EXPENDITURE** being the expenditure necessarily and reasonably incurred in consequence of the **Damage** solely to avoid or minimise the loss of rent during the Indemnity Period but not exceeding the amount of the reduction avoided by such expenditure

SPECIAL PROVISIONS

1. SERVICE CHARGES

Rent is deemed to include service charges unless otherwise stated in the Schedule

2. INDEMNITY PERIOD

Indemnity Period shall mean 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 Schedule

3. SAVINGS

If any charge or expense payable out of rent shall cease or reduce during the Indemnity Period in consequence of the **Damage** the sum saved shall be deducted from the amount otherwise payable under this insurance before the application of special provision 4

4. INSURABLE AMOUNT

For the purpose of the Underinsurance Provision the Insurable Amount shall be the annual rent receivable at the commencement of the **Period of Insurance** such amount to be proportionately increased to correspond with the period of rent where that period exceeds twelve months

ADDITIONAL COST OF WORKING — IF SHOWN ON THE SCHEDULE

- A. The insurance under this item is limited to such further additional expenditure beyond that recoverable under Clause B of Gross Profit, Gross Revenue or Rent items whichever is applicable, as the **Insured** shall reasonably incur during the indemnity period in consequence of the **Damage** for the purpose of avoiding or diminishing the reduction in turnover

PROFESSIONAL ACCOUNTANTS' CHARGES

The **Company** will pay the reasonable charges payable by the **Insured** to their professional accountants for producing information required by the **Company** under the terms of the Claims Conditions and for reporting that such information is in accordance with the **Insured's** accounts

OUTSTANDING DEBIT BALANCES

Subject to the provisions below the **Company** will pay as indemnity—

- A. the difference between
 - (1) the Outstanding Debit Balances and
 - (2) the total of the amounts received or traced in connection with such balances
- B. the additional expenditure incurred with the consent of the **Company** in tracing and establishing customers' debit balances after the **Damage**

Subject to a total limit of €15,000 or the amount shown in the Schedule

The following are the provisions referred to above

1. PROFESSIONAL ACCOUNTANTS' CHARGES

The **Company** will pay the reasonable charges payable by the **Insured** to their professional accountants for producing information required by the **Company** under the terms of the Claims Conditions and for reporting that such information is in accordance with the **Insured's** accounts

2. LIMIT OF LIABILITY

The **Company's** liability in any **Period of Insurance** shall not exceed in the whole the Limit of Liability stated in the Schedule

3. DAMAGE TO COMPUTER AND ANCILLARY EQUIPMENT AND COMPUTER SYSTEMS RECORDS

Exclusion F does not apply to the insurance provided in respect of Outstanding Debit Balances

DEFINITIONS

The following notes refer to the Definitions stated below

1. To the extent that the **Insured** is accountable to the tax authorities for Value Added Tax all terms in this insurance shall be exclusive of such tax
2. For the purpose of these definitions any adjustment implemented in current cost accounting shall be disregarded
3. The amounts of the opening and closing stocks and work in progress shall be arrived at in accordance with the **Insured's** normal accountancy methods due provision being made for depreciation
4. The **Uninsured Variable Costs** have the meaning usually attached to them in the **Insured's** accounts
5. In the definitions of Estimated Gross Profit and Insurable Amount the amount of Gross Profit shall be proportionately increased to correspond with the Maximum Indemnity Period where it exceeds twelve months

INDEMNITY PERIOD

the period beginning when the **Damage** occurs and ending when the results of the **Business** cease to be affected by the **Damage** but not exceeding the Maximum Indemnity Period (as shown in the Schedule)

TURNOVER

the money paid or payable to the **Insured** for goods sold and delivered and for services rendered in course of the **Business** at the **Premises**

GROSS PROFIT

the amount by which the sum of the amount of the Turnover and the amounts of the closing stock and work in progress shall exceed the sum of the amounts of the opening stock and work in progress and the amount of the **Uninsured Variable Costs**

UNINSURED VARIABLE COSTS

Purchases and related discounts Bad debts unless otherwise stated in the Schedule

ESTIMATED GROSS PROFIT

the amount declared by the **Insured** to the **Company** as representing not less than the Gross Profit which it is anticipated will be earned by the **Business** during the financial year most nearly concurrent with the **Period of Insurance** (subject to the provision of Note 5 above)

ACTUAL GROSS PROFIT

the Gross Profit during the financial year most nearly concurrent with the **Period of Insurance** (subject to the provision of Note 5 above)

RATE OF GROSS PROFIT

the rate which Gross Profit would have borne to Turnover during the Indemnity Period

STANDARD TURNOVER

the Turnover which would have been obtained during the Indemnity Period before the **Damage** or which would have been obtained by the **Business**

INSURABLE AMOUNT

The Gross Profit or Gross Revenue which would have been earned in the twelve months immediately following the date of **Damage** (or a proportionally increased multiple thereof where the maximum Indemnity Period exceeds 12 months)

had the **Damage** not occurred after account has been taken of the trends of the **Business** and of the variations in or other circumstances affecting the **Business**

would have affected the **Business** had the **Damage** not occurred

OUTSTANDING DEBIT BALANCES

the total recorded under the provisions of Debit Recording adjusted for

- (a) bad debts
- (b) amounts debited (or invoiced but not debited) and credited (including credit notes and cash not passed through the books at the time of the **Damage**) to the credit accounts of the **Business** in the period between the date to which the last monthly record relates and the date of the **Damage** and
- (c) any abnormal condition of trade which had or could have had a material effect on the **Business** so that the figures thus adjusted shall represent as nearly as reasonably practicable those which would have been obtained at the date of the **Damage** had the **Damage** not occurred

GENERAL EXTENSIONS

The insurance is extended to include loss as insured in consequence of

1. (a) closure or restrictions placed on the **Premises** on the advice or with the approval of the Medical Officer of Health of the Public Authority as a result of Legionella occurring at the **Premises**
The maximum amount payable for any one loss and/or any one **Period of Insurance** is €30,000.
- (b) injury or illness sustained by any customer or **Employee** arising from or traceable to foreign or injurious matter in food or drink sold from the **Premises**
- (c) closing of the whole or part of the **Premises** by order of the Public Authority for the area in which the **Premises** are situate consequent upon defects in the drains and other sanitary arrangements at the **Premises**
- (d) murder or suicide occurring at the **Premises**
- (e) vermin and pests at the **Premises**
- (f) **Damage** (but excluding obstruction by snow or flood water) to property in the vicinity of the **Premises** by any of the Covers insured which
 - i. hinders or prevents the use of the **Premises** or access thereto or
 - ii. causes a fall in the number of customers attracted to the vicinity of the **Premises** whether the property used by the **Insured** for the purpose of the **Business** shall be **Damaged** or not

But excluding **Damage** which prevents or hinders the supply of electricity gas water or telecommunications services provided that the **Company's** liability after the application of all other terms and conditions of the **Policy** shall not exceed the **Sum insured** by this insurance

2. **Damage** by any of the Covers insured to any suppliers' **Premises** within Republic of Ireland Great Britain Northern Ireland the Channel Islands or the Isle of Man up to a limit of 10% of the Gross Profit **Sum insured**

3. **Damage** by any of the Covers insured to property at any generating station or substation of the public electricity supply undertaking land based **Premises** of the public gas supply undertaking or of any natural gas producer linked directly therewith water works or pumping station of the public water supply undertaking from which the **Insured** obtains electricity gas or water shall be deemed to have resulted from **Damage** to property at the **Premises**
4. Mechanical breakdown of the main extractor fan of the frying range unless more specifically insured up to a limit of €6500. The indemnity period under this extension shall not exceed 72 hours from discovery of the breakdown provided that the **Company's** liability after the application of all other terms and conditions of the **Policy** shall not exceed the **Sum insured** by this insurance

GENERAL MEMORANDA

INSURED'S CONTRIBUTION/EXCESS

This insurance does not cover the **Insureds** Contribution/**Excess** (as shown below or as otherwise specified in the Schedule) being the first part of each and every loss to be borne by the **Insured** at each separate **Premises** as ascertained after the application of all terms and conditions of the insurance including the Underinsurance Provision

All Covers _____ €350

PAYMENTS ON ACCOUNT

Payments on account may be made during the Indemnity Period if desired

AUTOMATIC REINSTATEMENT AFTER A LOSS

(Not applicable in respect of Outstanding Debit Balances)

In the absence of written notice by the **Insured** or the **Company** to the contrary the **Company's** liability shall not be reduced by the amount of any loss the **Insured** undertaking to pay the appropriate additional premium for such automatic reinstatement of cover

RECORDS

The **Insured** shall maintain a record elsewhere than in the building in which the original records are kept showing the total amount outstanding in the credit accounts of the **Business** at the end of each month and in the event of **Damage** giving rise to claim shall supply that record to the **Company**.



LIABILITY INSURANCE

DEFINITIONS

1. Person Entitled to Indemnity shall mean
 - (a) the **Insured**
 - (b) the personal representatives of the **Insured** in respect of legal liability incurred by the **Insured**
 - (c) at the request of the **Insured**
 - i. any principal
 - ii. any director or partner of the **Insured**
 - iii. any Person Employed
 - iv. the officers' committees and members of the **Insureds** canteen social sports and welfare organisations and first aid fire ambulance medical and security services in their respective capacities as such but this shall not include medical or dental practitioners in relation to medical services provided
 - v. any director or partner of the **Insured** or **Employee** in respect of private work undertaken by any Person Employed for such director partner or **Employee** with the prior consent of the **Insured** each of whom shall as though the **Insured** be subject to the terms of this **Policy** so far as they can apply against legal liability in respect of which the **Insured** would have been entitled to indemnity under this **Policy** if the claim had been made against the **Insured**
2. **Employee** shall mean any individual under a contract of service or apprenticeship with the **Insured**
3. Person Employed shall mean any person whilst
 - (a) engaged under a contract of service or apprenticeship with the **Insured**
 - (b) acting in the capacity of the **Insured's** non-executive director
 - (c) supplied to hired or borrowed by the **Insured** in the course of the **Business** including but not limited to
 1. labour masters or persons supplied by them
 2. labour only sub-contractors
 3. self-employed persons
 4. drivers or operators of hired-in plant
 5. persons engaged under work experience training study exchange or similar schemes
 6. **Employee(s)** elected on any industry users' committee
 7. prospective **Employees** who are being assessed by the **Insured** as to their suitability for employment
 8. outworkers or home workers employed under contracts to personally execute any work in connection with the **Business** whilst they are engaged in that work
 9. any person a Court of Law in the Republic of Ireland deems to be an **Employee**
 10. persons working under any Community Offenders statute or similar legislation
 11. voluntary workers
4. Injury shall mean bodily injury death disease or illness
5. Property shall mean material property but shall not include **Data**

7. **Business** shall mean that which is specified in the Schedule which must be conducted solely from **Premises** in the Republic of Ireland and shall include
- (a) ownership repair and maintenance of property used in connection with the **Business**
 - (b) provision and management of canteen social sports welfare and safety organisations and first aid ambulance and medical services for the benefit of any Person Employed
 - (c) fire and security services maintained solely for the protection of **Premises** owned or occupied by the **Insured**
 - (d) private work undertaken by any Person Employed for any director or partner of the **Insured** or **Employee** with the prior consent of the **Insured**
- but in respect of Section I shall not include any work undertaken offshore
8. **Offshore** shall mean embarkation on to a vessel or aircraft for conveyance to an offshore rig or platform until disembarkation from the conveyance on to land upon return from such offshore rig or platform
9. **Mechanically Propelled Vehicle** shall mean a mechanically propelled vehicle as defined by the Road Traffic Acts
10. **Event** shall mean one occurrence or all occurrences of a series consequent on or attributable to one source or original cause
11. **Territorial Limits.** Anywhere within the limits of Republic of Ireland Great Britain Northern Ireland the Isle of Man and the Channel Island and including non manual work carried during temporary visits elsewhere in connection with the **Business** by Directors and **Employees** normally resident in and traveling from Republic of Ireland Great Britain Northern Ireland the Isle of Man and the Channel Island.
12. Jurisdiction provided any action for **Damages** is brought against the **Insured** in a court of law in Ireland or any member country of the European Union
13. **Insured's Contribution/Excess**

This insurance does not cover the **Insureds Contribution/Excess** (as shown below or as otherwise specified in the Schedule) being the first part of each and every loss and/or each and every event to be borne by the **Insured** at each separate **Premises** as ascertained

- All liability Covers _____ €500



THE INSURANCE PROVIDED BY SECTION I 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 ANY PERSON ENTITLED TO INDEMNITY ARE INCLUDED WITHIN THE LIMIT OF INDEMNITY STATED IN THE SCHEDULE

SECTION 1: EMPLOYERS LIABILITY

The **Company** will provide indemnity to any Person Entitled to Indemnity

1. against legal liability for **Damages** in respect of Injury of any Person Employed caused during any **Period of Insurance**
 - (a) in the Republic of Ireland
 - or
 - (b) while temporarily outside such territoryarising out of and in the course of employment by the **Insured** in the **Business**
2. against legal liability for claimant's costs and expenses in connection with 1 above
3. in respect of
 - (a) costs of legal representation at
 - i. any coroner's inquest or inquiry in respect of any death
 - ii. proceedings in any court arising out of any alleged breach of statutory duty resulting in Injury which may be the subject of indemnity under this Section
 - (b) all other costs and expenses in relation to any matter which may form the subject of a claim for indemnity under 1. aboveincurred with the **Company's** written consent.

Provided that in respect of any one Event

- A the total amount payable under this Section (including all Extensions and Memoranda) shall not exceed the Limit of Indemnity
- B the **Company** may at its absolute discretion and at any time pay the Limit of Indemnity (less any sums already paid or incurred) or any less amount for which 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

EXCLUSIONS TO SECTION 1

The indemnity will not apply

1. to legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from
 - (a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - (b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereofwhere 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. 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

SECTION 2: PUBLIC/PRODUCTS LIABILITY

The **Company** will provide indemnity to any Person entitled to Indemnity

1. up to the Limit of Indemnity against legal liability for **Damages** in respect of
 - (a) accidental Injury of any person
 - (b) accidental loss of or **Damage** to propertyhappening during any **Period of Insurance** in connection with the **Business**
2. against legal liability for claimants' costs and expenses in connection with 1 above
3. in respect of
 - (a) costs of legal representation at
 - i. any coroner's inquest or inquiry in respect of any death
 - ii. proceedings in any court arising out of any alleged breach of statutory duty resulting in any occurrence specified in 1. abovewhich may be the subject of indemnity under this Section
 - (b) all other costs and expenses in relation to any matter which may form the subject of a claim for indemnity under 1. above

incurred with the **Company's** written consent Provided that in respect of

- (a) any one Event
- (b) all Events happening during any **Period of Insurance** in respect of products supplied
- (c) 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

- A the total amount payable by the **Company** in respect of 1 above and all Extensions and Memoranda shall not exceed the Limit of Indemnity
- B the **Insureds** Contribution in respect of **Damages** and claimant's costs and expenses will be payable before the **Company** shall be liable to make any payment
- C the **Company** may at its absolute discretion and at any time pay the Limit of Indemnity (less any sums already paid as **Damages**) or any less amount for which 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
- D 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

EXCLUSIONS TO SECTION 2

The indemnity will not apply to legal liability

1. arising from or out of the ownership possession or use by or on behalf of the **Insured** or any Person Entitled to Indemnity of any
 - (a) mechanically propelled vehicle other than legal liability arising out of
 - i. the use of plant as a tool of trade on site
 - ii. the use of plant at the **Premises** of the **Insured**
 - iii. the loading or unloading of any Mechanically Propelled Vehicle
 - iv. the ownership possession or use of a semi-trailer or trailer (whether coupled or uncoupled to any vehicle
 - (b) aircraft or other aerial device
 - (c) aero spatial device
 - (d) hovercraft
 - (e) water-borne craft (other than hand-propelled or sailing craft in inland or territorial waters)

} except where indemnity is provided by any motor insurance or security is required by law

2. for bodily injury to or death disease or illness of any person employed arising out of and in the course of employment by the **Insured** in the **Business**
3. for or arising from loss of or **Damage** to any property which at the time of the Event giving rise to such legal liability is owned by or held in trust by or in the custody or control of the **Insured** other than
 - (a) **Employees'** directors' partners or visitors' personal effects including vehicles and their contents
 - (b) **Premises** and their contents not owned by or leased or rented to the **Insured** at which the **Insured** is undertaking work in connection with the **Business**
 - (c) **Premises** and their fixtures and fittings leased or rented to the **Insured** unless such legal liability
 - i. has been accepted by agreement in which case the indemnity will only be provided to the extent that such liability would have attached in the absence of such agreement
 - ii. arises from an agreement to maintain in force insurance in respect of loss of or **Damage** to such **Premises** and their fixtures and fittings
4. 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

5. (a) in respect of loss of or **Damage** to any
 - i. product supplied
 - ii. contract work executed
 } by the **Insured**
 caused by any defect therein or the unsuitability thereof for its intended purpose
- (b) for the costs of recall removal repair alteration replacement or reinstatement of any
 - i. product supplied
 - ii. contract work **Insured**
 } by the **Insured**
 necessitated by any defect therein or the unsuitability thereof for its intended purpose
6. arising from or in connection with
 - (a) advice
 - (b) design
 - (c) specification
 } provided for a fee
7. arising from or in connection with any
 - (a) product supplied
 - (b) contract work executed
 } by the **Insured**
 where such legal liability has been accepted by agreement except to the extent that such liability would have attached in the absence of such agreement
8. which attaches by virtue of an agreement but which would not have attached in the absence of such agreement
9. for
 - (a) fines or penalties
 - (b) compensation ordered or awarded by a Court of Criminal Jurisdiction
 - (c) aggravated exemplary or punitive **Damages** awarded by any court outside the Republic of Ireland
10. of whatsoever nature directly or indirectly caused by or contributed to by or arising from
 - (a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - (b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
11. arising from any consequence of war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power
12. for the costs of remedying any defect or alleged defect in **Premises** disposed of by the **Insured**
13. arising out of faulty or inadequate packing

14. Arising from or in connection with
- (a) 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
 - (b) For accidental loss of or **Damage** to property arising out of actual or suspected exposure to Asbestos, Asbestos Dust or Asbestos Containing Material
 - (c) For 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
15. Tobacco and E-cigarette
- Liability arising from damage or Injury caused by:
- a) the consumption or inhalation of smoke produced by the burning of, exposure to or use of tobacco; or
 - b) the consumption, inhalation of or exposure to vapour produced by any electronic cigarette or personal vaporizer.
- In addition, liability, damage or Injury arising directly or indirectly out of the sale of e-cigarettes or accessories sold by the **Insured** which do not conform with applicable health, safety and environmental protection standards is also excluded

DEFINITIONS

ASBESTOS

Asbestos shall mean Crocidolite Amosite, Chrysotile Fibrous, Actinolite Fibrous, Anthophyllite or Fibrous Trermolite or any mixture containing any of those materials

ASBESTOS DUST

Asbestos dust shall mean fibres or particles of Asbestos

ASBESTOS CONTAINING MATERIALS

Asbestos Containing Materials shall mean any material containing asbestos or asbestos dust

WRONGFUL ARREST

The indemnity provided by Section 2 is extended to indemnify the **Insured** against legal liability **Damages** and claimants costs and expenses in respect of claims made against the **Insured** and notified to the **Company** during any **Period of Insurance** by any customer of the **Insured** in respect of any alleged false imprisonment libel slander or malicious prosecution as a direct result of any incident in the shops involving suspicion of shoplifting theft or false pretences and arising out of normal **Business** contact between an **Employee** of the **Insured** and a customer

The liability of the **Company** arising out of all claims notified during any **Period of Insurance** shall not exceed the Limit of Indemnity

EXTENSION APPLICABLE TO EMPLOYERS' LIABILITY, PUBLIC LIABILITY AND PRODUCTS LIABILITY SECTIONS OF THE POLICY

Safety Health and Welfare at Work Act 2005

This **Policy** subject to its terms and limitations extends to indemnify the **Insured** or any director or **Employee** of the **Insured** in respect of legal fees or expenses including the costs of appeal against conviction reasonably incurred by the solicitor or firm of solicitors engaged with the **Insurer's** consent to act for or on behalf of the **Insured** or any director or **Employee** in his defence against a criminal charge for a breach or an alleged breach of the Safety Health and Welfare at Work Act 2005 committed or alleged to have been committed during the **Period of Insurance** Including costs of prosecution awarded against such director or **Employee** or the **Insured** arising from such proceedings

Provided always that

1. This extension shall apply only to proceedings brought in a Court of Law in Ireland
2. The **Insurer** will be under no liability
 - (a) where the **Insured** or any director or **Employee** is insured by any other **Policy**
 - (b) where the criminal charge is in respect of any deliberate or intentional criminal act of the **Insured** or any director or **Employee**
 - (c) in respect of legal fees and expenses which the **Insured** or any director or **Employee** may be ordered to pay by a court of criminal jurisdiction in respect of the deliberate or intentional criminal act or omission of the director or **Employee**
 - (d) in respect of fines or penalties of any kind or the costs of appeal against improvement or prohibition notices
 - (e) for any part of the cost of any investigation or inquiry other than a solicitor's investigation restricted to a criminal charge as above defined
3. The **Insured** or any director or **Employee** shall give to the **Insurer** immediate notice of any summons or other process served upon the **Insured** or any director or **Employee** and of any event that may give rise to proceedings against the **Insured** or any director or **Employee**



THIS INSURANCE IS OPERATIVE ONLY IF SHOWN IN THE SCHEDULE

MONEY INSURANCE

SECTION 1: MONEY

The **Company** will indemnify the **Insured** up to the Limit of Liability for any loss of or **Damage** to the Money and property described in Items 1 to 4 below occurring during the **Period of Insurance** provided that

- A. as regards Item 4 the loss or **Damage** is due to theft or attempt thereof and
- B. the **Company's** liability in respect of any one occurrence or number of occurrences arising directly or indirectly from any one source or original cause shall not exceed the relevant Limit of Liability and
- C. the **Company's** liability in respect of Item 1 (b)(1) shall not exceed the manufacturers recommended limit or the limit shown in the schedule whichever the less is

ITEM NO	LIMIT OF LIABILITY
	ANY ONE LOSS
1. Money as described in Interpretation 1A	
(a) in the Insured's Premises during Working Hours or in transit or in a bank night safe and thereafter within bank Premises until at the bank's risk or at any of the Insured's contract sites during Working Hours _____	€15,000
(b) in the Insured's Premises out of Working Hours	
1. in locked safes or strong rooms _____	€15,000
2. not in a locked, safe or strong room _____	€1,500
(c) in the Insured's residence or that of any of the Insured's directors partners or Employees	
1. while in a locked safe or while an adult is in the residence _____	€1,500
2. otherwise _____	€500
(d) contained in ATM machines outside Working Hours _____	€5,000
(e) contained in gaming machines and pay telephones _____	€750
2. Money as described in Interpretation 1B _____	€750,000
3. Clothing and personal effects belonging to the Insured or any of the Insured's directors partners or Employees while engaged in the Business €750 per person	
4. Any postal franking machine safe strong room or any container or waistcoat used for the carriage of Money belonging to the Insured or for which the Insured is responsible _____	Unlimited

EXCLUSIONS

The **Company** shall not be liable for

1. loss by theft by any director partner or **Employee** of the **Insured** not discovered within fourteen working days of the occurrence
2. shortage due to error or omission
3. loss from an unattended vehicle
4. loss due to the use of counterfeit Money
5. loss or **Damage** arising from riot or civil commotion in Northern Ireland
6. losses not within Great Britain Northern Ireland the Republic of Ireland the Channel Islands or the Isle of Man
7. loss destruction or **Damage** directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds

8. loss or **Damage** directly arising from war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power
9. loss or destruction of or **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
 1. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 2. the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

10. Insured's Contribution/Excess

This insurance does not cover the **Insureds Contribution/Excess** (as shown below or as otherwise specified in the Schedule) being the first part of each and every loss to be borne by the **Insured** at each separate **Premises** as ascertained

- All Money Section Cover _____ €350

INTERPRETATIONS

1. Money shall mean

- (a) cash bank notes currency notes uncrossed cheques (including uncrossed giro cheques giro cash cheques and travellers' cheques but excluding pre-signed blank cheques) uncrossed bankers drafts uncrossed postal orders uncrossed money orders current postage National Savings stamps bills of exchange consumer redemption vouchers gift tokens trading stamps bus tickets national lottery tickets telephone cards
- (b) crossed cheques (including crossed giro cheques and drafts but excluding pre-signed blank cheques) crossed bankers drafts crossed postal orders crossed money orders unused units in franking machines National Savings certificates Premium Bonds credit **Company** sales vouchers VAT purchase invoices belonging to the **Insured** or for which the **Insured** is responsible and pertaining to the **Business**

2. Working Hours shall mean

the period during which the **Premises** are actually occupied for **Business** purposes and during which the **Insured** or those of the **Insured's Employees** who are entrusted with Money are in the **Premises** or on the **Insured's** contract sites

SPECIAL CONDITIONS

1. It is a condition precedent to the **Company's liability for loss or **Damage** that**

(a) in respect of any Intruder Alarm System installed at the **Premises**

1. a maintenance contract is maintained in force during the currency of the **Policy** with the installing contractor or such other contractor as is agreed in writing by the **Company**
2. the **Business Premises** are not left unattended unless
 - (a) the Intruder Alarm System is tested and set in its entirety and where the equipment permits any Central Station to which the Intruder Alarm System is connected has acknowledged the setting signal
 - (b) as far as the **Insured** or his representatives is aware the Intruder Alarm System is in full and efficient working order
3. the agreement of the **Company** is obtained in writing before replacing extending or otherwise altering the Intruder Alarm System
4. the **Company** is notified immediately and in writing if
 - (a) the **Insured** receives written notification from a Police Authority that they may be withdrawing response to alarm calls

(b) whenever the **Business Premises are left unattended**

1. all locks bolts and other protective devices are in full and effective operation
2. all keys (including those relating to any part of the Intruder Alarm System) other than keys to safes or strong rooms (see 2(b) below) containing money are
 - (a) removed from the **Business Premises** or
 - (b) placed within a locked safe or strong room the keys to which are themselves removed from the **Business Premises**

- (c) out of working Hours all keys and notes of combination lock letters and numbers of safes and strong rooms containing Money are removed from the **Business Premises**
- (d) in respect of item No 1. (d) the ATM machine must not be sited within 3 metres of a glazed shop front

INTERPRETATION

Intruder Alarm System includes all lines and equipment used to transmit the signals to and from the **Premises**

CONTRIBUTION

If at the time of any claim under this Section, the **Insured** is or would but for the existence of this **Policy** be entitled to indemnity under any other **Policy** or policies the **Company** shall not be liable except in respect of any excess beyond the amount which would have been payable under such other **Policy** or policies had this Section not been effected

SECTION 2 PERSONAL INJURY (ROBBERY)

In the event of the **Insured** or any director partner or **Employee** of the **Insured** (hereinafter called the **Insured Person**) sustaining accidental Bodily Injury during the **Period of Insurance** which

- A. is sustained solely and directly as a result of robbery or attempt thereof while such **Insured Person** is engaged in the **Business** and
- B. within two years is the sole cause of Death Disablement or incurring of Medical Expenses for which the Benefit is claimed

The **Company** will pay the appropriate Benefit to the **Insured** in accordance with the number of Units of cover as shown in the Schedule

Bodily Injury does not include sickness or disease or any naturally occurring condition or degenerative process or the result of a gradually operating cause

EXCLUSIONS

The **Company** will not pay the Benefit if

- 1. Bodily Injury Death Disablement or Medical Expenses is the result of or is contributed to by the **Insured Person** having a physical or mental defect of any sort which was known either to the **Insured** or the **Insured Person** when the **Policy** was issued or at renewal

However, the exclusion shall not apply if the defect has been notified to the **Company** and accepted in writing

INTERPRETATIONS

- 1. Benefits shall mean
 - 1. Death/ Disablement
 - 2. Loss of one or more Limbs or Eyes
 - 3. Permanent Total Disablement other than by Loss of Limb or Eye from gainful employment of any and every kind
 - 4. Temporary Total Disablement from usual occupation
 - 5. Medical Expenses necessarily incurred in the treatment of the **Insured Person**
- 2. The amount payable for each Unit of cover shall be:

Benefit

 - 1. €30,000
 - 2. €30,000
 - 3. €30,000
 - 4. €300 per week for a maximum of 104 weeks in all and not necessarily consecutive
 - 5. Reimbursement €500 reasonably incurred
- 3. Loss of limb shall mean
 - (a) in the case of a leg loss by physical severance at or above the ankle or permanent total loss of use of a complete foot or leg
 - (b) in the case of an arm loss by physical severance of the entire four fingers through or above the meta cargo phalangeal joints or permanent total loss of use of a complete arm or hand

4. Loss of Eye shall mean permanent and total loss of sight which will be considered as having occurred
 - (a) in both eyes if the **Insured Person's** name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist
 - (b) in one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen scale (meaning seeing at 3 feet what the **Insured Person** should see at 60 feet)
5. Medical Expenses shall mean the cost of medical surgical or other remedial attention treatment or appliances given or prescribed by a qualified member of the medical profession and all hospital nursing home and ambulance charges

SPECIAL CONDITION

1. BENEFITS

- (a) Benefit shall not be payable for any one **Insured Person** under more than one of the Benefits 1 to 3 in connection with the same occurrence of Bodily Injury
- (b) On the happening of any occurrence giving rise to a claim under any of Benefits 1 to 3 this Section shall thereafter cease to apply to that **Insured Person**
- (c) Total Disablement shall have lasted for 104 weeks and have been proved to the **Company's** satisfaction to be permanent and without expectation of recovery before Benefit 3 becomes payable
- (d) The amount payable per week under Benefit 4 shall not exceed the **Insured Person's** pre-injury weekly earnings from the **Business**
- (e) No sum payable shall carry interest
- (f) No Benefit shall be payable due solely to inability to take part in sports or pastimes

2. CLAIMS CONDITION

Claims Condition 9 does not apply to Section 2

3. CUSTODIAN WARRANTY

It is a condition of this **Policy** that the following precautions be adopted for the transit of money (other than money described in interpretation 1b

AMOUNT IN TRANSIT

MINIMUM NUMBER OF ABLE-BODIED PERSONS TO ACCOMPANY TRANSITS

Up to €5,000 _____	1
Over €5,000 but not exceeding €10,000 _____	2
Over €10,000 but not exceeding €15,000 _____	3

Amounts in excess of €15,000 to be carried by professional carriers approved by the **Company**

Notes to be carried on the person and coin in a bag or bags and transits of amounts over €5,000 to be carried out by motor car



THE INSURANCE IS OPERATIVE ONLY IF SHOWN IN THE SCHEDULE

LOSS OF LICENCE

We will pay for depreciation in value of the **Insured's** interest in the **Premises** up to the amount stated in the schedule arising from the licence granted for the sale of excisable liquors at the **Premises** being

- (a) forfeited under the provisions of legislation governing such licences
- or
- (b) refused renewal by the appropriate licencing authority at the time of renewal during the **Period of Insurance** from a cause beyond the **Insured** control

In addition, the **Company** will pay for all costs incurred with our written consent in connection with any appeal against refusal to renew the licence

EXCLUSIONS

This section excludes liability

1. if the forfeiture or refusal to renew the licence arises directly or indirectly from any town or country planning compulsory purchase improvement or development or the surrender reduction or redistribution of licences
2. for any alteration in the law affecting the grant surrender forfeiture or refusal to renew any licence
3. if the **Insured** are entitled to obtain compensation under the provisions of any Act or Statute in respect of any refusal to renew the licence

SPECIAL CONDITIONS

1. The **Insured** must notify the **Company** in writing immediately on becoming aware of any
 - (a) complaint against the **Premises** or the control of the **Premises**
 - (b) objection to renewal or other circumstances which may endanger the licence or its renewal
 - (c) proceedings against or conviction of the licence holder manager tenant or occupier of the **Premises** for any breach of the licencing laws including any matter where the character or reputation of the person concerned is affected with respect to his or her honesty moral standing or sobriety
 - (d) change in tenancy management or use of the **Premises**
 - (e) transfer or proposed transfer of the licence
2. The **Insured** must notify the **Company** within 24 hours of any forfeiture or refusal of the licence and provide additional information and assistance that may be required by the **Company**

COMMERCIAL LEGAL PROTECTION

This Section of the **Policy** is provided by ARAG Legal Protection Limited. Head & Registered office Europa House, Harcourt Centre, Harcourt Street, Dublin 2. Registered in Ireland number 639625.

ARAG Legal Protection Limited is a coverholder of the Insurer ARAG Insurance Company Limited, an Irish Branch of ARAG Allgemeine Versicherungs-AG. ARAG Insurance Company Limited is authorised and regulated by the Federal Financial Supervisory Authority, BaFin (firm reference number VU5455), the regulatory authority in Germany, and is regulated by the Central Bank of Ireland for Conduct of Business rules.

SPECIAL CONDITION

Please take extra care in following the procedures under Employment Financial Compensation Awards (**COVER 1(b)**)

DEFINITIONS

1. WE US OUR

ARAG Legal Protection Limited

2. THE INSURED

The **Company** shown as the **Insured** in the Schedule

3. INSURER

ARAG Insurance Company Limited - a Branch of ARAG Allgemeine Versicherungs-AG

4. INSURED PERSON

The **Insured** and the **Insured's** directors partners managers and **Employees**

5. APPOINTED REPRESENTATIVE

The lawyer accountant or other suitably qualified person who has been appointed to act for an **Insured Person** in accordance with the terms of this Section of the **Policy**

6. PERIOD OF INSURANCE

The period as specified in the Schedule

7. DATE OF OCCURRENCE

- (a) For civil cases (other than under COVER - 5 TAX PROTECTION) the date of occurrence is when the cause of action first accrued
- (b) For criminal cases the date of occurrence is when the **Insured Person** commenced or is alleged to have commenced to violate the criminal law in question
- (c) For licence or registration appeals the date of occurrence is when the **Insured** first became aware of the proposal by the relevant licencing or regulatory authority to suspend alter the terms of refuse to renew or cancel the **Insured's** licence
- (d) For TAX PROTECTION the date of occurrence is when the relevant authority sends an assessment or written decision to the **Insured** following an audit

8. COSTS AND EXPENSES

(a) Legal costs

All reasonable and necessary costs chargeable by the **Appointed Representative** on a party/party basis. Also the costs incurred by opponents in civil cases if an **Insured Person** has been ordered to pay them or pays them with **Our** agreement

(b) Accountant's costs

A reasonable amount in respect of all costs reasonably incurred by the **Appointed Representative** in accordance with **Our** claims handling instructions

(c) Attendance expenses

The **Insured Person's** salary or wages for the time that the **Insured Person** is off work to attend any arbitration court or tribunal hearing at the request of the **Appointed Representative** or while attending

jury service. **We** will pay for each half or whole day that the court tribunal or the **Insured Person's** employer will not pay for

The amount **We** will pay is based on the following:

1. the time the **Insured Person** is off work including the time it takes to travel to and from the hearing. This will be calculated to the nearest half day assuming that a whole day is eight hours:
2. if the **Insured Person** works full time the salary or wages for each whole day equals 1/250th of the **Insured Person's** yearly salary or wages
3. if the **Insured Person** works part-time the salary or wages will be a proportion of the **Insured Person's** weekly salary or wages

TERRITORIAL LIMIT

For COVER 2 LEGAL DEFENCE (excluding 2(4)), and 4(b) BODILY INJURY

The European Union (including the Republic of Ireland), United Kingdom, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia, Herzegovina, Bulgaria, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, Romania, San, Marino, Serbia, Switzerland and Turkey (west of the Bosphorus)

For all other COVERS

The Republic of Ireland

COVER

This Section of the **Policy** will cover the **Insured Person** in respect of any insured cover arising in connection with the **Company** shown in the Schedule

We agree to provide the insurance in this Section of the **Policy** as long as:

- (a) the **Date of Occurrence** of the insured cover happens during the **Period of Insurance** and within the **Territorial Limit** and
- (b) the claim is reported to **Us** as soon as the **Insured Person** becomes aware of it and within 180 days of the **Date of Occurrence** and
- (c) any legal proceedings will be dealt with by a court or other body which **We** agree to in the **Territorial Limit** and
- (d) in civil claims it is always more likely than not that an **Insured Person** will recover damages (or obtain any other legal remedy which **We** have agreed to) or make a successful defence

For all insured covers **We** will help in appealing or defending an appeal as long as the **Insured Person** tells **Us** within the time limits allowed that they want **Us** to appeal. Before the **Insurer** pays any **Costs and Expenses** for appeals **We** must agree that it is always more likely than not that the appeal will be successful

If an **Appointed Representative** is used, the **Insurer** will pay the **Costs and Expenses** incurred for this

The **Insurer** will pay Employment Financial Compensation Awards that **We** have agreed to

For COVER 4 (a) Bodily Injury claims the **Insurer** will pay the application fee required by the Personal Injuries Assessment Board (PIAB)

The most the **Insurer** will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is €400,000

1. EMPLOYMENT DISPUTES AND FINANCIAL COMPENSATION AWARDS

(a) EMPLOYMENT DISPUTES

We will defend the **Insured's** legal rights:

1. prior to the issue of proceedings before a Rights Commissioner court or tribunal following the dismissal of an **Employee** or
2. in legal proceedings in respect of any dispute with
 - (a) an **Employee** or ex-**Employee** or a trade union acting on behalf of an **Employee** or ex-**Employee** which arises out of or relates to a contract of employment with the **Insured**; or
 - (b) an **Employee** prospective **Employee** or ex-**Employee** arising from an alleged breach of their statutory rights under employment legislation

EXCLUSIONS TO COVER 1 (a)

- (1) Any claim in respect of damages for personal injury including stress bullying and harassment claims or loss of or damage to property
- (2) **Employee** internal disciplinary or grievance procedures
- (3) Irish Law

(b) EMPLOYMENT FINANCIAL COMPENSATION AWARDS

The **Insurer** will pay any financial compensatory award otherwise payable by the **Insured** in respect of a claim **We** have accepted under COVER 1(a)

PROVIDED THAT

- (1) Throughout any contract of employment dispute the **Insured** has sought and followed advice from **Our** legal advice service
- (2) For compensation following the **Insured's** breach of statutory duty under employment legislation the **Insured** has at all times sought and followed advice from **Our** legal advice service since the date when the **Insured** should have known about the employment dispute
- (3) For any compensation award for redundancy or alleged redundancy or unfair selection for redundancy but not the redundancy payment itself the **Insured** has sought and followed advice from **Our** Claims Department prior to serving notice of redundancy
- (4) The compensation is awarded by a Rights Commissioner or tribunal under a judgment made after full argument and otherwise than by consent or default or is payable under settlement approved in writing in advance by **Us**
- (5) The total of the compensation payable by **Us** shall not exceed €1,500,000 in any one **Period of Insurance**

EXCLUSIONS TO COVER 1 (b)

- (1) Any financial compensation relating to the following
 - trade union activities trade union membership or non-membership
 - pregnancy or maternity rights
 - statutory rights in relation to trustees of occupational pension schemes
 - statutory rights in relation to Sunday shop and betting work
- (2) Non-payment of money due under the relevant contract of employment or statutory provision relating thereto
- (3) Any award ordered as a result of a breach of statutory rights in relation to the provision of relevant records to **Employees** under the National Minimum Wage Act 2000 or any amending legislation
- (4) Any financial compensation award or increase in financial compensation award ordered by the tribunal for failure to comply with a recommendation it has made including non-compliance with a reinstatement or re-engagement order

2. LEGAL DEFENCE

At the **Insured's** request

- (1) **We** will defend the **Insured Person's** legal rights
 - (a) prior to the issue of legal proceedings when dealing with the
 - Gardaí or
 - Health and Safety Authority and/or regional health boardswhere it is alleged that the **Insured Person** has or may have committed a criminal offence or
 - (b) following an event which leads to the **Insured Person** being prosecuted in a court of criminal jurisdiction
- (2) **We** will defend the **Insured's** legal rights following civil action taken against the **Insured** for wrongful arrest in respect of an accusation of theft alleged to have been carried out during the **Period of Insurance**
- (3) **We** will defend the **Insured Person's** (other than the **Insured**) legal rights if civil action is taken against them as a trustee of a pension fund set up for the benefit of the **Insured's Employees**
- (4) **We** will represent the **Insured Person** in appealing against the imposition or terms of any Statutory Notice issued under legislation affecting the **Insured's Business**

- (5) **We** will represent the **Insured** in appealing against the refusal of the Data Protection Commissioner to register the **Insured's** application for registration
- (6) **We** will pay the attendance expenses of an **Insured Person** for jury service

PROVIDED THAT

In so far as proceedings under the Safety Health and Welfare at Work Act 2005 are concerned the **Territorial Limit** shall be any place where the Act applies

EXCLUSIONS TO COVER 2

- (1) An **Insured Person** driving without valid motor insurance
- (2) Any claims arising from parking or obstruction offences
- (3) Any motor related prosecution where the **Insured** owns or has use of more than 6 motor vehicles used for **Business** purposes

3. STATUTORY LICENCE PROTECTION

We will represent the **Insured** in appealing to the relevant statutory or regulatory authority court or tribunal following an event which results in a licencing or regulatory authority suspending or altering the terms of or refusing to renew or cancelling the **Insured's** licence

EXCLUSIONS TO COVER 3

- (1) An original application or application for renewal of a statutory licence
- (2) Any licence appeal relating to the ownership driving or use of a motor vehicle

4. PROPERTY PROTECTION AND BODILY INJURY

- (a) Property protection

We will negotiate for the **Insured's** legal rights in any civil action relating to material property which is owned by or the responsibility of the **Insured** following:

- (1) any event which causes physical damage to such material property or
- (2) any nuisance or trespass

EXCLUSIONS TO COVER 4 (a)

Any claim relating to the following

- (1) a contract entered into by the **Insured**
- (2) goods in transit or goods lent or hired out
- (3) goods at **Premises** other than those occupied by the **Insured** unless the goods are at such **Premises** for the purpose of installations or use in work to be carried out by the **Insured**
- (4) mining subsidence
- (5) defending the **Insured's** legal rights other than in defending a counter-claim
- (6) a motor vehicle owned or used by or hired or leased to an **Insured Person** other than damage to motor vehicles where the **Insured** is engaged in the **Business** of selling motor vehicles

- (b) Bodily Injury

At the **Insured's** request **We** will negotiate for an **Insured Person's** and their family members' legal rights following an event which causes the death of or bodily injury to them

This includes assisting the **Insured Person** (and family member if applicable) throughout claims and legal advice service to register their claim with the Personal Injuries Assessment Board (PIAB)

EXCLUSIONS TO COVER 4 (b)

1. Any claim relating to the following:
 - (a) any illness or bodily injury which develops gradually or is not caused by a specific or sudden accident or
 - (b) defending an **Insured Person's** or their family members' legal rights other than in defending a counter-claim or
 - (c) a motor vehicle owned or used by or hired or leased to an **Insured Person** or their family members
2. The cost of obtaining a medical report when registering a claim with the PIAB

5. TAX PROTECTION

(a) Revenue Audits

We will negotiate on behalf of the **Insured** and represent them in any appeal proceedings in respect of an audit carried out by the Revenue Commissioners into the **Insured's Business** accounts

(b) Employers' Compliance

We will represent the **Insured** in any appeal proceedings in respect of a dispute concerning their compliance with Pay as You Earn or Social Insurance Contribution Regulations following an audit by the Revenue Commissioners or The Department of Social Community and Family Affairs

(c) VAT Disputes

We will represent the **Insured** in any appeal proceedings following an audit carried out by the Revenue Commissioners in respect of Value Added Tax due

PROVIDED THAT

- (a) the **Insured** has taken reasonable care to ensure that all returns are complete and correct and that such returns are submitted within the statutory time limits allowed
- (b) the **Insured** and the **Appointed Representative** comply with **Our** claims handling instructions throughout the course of the claim

EXCLUSIONS TO COVER 5

- (1) Any claim arising from a tax avoidance scheme
- (2) Any claim caused by the failure of the **Insured** to register for Value Added Tax
- (3) Any claim undertaken by the Revenue Commissioners into alleged dishonesty or alleged criminal activities of the **Insured**

HOW WE DEAL WITH TAX PROTECTION CLAIMS

Please refer to Appendices I and II on pages 56 to 57 of this **Policy**

GENERAL EXCLUSIONS

1. **Costs and expenses** incurred before the written acceptance of a claim by **Us**
2. Fines penalties compensation or damages which the **Insured Person** is ordered to pay by a court or other authority other than compensation awards as covered under COVER 1 (b) Employment Financial Compensation Awards
3. Any claim relating to patents copyrights trademarks merchandise marks registered designs intellectual property secrecy and confidentiality agreements
4. Any claim relating to franchise rights or agency rights where the **Insured** has the legal capacity to alter the legal relations of another
5. Any claim deliberately or intentionally caused by an **Insured Person**
6. A dispute with **Us** not otherwise dealt with under Section F General Conditions 7
7. Any claim relating to a shareholding or partnership share in the **Insured**
8. An application for judicial review or any defence of judicial review proceedings
9. **ANY CLAIM CAUSED BY CONTRIBUTED TO BY OR ARISING FROM:**
 - ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel
 - the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it
 - war invasion foreign enemy hostilities (whether war is declared or not) civil war rebellion revolution military force or coup
 - pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds
10. Legal action an **Insured Person** takes which **We** or the **Appointed Representative** have not agreed to or where the **Insured Person** does anything that hinders **Us** or the **Appointed Representative**
11. When either at the commencement of or during the course of a claim the **Insured** is bankrupt or has filed a bankruptcy petition or winding-up petition or has made an arrangement with its creditors or has entered into a deed of arrangement or is in liquidation or part or all of its affairs or property are in the care or control of a receiver or administrator

12. Any claim directly or indirectly caused by or resulting from any device failing to recognise interpret or process any date as its true calendar date

GENERAL CONDITIONS

1. An **Insured Person** must:
 - (a) keep to the terms and conditions of this Section of the **Policy**
 - (b) notify **Us** immediately of any alteration which may materially affect **Our** assessment of the risk
 - (c) take reasonable steps to keep any amount the **Insurer** has to pay as low as possible
 - (d) try to prevent anything happening that may cause a claim
 - (e) send everything **We** ask for in writing
 - (f) give **Us** full details of any claim as soon as possible and give **Us** any information **We** need
2. (a) **We** can take over and conduct in the name of an **Insured Person** any claim or legal proceedings at anytime
We can negotiate any claim on behalf of an **Insured Person**
 - (b) If **We** agree to start legal proceedings and it becomes mandatory for an **Insured Person** to be represented by a lawyer or if there is a conflict of interest an **Insured Person** can choose an **Appointed Representative** by sending **Us** the suitably qualified person's name and address
We may choose not to accept the choice of representative but only in exceptional circumstances
 - (c) Before an **Insured Person** chooses a lawyer or an accountant **We** can appoint an **Appointed Representative**
 - (d) An **Appointed Representative** will be appointed by **Us** and represent an **Insured Person** according to **Our** standard terms of appointment. The **Appointed Representative** must co-operate fully with **Us** at all times
 - (e) **We** will have direct contact with the **Appointed Representative**
 - (f) An **Insured Person** must co-operate fully with **Us** and with the **Appointed Representative** and must keep **Us** up-to-date with the progress of the claim
 - (g) An **Insured Person** must give the **Appointed Representative** any instructions that **We** require
3. (a) An **Insured Person** must tell **Us** if anyone offers to settle a claim and must not agree to any settlement without **Our** written consent
 - (b) If an **Insured Person** does not accept a reasonable offer to settle a claim, **We** may refuse to pay further **Costs and Expenses**
 - (c) **We** may decide to pay the **Insured Person** the amount of damages that the **Insured Person** is claiming or is being claimed against them instead of starting or continuing legal proceedings
4. (a) If **We** ask an **Insured Person** must tell the **Appointed Representative** to have **Costs and Expenses** taxed assessed or audited
 - (b) An **Insured Person** must take every step to recover **Costs and Expenses** that the **Insurer** has to pay and must pay **Us** any **Costs and Expenses** that are recovered
5. If an **Appointed Representative** refuses to continue acting for an **Insured Person** with good reason or if an **Insured Person** dismisses an **Appointed Representative** without good reason the cover, **We** provide will end at once unless **We** agree to appoint another **Appointed Representative**
6. If an **Insured Person** settles a claim or withdraws their claim without **Our** agreement or does not give suitable instructions to an **Appointed Representative** the cover **We** provide will end at once and **We** will be entitled to re-claim any **Costs and Expenses** paid by **Us**
7. If **We** and an **Insured Person** disagree about the choice of **Appointed Representative** or about the handling of a claim, **We** and the **Insured Person** can choose another suitably qualified person to decide the matter. **We** must both agree to this in writing If **We** cannot agree with the **Insured Person** about the choice of the second suitably qualified person **We** will ask the president of the Law Society of Ireland to choose a suitably qualified person
Whoever loses the disagreement will have to pay the costs of settling it
8. **We** may at **Our** discretion require the **Insured** to obtain an opinion from counsel at the **Insured's** expense as to the merits of a claim or proceedings. If counsel's opinion indicates that there are reasonable grounds for the pursuit or defence of a claim or proceedings the cost of obtaining the opinion will be paid by the **Insurer**
9. **We** can cancel this Section of the **Policy** at any time as long as **We** tell the **Insured** at least 14 days beforehand. The **Insured** can cancel this Section of the **Policy** at any time within 14 days of taking it out After that the **Insured** can by giving **Us** 14 days' notice

10. **We** will not pay any claim covered under any other **Policy** or any claim that would have been covered by any other **Policy** if this Section of the **Policy** did not exist
11. This Section of the **Policy** will be governed by the laws of the Republic of Ireland

HELPLINE SERVICES

We provide these services 24 hours a day seven days a week during the **Period of Insurance**. To help us check and improve **We** service standards **We** record all calls

COMMERCIAL LEGAL ADVICE

We will give the **Insured** confidential legal advice over the phone on any commercial legal problem affecting the **Business** under the laws the Republic of Ireland the United Kingdom of Great Britain and Northern Ireland the Isle of Man and the Channel Islands

BUSINESS ASSISTANCE

In the event of an unforeseen emergency affecting the **Insured's Business Premises** which causes damage or potential danger **We** will contact a suitable repairer or contractor and arrange assistance on behalf of the **Insured**. All costs of assistance provided are the responsibility of the **Insured**

To contact the above services phone us on: **0818 670747**

HEALTH & MEDICAL INFORMATION SERVICE

We will give an **Insured Person** information over the phone on health and fitness and non-diagnostic advice on medical matters Advice can be given on allergies the side effects of drugs and how to improve general fitness

To contact the above service phone us on: **0818 254164**

COUNSELLING

We will provide all **Employees** (including any members of their immediate family who permanently live with them) with a confidential counselling service over the phone including where appropriate onward referral to relevant voluntary and/or professional services

To contact the counselling helpline phone us on: **1800 67047**. These calls are not recorded

We will not accept responsibility if the Helpline Services fall for reasons **We** cannot control. Please do not phone us to report a general insurance claim

EMPLOYMENT MANUAL

The ARAG Legal Protection Ltd Employment Manual offers comprehensive up to date guidance on rapidly changing employment law. To view it please visit **We** website at www.arag.ie from the home page click on the Employment Manual icon

CLAIMS PROCEDURE

Send your claim to:

ARAG Legal Protection Ltd, Harcourt Centre, Harcourt Street, Dublin 2

Once you have sent us the details of your claim and **We** have accepted it **We** will start to resolve your legal problem. Always report your claim to us in writing and as soon as possible. **We** can send you a claim form to help you do this. **We** normally deal with claims through **We** Legal Claims Centre but sometimes **We** use appointed lawyers If you require a claim form you can phone us on: 01 670 7470

WHEN WE CANNOT HELP

Please do not ask for help from a solicitor or accountant before **We** have agreed. If you do **We** will not pay the costs involved.

ARAG COMPLAINTS PROCEDURE

We will always try to give you a quality service. If you think We have let you down, please write to We Managing Director at ARAG Legal Protection Ltd, Harcourt Centre, Harcourt Street, Dublin 2. ARAG Legal Protection Ltd is authorised and regulated by the Central Bank of Ireland.

APPENDIX I

HOW WE DEAL WITH TAX PROTECTION CLAIMS UNDER YOUR COMMERCIAL LEGAL PROTECTION COVER (A STEP BY STEP GUIDE TO YOUR TAX CLAIM)

YOUR BUSINESS IS REQUIRED BY LAW TO SUBMIT Accounts and pay tax to the Revenue Commissioners. This **Policy** will pay your accountant's fees if the Revenue Commissioners carry out an audit of your **Business** accounts provided that these guidelines are followed

NOTIFYING US OF YOUR CLAIM

1. If you receive notification from the Revenue Commissioners, you or your accountant can contact us by phone on: 01670 7470
We can send you a claim form and give you advice about how to make your claim. **We** cannot confirm cover for your claim over the phone
2. When **We** receive the information and **We** need to help you with your claim **We** will appoint an accountant to act for you. If you wish us to appoint your own accountant you must send us the person's name and address when you send us your completed claim form. The accountant appointed by us to act for you is referred to as the "**Appointed Representative**" in this Section of the **Policy** and in the guidelines below. **We** will not pay for any accountant's fees that have been incurred for work carried out before **We** have accepted your claim

HANDLING YOUR CLAIM

3. **ARAG Tax Protection covers the cost of negotiating on your behalf and representing you in any appeal proceedings in respect of a Revenue Audit**
4. Once **We** have accepted your claim and have appointed an accountant to deal with it **We** will agree with the **Appointed Representative** what work is to be carried out on your behalf and the fees that are to be covered under this Section of the **Policy**. If it is not possible to agree a budget with the **Appointed Representative** ARAG reserves its right to limit the sum payable under this Section of the **Policy** to an amount that is necessary and reasonable in the circumstances
5. The Revenue Commissioners will request information about your accounts. The **Appointed Representative** will prepare this information They may also be required to meet with the Revenue This Section of the **Policy** will cover the cost of any necessary meetings provided that **We** have consented to your accountant attending If it is not possible to negotiate a settlement with the Revenue Commissioners and you wish to appeal against the tax demanded **We** will pay for the **Appointed Representative** to represent you in appeal proceedings provided it is always more likely than not that the appeal will be successful
6. If at any time during the audit the level of fees that **We** have agreed with the **Appointed Representative** is expected to change, **We** must be informed of any additional work considered necessary and agree in advance any additional accountants' costs to be paid under this Section of the **Policy**

WHEN WE CANNOT HELP

7. Please note it is a condition of this Section of the **Policy** that you have taken reasonable care to ensure all returns are complete and correct and are submitted within the statutory time limits allowed
8. If the **Appointed Representative** has to carry out routine accounting or corrective work, you will need to pay any fees for this out of your own funds It is not normally considered appropriate for accountants to carry out review work on records prior to submission to the Revenue Commissioners but if the **Appointed Representative** considers this is necessary **We** will pay the cost of this provided that **We** have consented to the work being carried out
9. **We** will not pay accountant's costs that have been incurred because the **Appointed Representative** has failed to follow the procedures **We** have specified or has charged fees that **We** have not agreed to pay
10. Please note the exclusions on this Section of the **Policy** in relation to dishonesty

SETTLING YOUR CLAIM

11. **We** will tell the **Appointed Representative** about how **We** will settle their invoice when the audit has been completed

OTHER-TYPES OF TAX PROTECTION CLAIMS

Disputes arising from Employers' compliance with PAYE or PRSI contributions following an audit by the Revenue Commissioners or

Department of Social Community and Family Affairs and appeals in relation to VAT assessments are also covered by this Section of the **Policy**

If you need to notify us of a claim that arises from either of these circumstances, please follow the instructions outlined in 1 and 2. **We** will adopt a similar approach when dealing with these claims as for Revenue Audits (refer to paragraphs 3 to 6) although the actual work carried out by the **Appointed Representative** will differ. Please note **We** cannot cover disputes with the Revenue Commissioners that result from your failure to register your **Business** for VAT

APPENDIX II

PROCEDURE FOR APPOINTED REPRESENTATIVES WHEN DEALING WITH TAX PROTECTION CLAIMS

The information below details the procedure to be followed by the **Appointed Representative** when dealing with your Tax Protection claim

We will send these instructions to the **Appointed Representative** when **We** appoint them to deal with your claim

INSTRUCTIONS FOR THE APPOINTED REPRESENTATIVE

In **We** experience it is normally necessary for the **Appointed Representative** to undertake the following work

1. **PROVIDE INFORMATION REQUESTED IN THE REVENUE COMMISSIONER'S INITIAL LETTER**

This should not involve significant re-analysis work. If the information is available albeit in slightly different form in your working papers the Revenue should be invited to accept it as it is in your papers

2. **SUBMISSION (OR MAKING AVAILABLE) OF BUSINESS RECORDS**

Responsibility for the retention and orderly maintenance of **Business** records rests with you **We** will not expect to incur significant professional costs associated with your submission to Revenue. It will not normally be considered appropriate for the **Appointed Representative** to carry out review work on the records prior to submission to the Revenue. If it is felt that any such work is necessary, advance agreement of the costs is required. Please send us a copy of the covering letter sent with the audited accounts at the time of filing

3. **SUBMISSION OF PRIVATE FINANCIAL INFORMATION IF APPROPRIATE TO THE AUDIT**

4. **IDENTIFY REASON FOR AUDIT**

5. **POSSIBLE LIMITED FURTHER CORRESPONDENCE PREPARATORY TO ANY MEETING WITH THE REVENUE**

6. **MEETING WITH THE REVENUE INSPECTOR**

Where appropriate, meetings with the Revenue can be a productive means to resolve outstanding issues. However, the time involved inevitably makes them expensive in terms of professional fees. It is therefore vitally important that the purpose of the meeting be clearly agreed in so far as possible in advance so that the meeting time can be used effectively to resolve remaining issues.

The reasons for a meeting should be set out by the Revenue along with the subjects for discussion. It is particularly important that the Revenue be asked to set out in advance any issues which you may be unlikely to be able to answer from memory in order to facilitate closure of the audit

As in all insurances, there is an obligation for you and on the **Appointed Representative** acting for you to take reasonable steps to minimise the costs payable under this Section of the **Policy**. **We** will only pay for one member of the **Appointed Representative's** firm to be present at the audit and **We** expect where possible that preparatory work prior to the audit and subsequent to it be done by junior members of staff.

At the end of the above process, it will be apparent whether the audit can be drawn to a close or whether the Revenue has significant concerns about the accuracy of the returns

APPENDIX III

ENDORSEMENT ATTACHING TO AND FORMING PART OF COMMERCIAL LEGAL PROTECTION EMPLOYMENT PRACTICES LEGAL PROTECTION INSURANCE

Under Commercial Legal Protection, (d) - in civil claims it is always more likely than not than an **Insured Person** will recover damages (or obtain any other legal remedy which **We** have agreed to) or make a successful defence - is deleted solely in respect of Cover 1 Employment Disputes and Financial Compensation Awards and 2 Legal Defence.

Cover 1 Employment Disputes and Financial Compensation and 2 Legal Defence are hereby removed and replaced with the following:-

1. EMPLOYMENT DISPUTES AND FINANCIAL COMPENSATION AWARDS

(a) Employment Disputes

We will defend the **Policy** holder's legal rights:

1. Following:

- (a) A demand for monetary compensation by a prospective **Employee**, **Employee**, or ex-**Employee** or
- (b) Any request to reinstatement by an **Employee** or ex-**Employee**;

2. In proceedings in respect of any dispute with

- (a) An **Employee**, ex-**Employee**, or trade union acting on behalf of an **Employee** or ex-**Employee** which arises out of or relates to a contract of employment with the **Policy** holder; or
- (b) An **Employee**, prospective **Employee**, or ex-**Employee** arising from an alleged breach of their:
 - i. Statutory rights under employment legislation; or
 - ii. Civil rights in relation to their work or application to work as an **Employee** of the **Policy** holder.

3. At the **Policy** holder's request **We** will defend the **Insured Person's** (other than the **Policy** holder's) legal rights if:

- (a) An event arising from their work for the **Policy** holder leads to civil action being taken against the **Insured Person** under legislation for unlawful discrimination under Employment Equality or Equality legislation; or
- (b) Civil action other than arbitration proceedings is taken against them as the trustee of a pension fund set up for the benefit of the **Policy** holder's **Employees**.

What is not covered:

1. **Employee** internal disciplinary or grievance procedures.
 2. Any claim in respect of damages for bodily injury, or loss or damage to property.
 3. Any claim arising from or relating to any transfer of **Business** which falls within the scope of the European Communities (Safeguarding of **Employee's** Rights on Transfer of Undertakings) Regulations 1980 and 2000, European Communities (Protection of **Employees** on Transfer of Undertakings) Regulations 2003 and any amending legislations
 4. Claims being brought under the Equal Status Act.
- (b) Employment Financial Compensation Awards

The **Insurer** will pay financial compensatory award otherwise payable by the **Policy** holder in respect of a claim **We** have accepted under insured incident 1(a).

PROVIDED THAT

1. The Employment Financial Compensation Award is awarded by a court or tribunal under a judgement made after full argument and otherwise than by consent or default, or is payable under settlement approved in writing by **Us** (other than the redundancy payment itself).
2. For any Employment Financial Compensation Award for redundancy or alleged followed advice from **Our** legal advice service prior to serving notice of redundancy.
3. The **Policy** holder will be responsible for 10% of all Employment Financial Compensation Awards payable under this Section subject to a minimum amount of €1,500.

What is not covered:

1. Any financial compensation relating to the following:
 - Trade union activities, membership, or non-membership, industrial or labour arbitration, collective bargaining agreements, trade union recognition or matters concerning European Works Councils;
 - Health & Safety related dismissals brought under section 27 of the Safety Health & Welfare at Work Act 2005 or any amending legislation;
 - Civil claims against or statutory rights in relation to trustees of occupational pension schemes;
 - Statutory rights in relation to Sunday work;
2. Non-payment of money due under the relevant contract of employment or statutory provision relating to it.
3. Any award ordered because the **Policy** holder has failed to provide relevant records to **Employees** under the National Minimum Wage Act 2000 or any amending legislation.
4. Any compensation award, or increase in compensation award ordered by the court or tribunal for failing to comply with a recommendation or order it has made, including non-compliance with reinstatement or re-engagement order.

2. LEGAL DEFENCE

At the **Policy** holder's request **We** will defend the **Insured Person's** legal rights:

1. (a) prior to the issue of proceedings when dealing with the
 - Gardaí
 - Health and Safety Authority and/or regional health boards where it is alleged that the **Insured Person** has or may have committed a criminal offence or;(b) Following an event which leads to the **Insured Person** being prosecuted in a court of criminal jurisdiction.
2. **We** will represent the **Policy** holder in appealing against the refusal of the Data Protection Commissioner to register the **Policy** holder's application for registration.
3. At the **Policy** holder's request **We** will represent the **Insured Person**:
 - (a) Throughout a formal investigation or disciplinary hearing by any other relevant authority noted by endorsement to this Section; or
 - (b) In appealing against imposition or terms of any Statutory Notice issued under legislation affecting the **Policy** holder's **Business**.
4. **We** will defend the **Policy** holder's legal rights following civil action taken against the **Policy** holder for wrongful arrest arising from an accusation of theft alleged to have been carried out during the **Period of Insurance**.
5. The **Insurer** will pay the attendance expenses of the **Insured Person** for jury service. Provided that;
 1. In so far as proceedings under the Safety Health & Welfare Act 2005 are concerned, the **Territorial Limit** shall be any place where the act applies.

What is not covered;

1. Any claim relating to a statutory licence.
2. Any claim arising from a parking offence.
3. Any motor related prosecution where the **Policy** holder owns or has use of more than six motor vehicles used for **Business** purposes.

Subject otherwise to the terms of the **Policy**.



At Specialist Underwriting Services Ltd we are committed to providing you with a first class service at all times and will make every effort to meet the right standards we have set. If you feel we have not attained the standard of service you would expect or you are dissatisfied in any other way, then this is the procedure that you should follow.

STAGE ONE – INITIATING YOUR COMPLAINT

You should first contact us by writing to us at Melrose House, Dundrum Road, Dublin 14, D14 C1H5 or by emailing us at info@sus.ie or by calling on 01 2988899. Where we cannot resolve your complaint within 5 **Business** days, we will confirm receipt of your complaint in writing. **We** will provide progress updates every twenty **Business** days from receipt of your complaint during the investigation of your complaint. If we are unable to deal with your complaint within forty **Business** days we will inform you of the anticipated timeframe within which we hope to resolve your complaint and of your right to refer the matter to the Financial Services and Pensions Ombudsman.

We expect that the majority of complaints will be quickly and satisfactorily resolved at this stage. However, if you are not satisfied with our response to your complaint you may request a Final Response letter to progress your complaint in accordance with the process set out below.

STAGE TWO – FINANCIAL SERVICES AND PENSIONS OMBUDSMAN

If you are dissatisfied with our Final Response you may refer the matter to the Financial Services and Pensions Ombudsman for review. The Financial Services and Pensions Ombudsman arbitrates on complaints involving general insurance products.

The contact details for the Ombudsman are as follows:

Financial Services and Pensions Ombudsman Lincoln House
Lincoln Place Dublin 2
D02 VH29
Tel: +353 1 6 567 7000
E-mail: info@fspo.ie Website: www.fspo.ie

Please quote your **Policy** number in any communications with the Ombudsman

DATA PROTECTION

Specialist Underwriting Services Ltd recognises that protecting personal information including sensitive personal information is very important and we recognise that you have an interest in how we collect, use and share such information.

Please read the following carefully as it contains important information relating to the information that you give us or has been provided to us on your behalf. If you provide the information relating to anyone other than yourself, you are responsible for obtaining their consent to the use of their data in the manner outlined below.

WHAT DOES SPECIALIST UNDERWRITING SERVICES LTD DO WITH YOUR PERSONAL DATA?

Information you provide will be used by Specialist Underwriting Services Ltd for the purpose of processing your application and administering your insurance **Policy**, Specialist Underwriting Services Ltd may need to collect sensitive data relating to you (such as medical or health records or convictions) in order to process your application and/or any claim made.

All information supplied by you will be treated in confidence by Specialist Underwriting Services Ltd and will not be disclosed to any third parties except (a) to our agents, sub-contractors and reinsurers (b) to third parties involved in the assessment, administration or investigation of a claim (c) where your consent has been received or (d) where permitted by law. In order to provide you with products and services this information will be held in the data systems of Specialist Underwriting Services Ltd or our agents or subcontractors.

Specialist Underwriting Services Ltd may pass your information to other companies for processing on its behalf. Specialist Underwriting Services Ltd will ensure that its transfer of data is lawful and that your information is kept securely and only used for the purpose for which it was provided.

Calls to Specialist Underwriting Services Ltd may be recorded for quality assurance or verification purposes.

FRAUD PREVENTION, DETECTION AND CLAIMS HISTORY

In order to prevent and detect fraud and the non-disclosure of relevant information Specialist Underwriting Services Ltd may at any time:

- Share information about you with companies or organisations outside Specialist Underwriting Services Ltd including where applicable private investigators and public bodies including An Garda Síochána;
- Check and/or file your details with fraud prevention agencies and databases, and if you give us false or inaccurate information and we suspect fraud, we will record this.

Specialist Underwriting Services Ltd may also search these agencies and databases to:

- Help make decisions about the provision and administration of insurance, credit and related services for you and members of your household;
- Trace debtors or beneficiaries, recover debt, prevent fraud and to manage your account or insurance policies;
- Check your identity to prevent money laundering, unless you furnish us with other satisfactory proof of identity;

INSURANCE LINK DATABASE

Information about claims (whether by our customers or third parties) made under policies that we provided is collected by us when a claim is made and is placed on an insurance industry database of claims known as Insurance Link. This information may be shared with other insurance companies, self-**Insurers** or statutory authorities.

Insurance companies share claims data;

- (a) to ensure that more than one claim cannot be made for the same personal injury or property **Damage**
- (b) to check that claims information matches what was provided when insurance cover was taken out
- (c) and, when required, to act as a basis for investigating claims when our recorded information is incorrect or when we suspect that insurance fraud is being attempted.

The purpose of Insurance Link is to help us identify incorrect information and fraudulent claims and, therefore, to protect customers.

Guidelines for sharing your information with other insurance companies, self-insuring organisations or statutory authorities are contained in the Data Protection Commission's Code of Practice on Data Protection for the Insurance Sector which is available at www.dataprotection.ie

Under Data Protection Acts 1988 and 2018 (as amended) you have a right to know what information about you and your previous claims is held on Insurance Link. If you wish to exercise the right, then please contact us at the address below.

HOW TO CONTACT US

You are entitled to receive a copy of the personal information we hold about you and to seek rectification of any inaccurate data. If you have any questions, or you would like to find out more about this notice you can write to The Managing Director, Specialist Underwriting Services Ltd, Melrose House, Dundrum Road, Dundrum, Dublin 14.

CONSENT

By providing us with your information you consent to all of your information being used, processed, disclosed and retained as set out in this document.

GDPR

Specialist Underwriting Services Ltd takes your privacy and confidentiality seriously. You provide us with personal and financial information and we want you to understand why we collect your data, what we do with it, who we share it with, why we share data, and understand your legal obligations.

This document is being provided to you in line with our obligations under the General Data Protection Regulation and the Data Protection Act 2018 (collectively the 'GDPR'), effective from 25 May 2018. From that date, the GDPR, together with applicable Irish requirements, amended existing data protection law and place enhanced accountability and transparency obligations on organisations when using your information. The GDPR introduced changes which give you greater control over your personal information, including a right to object to processing of your personal information where that processing is carried out for our **Business** purposes.

Please take time to read this notice carefully. If you are under 16 years of age, please read this summary with a parent or guardian and ensure you understand it. If you have any questions about how we use your information, please contact us as shown below.

This summary explains the most important aspects of how we use your information and what rights you have in relation to your personal information.

If you would like clarification on any points in this summary document please contact us.

1. WHO WE ARE

Specialist Underwriting Services Ltd is an insurance intermediary/managing general agent of general insurers.

2. THE INFORMATION WE COLLECT ABOUT YOU

We will hold:

- data to identify you, including your contact information i.e. name, address, telephone number(s), email address, gender, date of birth, occupation, PPS number, photographic identification, nationality;
- your financial details/financial circumstances as necessary i.e., employment, income, assets, liabilities, bank account details (where applicable);
- your marital or civil status;
- other sensitive information e.g. medical information which you provide to us, where necessary for the service to be provided;
- information about you provided by others e.g. your spouse/partner, professional advisors, etc.;
- information which you have consented to us using;
- other personal information, if applicable e.g. criminal conviction data, driving penalty points;
- telephone recordings of conversations; and
- information provided when exercising your rights.

Sometimes we may use your information even though you are not our customer. For example, you may be a director/partner of a client **Company**, an **Employee** of a client **Company**, a claimant under a policy of insurance, or be a potential customer applying for one of our products or services.

3. WHEN WE COLLECT YOUR INFORMATION

We collate information at the initial point of contact with you and aim to update this whenever you require a further service or product.

4. HOW AND WHY WE USE YOUR INFORMATION

We collate, use and share information only where there is a legal basis for doing so. This includes where you have given us information in order to provide you with a service, product, or arrange a transaction for you or to deal with a claim you make under an insurance policy.

Typically, the legal basis for using your data is to provide a service or arrange a transaction which you have requested. The legal basis will also include complying with our legal and regulatory obligations, e.g. under our Central Bank authorisations, interaction with the Data Protection Commission, Financial Services and Pensions Ombudsman, Revenue, when conducting Anti-Money Laundering checks, enforcement dealing with law enforcement agencies, etc.

Where you have agreed or explicitly consented to the using of your data in a specific way, you may withdraw your consent at any time.

We may use your data if necessary to protect your "vital interests" in exceptional circumstances e.g. where we suspect a fraud may be in the course of perpetration.

Data may also be used for our legitimate interests (which you may object to) such as managing our **Business**, providing service information, conducting marketing activities, training and quality assurance, and strategic planning.

5. HOW WE USE AUTOMATED PROCESSING OR “ANALYTICS”

We may analyse your information using automated means:

- to help us understand your needs and develop our relationship with you;
- to help us to offer you products and service information we believe will be of interest to you, providing that you have given us consent to use your data for this purpose;
- by using product providers IT systems and similar systems where you apply for an insurance policy e.g. to obtain underwriting terms from an **Insurer**.

The types and sources of the information we process by automated means about you are listed in Section 2 above.

We also use automated processing to assist in compliance with our legal obligations in connection with prevention of money laundering, fraud and terrorist financing.

6. WHO WE SHARE YOUR INFORMATION WITH

When providing our services to you, we may share your information with:

- your authorised representatives;
- third parties with whom (i) we need to share your information to facilitate transactions or services you have requested, and (ii) you have agreed that we may share your information;
- insurers, intermediaries and/or premium finance firms with which we propose to arrange **Business** on your behalf;
- service providers who provide us with support services;
- statutory and regulatory bodies where we are legally obliged to do so;
- credit reference/rating agencies;
- Insurance Link as referenced above.

7. HOW LONG WE HOLD YOUR DATA

How long we hold your data is subject to legislation and regulatory rules we must follow, set by authorities such as the Central Bank of Ireland, Data Protection Commission, Financial Services and Pensions Ombudsman. The timescales may also depend on the type of insurance policy or credit facilities arranged for you. Our aim is to hold your data for no longer than is necessary and subject then to the timescales imposed by our legal obligations.

8. IMPLICATIONS OF NOT PROVIDING YOUR DATA

If you do not provide information we may not be able to:

- provide requested products or services to you;
- continue to provide and/or renew existing products or services;
- assess suitability of product or service which you require.

9. TRANSFER OF INFORMATION OUTSIDE THE EUROPEAN ECONOMIC AREA (EEA)

It is our aim to retain any information which we hold within the EEA. However, given the nature of our **Business** relationships with certain product providers, such providers may have legitimate **Business** reasons to transfer information outside the EEA. The product providers with which we arrange **Business** on your behalf are obliged to comply with the provisions of the GDPR in relation to the transfer of data within the EEA or equivalent legislation outside the EEA.

10. DATA SUBJECT RIGHTS - HOW TO EXERCISE YOUR RIGHTS

Under the GDPR you will have additional rights in relation to how your data is used, including the rights to:

- find out if we use your information, access your information and receive copies of your information;
- have inaccurate or incomplete information corrected and updated;
- object to particular use of your personal data for our legitimate **Business** interests or direct marketing purposes;
- to have your information deleted or our use of your data restricted, in certain circumstances;
- not be subject to solely automated decisions in certain circumstances, and where we make such automated decisions, a right to have a person review the decision;

- exercise the right to data portability i.e. obtain a transferable copy of certain information we hold or to transfer the data to another provider; and
- withdraw consent at any time for processing of your data, based on content of data. If you wish to exercise any of your rights you can contact us at the address shown.

If we are unable to deal with your requests for data access fully within a calendar month we may extend this period by a further two calendar months and explain the reason why. If you make your request electronically, we will try to provide you with the relevant information electronically.

11. COMPLAINTS

If you are dissatisfied with our services or how we use your data, you have the right to complain to the Data Protection Commission, contact details as follows:

Address: Data Protection Commission, 21 Fitzwilliam Square South, Dublin 2. R02 RD28
Telephone: 076 1104800 or Lo Call Number 1890 252 231 Email: info@dataprotection.ie
Website: www.dataprotection.ie

12. UPDATES

We will update our Data Privacy Notice – Customer Summary and Website Privacy Notice from time to time. You may request copies of our current Notices at any time or refer to our website www.sus.ie for the latest versions of these documents.

13. OUR CONTACT DETAILS

Specialist Underwriting Services Ltd
Melrose House
Dundrum Road
Dundrum
Dublin 14
D14C1H5
Telephone no: 00353 1 2988899
Email address: info@sus.ie

Effective date: March 2021



ARSON PREVENTION

- Gas cylinders should be locked away in a secure and well ventilated compound. Petrol or diesel pumps should be immobilised.
- Draw up a plan to deal with the threat of bombs/incendiary attacks.
- Be vigilant for suspicious objects and notify Gardaí if anything is found.
- The above measures if implemented where appropriate, should help protect your buildings from deliberate fire.

STORM PREVENTION

To minimise **Damage** from storms, we suggest the following:

- Roofs have a limited life span and are subject to wear and tear and deterioration over time. Check the roof covering at regular intervals and replace where there are signs of deterioration, Remember, your Office **Policy** does not cover the maintenance costs involved in repairing or replacing the roof. The **Policy** specifically excludes **Damage** caused by wear and tear and gradual deterioration.
- Ensure your tiles and guttering are secure.
- Check that the gutters and drains are not blocked.
- If a storm is forecast, make sure all gates are bolted. Put any garden furniture, lawnmowers or plant pots in a garden shed and lock it.

WATER DAMAGE

- There are various weather hazards which you cannot avoid, but against which you can protect your **Premises**.
- Lag pipes and water tanks wherever possible,
- Leave the underside of tanks free to ensure rising warmth can reach them.
- Replace washers on dripping taps.

BURGLARY PREVENTION

- Unfortunately, theft has become part of everyday life in many areas. Most thieves are opportunists who commit crimes when they spot an easily entered building. Such opportunities can be removed by fitting and using good quality locks on doors and windows and by installing an approved alarm system,
- All external doors should be fitted with five-lever mortise deadlocks and the keys should be removed from the lock.
- All patio doors should be fitted with key-operated patio door locks. The keys should be removable. A stop should be fitted in the top of the door frame to prevent the doors from being lifted out of their frame.
- All ground floor windows and other accessible windows, fanlights and roof lights should be fitted with key-operated security locks or stops with removable keys or key-operated security bolts with removable keys.

LIABILITY CLAIMS

TRAINING RECORD

A training record signed by **Employees**, should be documented and kept on file for each and every **Employee**.

HEALTH & SAFETY STATEMENT

This should be read by all **Employees** and a signed note (by each **Employee**) should be kept on the personnel file to confirm that the statement has been read.

ACCIDENT REGISTER

Maintain an accident register to record details of all incidents/claims



**SPECIALIST
UNDERWRITING
SERVICES**

The SafeScheme™ products are exclusively arranged and owned by:

Specialist Underwriting Services Ltd
Melrose House
Dundrum Road
Dublin 14
D14 C1H5

Tel: 01 298 8899

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Specialist Underwriting Services Ltd.
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