



LLOYD'S

Securus Insurance Ltd

**Property Owners
Unoccupied premises
Insurance Policy**

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1 Important Information

This policy wording, **schedule** and any **endorsement** applying to **your** policy forms **your** insurance document. This document sets out the terms and conditions of the contract of insurance between **you** and **us**. **You** should read this document in full and keep it in a safe place.

In return for payment of the premium shown in the **schedule**, **we** agree to insure **you**, subject to the terms and conditions contained in or endorsed on this policy, against loss or damage **you** sustain or legal liability **you** incur for accidents happening at the **premises** during the **period of insurance** shown in the **schedule**.

When drawing up this policy, **we** have relied on the information and statements which **you** have provided in the proposal form or statement of fact.

You are under a duty to answer all questions posed by **Underwriters** honestly and with reasonable care in connection with its application for insurance. Failure by **You** to disclose all information requested by **Underwriters** during the application process could render the Policy void.

Cancellation/Cooling-Off Period

You have a statutory right to cancel this **policy**, by giving notice in writing of cancellation to **us**, within fourteen (14) days from:

the day of purchase or renewal of the contract; or

the day on which **you** receive this **policy** or the renewal documentation, whichever is the later (the "Cooling-Off Period").

If **you** wish to cancel during the Cooling-Off Period, **you** will be entitled to a refund of any premium paid unless **you** have made a claim in which case, **we** may require payment of the premium.

If **you** do not exercise this right to cancel this **policy** during the Cooling-Off Period, it will continue in force and **you** will be required to pay the premium.

The right to cancel a contract of insurance does not apply where the duration of the contract is less than one month.

The insurance relates ONLY to those sections of the policy which are shown in the schedule as being insured.

This Policy is effected on behalf of Lloyd's Insurance Company S.A by the Appointed Coverholder, Securus Insurance Ltd.

All Sections are underwritten by Scor Managing Agency Ltd, company number 08614385, whose registered office is 10 Lime Street, London, EC3M 7AA and which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

The Underwriters in consideration of the payment of the premium shall provide insurance against loss destruction damage or liability occurring at any time during the period of insurance (or any subsequent period for which the Underwriter accepts a renewal premium) in accordance with the Sections of the Policy shown as operative in the Schedule subject to the exclusions provisions and conditions of the Policy.

The written authority (which is shown in the **schedule**) allows Securus Insurance Ltd to sign and issue this policy on **Our** behalf.

This policy wording does have certain general conditions and exclusions, that may not be found in a standard insurance policy wording.

Please read the whole document carefully. It is arranged in different sections. It is important that;

- **you** are clear which sections **you** have requested and want to be included;
- **you** understand what each section covers and does not cover;
- **you** understand **your** own duties under each section and under the insurance as a whole.

You are advised to keep copies of documents sent to or received from **us** for **your** own protection.

Please contact **your broker** immediately if this document is not correct or if **you** would like to ask any questions.

Please keep this policy in a safe place – **you** may need to refer to it if **you** have to make a claim.

1.1 **Policy Format**

Upon request Securus Insurance Ltd can provide Braille, audio or large print versions of the policy and the associated documentation. If **you** require an alternative format **you** should contact Securus Insurance Ltd through whom this policy was arranged.

1.2 **Your privacy Notice**

Who we are

We are Lloyd's Insurance Company S.A. (hereafter referred to as "Lloyd's Brussels") found in the contract of insurance and/or in the certificate of insurance.

The basics

We collect and use relevant information about you to provide you with the insurance cover or the insurance cover that benefits you, and to meet our legal obligations and the obligations of others in the insurance chain.

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

In certain circumstances, we need your consent to process certain categories of information about you (including special categories of personal data details as mentioned above). Where we need your consent, we will ask you for it separately. You do not have to give your consent and you may withdraw your consent at any time by sending an e-mail to data.protection@lloyds.com (without however affecting the lawfulness of processing based on consent prior to its withdrawal). Nevertheless, if you do not give your consent, or you withdraw your consent, this may affect our ability to provide the insurance cover from which you benefit and may prevent us from providing cover for you or handling your claims.

The way insurance works means that your information may be shared and used by a number of third parties in the insurance sector (both inside and outside Belgium, and inside and outside the EU). For example, insurers, insurance agents or insurance brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. We will only disclose your personal information in connection with the insurance cover that is provided, and to the extent that it is needed or allowed by law.

We keep your personal details for no longer than is necessary in offering the insurance arranged or to comply with our legal or regulatory requirements.

Other people's details you provide to us

Where you provide us (or your insurance agent or insurance broker) with details about other people, you must ensure that this short form privacy notice is provided to them.

Want more details?

For more information about how we use your personal information please see our full privacy notice, which is available in the Privacy section of our website <https://www.lloydsbrussels.com> or in other formats on request.

Complaints, contacting us and the regulator, and your rights

You have rights in relation to the information we hold about you, including the right to access your information. If you wish to exercise your rights, discuss how we use your information or see a copy of our full privacy notice, please contact us or go to the Privacy section of our website <https://www.lloydsbrussels.com> where we have full details. Alternatively, you may contact the insurance agent or insurance broker that arranged your insurance at:

Securus Insurance Ltd
Suite 3, Stafford House, Strand Road, Portmarnock,
Co. Dublin. D13 TR59

www.securus.ie

Phone +353 1 8464512

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

LBS0046B

11/06/2019

1.3 Third Party Rights

It is not the intention of this **policy** that any party except **us** and **you** or other parties specifically insured by this **policy** should acquire any rights under or in relation to it not be entitled to the benefit of any of its terms.

1.4 Insurance Act 1936

All monies which become or may become due under this **policy** shall in accordance with Section 93 be payable and paid in the Republic of Ireland.

1.5 Stamp Duties Consolidation Act 1999

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

1.6 Government Charges

The First Premium herein includes any such charges.

1.7 Currency

It is understood and agreed that the currency of all premiums, **sum insured**, **limit of indemnity**, **limit of liability**, and **excesses** shown in the **schedule** of this **policy** or any subsequent renewal notice or endorsement relating thereto shall be the Euro (EUR).

1.8 Law and Jurisdiction

This **Policy** and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter, interpretation or formation shall be governed by and construed in accordance with the law of the Republic of Ireland.

Each party irrevocably agrees that the courts of the Republic of Ireland shall have exclusive jurisdiction to settle any dispute or claim (including contractual or non-contractual disputes or claims) arising out of or in connection with this **Policy** or its subject matter, interpretation or formation

1.9 Cancellation

This **Policy** may be cancelled at any time at **Your** request by writing to Your insurance advisor, and the amount of the annual premium retained by **Underwriters** in respect of Sections 1 and 2 is as follows:

Period of Insurance	% of premium retained
Up to 4 months	50%
Up to 5 months	60%
Up to 6 months	70%
Up to 7 months	80%
Up to 8 months	90%

No return premium is applicable for periods in excess of 8 months.

The premium in respect of Sections 3 and 4 is earned in full and no return premium is available for these sections.

Provided that;

- a) no claims have been made under the **Policy** for which **Underwriters** have made a payment
- b) no claims have been made under the **Policy** which are still under consideration
- c) no incident has occurred which is likely to give rise to a claim but has yet to be reported to **Underwriters**

The cost(s) of any survey fees incurred by **Underwriters** will be deducted from any return premium due.

This **Policy** may also be cancelled by or on behalf of the **Underwriters** by 14 days' notice given in writing to the Insured at his/her last known address, and the premium hereon shall be adjusted on the basis of the **Underwriters** receiving or retaining pro rata premium.

Notice shall be deemed to be duly received in the course of the post if sent by pre-paid letter-post properly addressed.

1.10 **Change in Circumstance**

You are required to notify **us** as soon as is reasonably practicable of all material facts or alterations in the risk which come to **your** knowledge or arise during the **period of Insurance**. **We** reserve the right to amend the **Policy's** terms and conditions. **We** may refuse a claim where there is a change in the subject matter of the contract of insurance.

In the event of a breach of this term, **we** shall have no liability under this **policy** unless **you** show that the non-compliance with this term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred

1.11 **Fraudulent Claims**

- a) If **you** knowingly or recklessly make a claim under this **policy** that is false or misleading in any material respect ("Fraudulent Act"):
 - i. **we** are not liable to pay the claim;
 - ii. **we** may recover from **you** any sums paid by **us** to **you** in respect of the claim; and
 - iii. in addition, **we** may by written notice to **you** (as soon as is practicable after becoming aware that a consumer has made a fraudulent claim), treat the **policy** as having been terminated with effect from the time of the Fraudulent Act.
- b) If **we** do treat the **policy** as having been terminated:
 - i. they may refuse all liability to **you** under this **policy** in respect of a relevant event occurring after the time of the Fraudulent Act; and
 - ii. they need not return any of the premiums paid under the **policy**.

2 Complaints Procedure

What to do if you have a Complaint - Enquiries and Complaints Procedure

ENQUIRIES

POLICY ADMINISTRATION ENQUIRIES

If **you** have any questions or concerns about **your** policy administration and documents, **you** should contact **your broker**.

CLAIMS ADMINISTRATION ENQUIRIES

If **you** have any questions or concerns about a claim or its administration, **you** should contact

Securus Insurance Ltd

Suite 3, Stafford House

Strand Road

Portmarnock

Co Dublin D13 TR59

Tel: +353 1 8464512

Email: info@securus.ie

HOW TO COMPLAIN

Our aim is to provide all **our** customers with a first-class standard of service. However, there may be occasions when **you** feel this objective has not been achieved. If **you** have a complaint about **your** policy or the handling of a claim, the details below set out some of the key steps that **you** can take to address **your** concerns.

Where do I start?

POLICY ADMINISTRATION ISSUES

If **your** complaint is about the way in which the policy was sold to **you** or whether it meets **your** requirements, **you** should contact **your broker**.

Please quote **your** policy number in all correspondence so that **your** concerns may be dealt with speedily.

CLAIMS ADMINISTRATION ISSUES

If **your** complaint is about a claim, **you** should refer the matter to the Complaints Manager Their contact details are provided below:

Securus Insurance Ltd

Suite 3, Stafford House

Strand Road

Portmarnock

Co Dublin D13 TR59

Tel: +353 1 8464512

Email: info@securus.ie

Alternatively you can ask **your broker** to refer the matter on for **you**.

Please quote **your** claim reference and policy number in all correspondence so that **your** concerns may be dealt with speedily.

ANY COMPLAINT SHOULD BE ADDRESSED TO

The Complaints Manager
Securus Insurance Ltd
Suite 3, Stafford House
Strand Road
Portmarnock
Co Dublin D13 TR59
Tel: +353 1 8464512
Email: info@securus.ie

Your complaint will be acknowledged, in writing, within 5 (five) business days of the complaint being made. You will also be informed of the name of one or more individuals that will be your point of contact regarding your complaint until the complaint is resolved or cannot be progressed any further. You will be provided with an update on the progress of the investigation of your complaint, in writing, within twenty business days of the complaint being made.

A decision on your complaint will be provided to you, in writing, within 40 (forty) business days of the complaint being made.

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

Financial Services and Pensions Ombudsman
Lincoln House
Lincoln Place
Dublin 2
D02 VH29
Republic of Ireland

Tel: +353 1 6 567 7000

E-mail: info@fspoi.ie

Website: www.fspoi.ie

If you have purchased your contract online you may also make a complaint via the EU's online dispute resolution (ODR) platform. The website for the ODR platform is www.ec.europa.eu/odr. The complaints handling arrangements above are without prejudice to your right to commence a legal action or an alternative dispute resolution proceeding in accordance with your contractual rights.
LBS0027 01/01/2019

3 General Definitions

The following words will have the same meaning attached each time they appear in this **policy** in **bold** type face, whether with a capital first letter or not.

Where the context so admits or requires, words importing the singular will include the plural and vice versa and words importing the masculine will import the feminine and the neuter. References to 'a person' will be construed so as to include any individual, company, partnership, or any other legal entity. References to a statute will be construed to include all its amendments or replacements. All headings within the **policy** are included for convenience only and will not form part of this **policy**.

1. **Accident**

Accident will mean a single and unexpected event, which occurs at an identifiable time and place.

2. **Advertising injury**

Advertising injury means:

- 3.2.1 oral, broadcast, telecast or written publication of material that slanders or libels a person or disparages a person's goods or services;
- 3.2.2 oral, broadcast, telecast or written publication of material that violates an individual's right of privacy;
- 3.2.3 misappropriation of advertising ideas or style of doing business;
- 3.2.4 infringement of copyrighted advertising materials, titles or slogans; in the course of advertising **your** goods or services.

3. **Bodily injury**

Bodily injury means death, disease, illness, physical and mental injury of or to an individual.

4. **Buildings**

Buildings means the fixed permanent structures at the **premises** including

- a) landlord's fixtures and fittings therein and thereon;
- b) outbuildings, annexes, extensions, canopies, conveniences;
- c) foundations;
- d) walls, gates and fences and the adjoining gangways, yards, roadways or pavements constructed of concrete or asphalt around and pertaining thereto drains, sewers and gutters;
- e) security lighting, security cameras and other security or fire protection devices, affixed signs, television, radio, satellite receiving aerials, communication aerials, their fittings and masts affixed to the buildings walls gates fences fixed poles or fixed pylons at the **premises**;
- f) pedestrian malls, associated lampposts and street furniture where **your** responsibility;
- g) telephone, gas, water and electricity meters, piping, ducting, trunking, cables, wires and associated control gear, instruments and accessories and the like, including such property for which **you** are responsible but which is in or under adjoining yards or roadways extending to the public mains and which partly or wholly serves to supply the **premises**;
- h) underground storage tanks;
- i) tenants' improvements where **your** responsibility and property comprising fixtures and fittings (but excluding moveable contents) formerly the property of tenants but relinquished to **you** at the time of the surrender of the lease;

j) machinery and plant;
but excluding property more specifically insured.

5. **Business**

Your ownership of land and **buildings** at the **premises**.

6. **Costs and expenses**

Costs and expenses means

3.6.1 costs and expenses (other than claimant costs recoverable from **you** or any **other insured party**) incurred in the investigation, adjustment, appraisal, defence or settlement of an insured event, including expert, legal, appeal and defence costs;

3.6.2 pre-judgment interest awarded against **you** on that part of any judgment covered under this **policy** but where **we** offer to pay the **limit of indemnity** in settlement of a claim or suit, **we** will not pay any pre-judgment interest imposed or earned after the date of such offer;

3.6.3 all interest earned on that part of any judgment within the **limit of indemnity** after entry of the judgment and before **we** have paid, offered to pay, or deposited in court that part of any judgment that is within the applicable **limit of indemnity**;

3.6.4 costs and expenses of legal representation at any coroner's inquest or inquiry in respect of any death which may be the subject of indemnity under this **policy**.

7. **Damage**

Damage means:

a) for **insured section** – Property owners liability loss of use of tangible property that has been lost, destroyed or damaged;

b) for all other **insured sections** - loss of, destruction of or damage to tangible property.

8. **Denial of access**

Denial of access means nuisance, trespass, or interference with any easement, right of air, light, water or way.

9. **Documents**

Documents shall mean business books and records, deeds, documents (including stamps thereon), manuscripts, plans and writings of every description, books (written or printed) including computer systems, computer tapes and records.

10. **Electronic data**

Electronic data means facts, concepts and information converted to a form useable for communication, display, distribution, interpretation or processing by electronic and electromechanical processing or electronically controlled equipment, including programmes, software and other coded instructions for such equipment.

11. **Employee**

Employee means any person whilst:

3.11.1 engaged under a contract of service or apprenticeship with **you**;

3.11.2 acting in the capacity of **your** non-executive director;

3.11.3 not under a contract of service or apprenticeship who is, at **your** requirement, supplied to, hired or borrowed by **you** in the course of **business** and under **your** control, including but not limited to:

a) persons on secondment from another company that is not an insured under this **policy**;

b) labour masters or persons supplied by them;

c) labour only subcontractors or persons supplied by them;

d) self-employed persons;

- e) drivers or operators of hired-in plant;
- f) persons engaged under work experience, training, study, exchange or similar schemes;
- g) any officer, member or voluntary helper of the organisations or services stated in the business;
- h) voluntary workers, helpers and instructors;
- i) employee(s) elected on any industry users committee;
- j) outworkers or homeworkers employed under contracts to personally execute any work in connection with business while they are engaged in that work;
- k) prospective employees who are being assessed by **you** as to their suitability for employment;
- l) any person a Court of Law in the Republic of Ireland judges to be an employee; provided that **you** can always request that any such person is not treated as an employee.

12. **Excess**

- 3.12.1 For **Insured section** - Property damage: excess means the first amount payable by **you** in respect of each and every claim or potential claim to be applied to each and every **premises** as ascertained after the application of all other terms and conditions of this insurance.
- 3.12.2 For all other **Insured sections**: - excess means the first amount payable by **you** in respect of each and every claim or potential claim as ascertained after the application of all other terms and conditions of this insurance.
- 3.12.3 The **limit of indemnity**, **limit of liability** or the **sum insured**, as applicable, are in excess of and shall not be reduced by the amount of any **excess**.

13. **Insured section**

Insured section means all sections of this **policy** that form part of the insurance contact but only if stated as 'insured' in the **schedule**.

14. **Legionella**

Legionella means any discharge release or escape of legionella or other airborne pathogens from water tanks, water systems, air-conditioning plants, cooling towers and the like.

15. **Limit of indemnity**

Limit of indemnity means:

- 3.15.1 for **insured section** – Employers liability the amount stated in the **schedule** which is the maximum amount of **our** liability arising out of one (1) occurrence regardless of the number of:
 - a) **other insured parties**; or
 - b) persons or organisations bringing claims or **suits**; or
 - c) claims against **you** or series of claims against **you**, or claims or series of claims made by **you**;
- 3.15.2 for **insured section** – Property owners liability the amount stated in the **schedule** which is the maximum amount of **our** liability arising out of one (1) occurrence or series of occurrences arising out of one (1) originating cause regardless of the number of:
 - a) **other insured parties**; or
 - b) persons or organisations bringing claims or **suits**; or
 - c) claims against **you** or series of claims against **you**, or claims or series of claims made by **you**;
- 3.15.3 where two (2) or more insuring clauses are subject to a combined single limit, then the combined single limit is the maximum **we** will pay for any insured event to which such

insuring clauses apply in combination, and;

- 3.15.4 where a limit of indemnity is stated in the **schedule** as in the aggregate, that aggregate is the maximum **we** will pay for all insured events during the **period of insurance**.

16. **Limit of liability**

Limit of liability means the amount stated in the **schedule** which is the maximum amount of **our** liability for any one event regardless of the number of persons claiming an indemnity.

17. **North America**

North America means the United States of America or its territories or possessions or Canada.

18. **Nuclear hazards**

Nuclear hazards means:

- 3.18.1 ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;

- 3.18.2 the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;

19. **Other insured party**

Other insured party means any of the following parties:

- 3.19.1 any of **your** directors, partners, **employees** or a former **employee**;

- 3.19.2 any officers or trustees of **your** pension scheme(s).

20. **Period of insurance**

Period of insurance means the period shown as such on the **schedule** which time is taken as Greenwich Mean Time unless otherwise stated.

21. **Personal injury**

Personal injury means harm other than **advertising injury** or **bodily injury** arising out of one or more of the following offences committed in the course of the **business**:

- 3.21.1 false arrest;

- 3.21.2 detention or imprisonment;

- 3.21.3 malicious prosecution;

- 3.21.4 wrongful entry into, or eviction of a person from a room, dwelling or premises that the person occupies;

- 3.21.5 invasion of the right of privacy;

- 3.21.6 libel, slander or defamation.

22. **Policy**

Policy means this document, the **schedule** (including any **schedules** issued in substitution) and any endorsements attaching to this document or the **schedule** that will be considered part of the legal contract and any word or expression in bold type face on any of these documents will bear the specific meaning stated in these definitions.

23. **Pollutant**

Pollutant means any solid, liquid, gaseous or thermal irritant or contaminant including smoke, vapour, soot, fumes, acids, alkalis, chemicals or waste. Waste is deemed to include materials to be recycled, reconditioned or reclaimed. Legionella bacteria are deemed not to be pollutants for the purpose of this insurance.

24. **Pollution**

Pollution means:

- ii. the actual, alleged or threatened discharge, seepage, migration, dispersal, release

or escape of **pollutants** at any time;

- iii. any cost, expense, claim or **suit** arising out of any request, demand or order as a result of actual, alleged or threatened discharge, seepage, migration, dispersal, release or escape of **pollutants** at any time that the **insured** or any **other insured party** test for, monitor, clean up, remove, contain, treat, detoxify, or neutralise or in any way respond to, or assess the effects of **pollutants**.

25. **Premises**

For **insured section** - Property damage; premises means **your** premises at the address(es) specified in the schedule.

For **insured sections** - Employers' liability and Property owners liability; premises means the buildings or land that are owned, leased, hired or tenanted by or on loan to **you** for the purpose of the **business**.

26. **Schedule**

Schedule means the document titled schedule that includes **your** name and address, the premium and other variables to this standard **policy** (including endorsement clauses) and is incorporated in this **policy** and accepted by **you**. Schedules may be re-issued from time to time where each successor overrides the earlier document.

27. **Suit**

Suit means a civil proceeding in which damages to which this insurance applies are alleged, including

- 3.27.1 an arbitration proceeding in which such damages are claimed and to which any **other insured party** must submit or does submit with **our** consent; or
- 3.27.2 any other alternative dispute resolution proceeding in which such damages are claimed and to which any **other insured party** submits with **our** consent.

28. **Sum insured**

Sum insured means the sum specified as the sum insured in the **schedule**.

29. **Terrorism**

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

30. **Unoccupied / Unoccupancy**

Unoccupied / Unoccupancy means any **premises** stated in the **schedule** that is not occupied by **you** or a person or tenant authorised by **you**.

31. **War**

War means war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or **damage** to property by or under the order of any government or public or local.

32. **We / Us / Our**

Lloyd's Insurance Company S.A

33. **Work away**

Work away means work, operations, installation or services performed by **you** or on **your** behalf but not on the **premises**.

34. **You / Your**

You / You means:

- 3.34.1 the company or other organisation including any or your subsidiary companies that

are in existence at the inception date of the insurance and have been declared to **us** until such time as they may be sold or otherwise disposed (but not excluding any liabilities incurred prior to disposal), and;

- 3.34.2 the person or people shown as insured in the **schedule**;
- 3.34.3 including in either case your legal or personal representatives in respect of any claim under this **policy** incurred on your behalf.

4 Insured section - Property damage

1. Property damage insurance

4.1.1 Insured perils

Damage to the **buildings** occurring during the **period of insurance** caused by any of the insured perils of:

- a) Fire but excluding damage caused by:
 - i) explosion resulting from fire;
 - ii) earthquake or subterranean fire;
 - iii) its own spontaneous fermentation or heating or its undergoing any heating process involving the application of heat.
- b) Lightning;
- c) Explosion
 - i) of boilers;
 - ii) of gas;

used for domestic purposes only but excluding **damage** caused by earthquake or subterranean fire;
- d) Aircraft or other aerial devices or articles dropped there from;

Provided that:

- (i) the **damage** arises solely out of the **unoccupancy** of the **buildings** within the Republic of Ireland;
- (ii) **we** shall not be liable for **damage** or liability arising out of, or in connection with, building operations, redecoration, renovation, or refurbishment whether the premises is deemed occupied or not;
- (iii) **our** liability under this **insured section** will not exceed the **sum insured** or the **limit of liability** as applicable and stated in the **schedule**.

2. Property damage Additional Costs and Expenses

In respect of any **damage** which is covered by the 'insured perils' clause, **we** will also pay your additional **costs and expenses** as follows:

4.2.1 Debris removal

The costs and expenses necessarily incurred by **you** with **our** consent in removing debris from the site of the **damage** and in areas immediately adjacent, or cleaning or clearing drains, sewers and/or gutter of, or dismantling and/or demolishing of, or shoring up, propping and/or fencing the portion or portions of the **building** that has been **damaged** by an insured peril of fire, lightning, aircraft or explosion;

except that:

- a) **our** liability for such costs and expenses will not exceed the amount for
 - i) **buildings**; or
 - ii) if the **buildings** are not covered under this **insured section**, debris removal stated in the **schedule** in the aggregate during the **period of insurance**; and
- b) **we** will not be liable for any costs and expenses;
 - i) incurred in removing debris of property not insured by this **policy**;
 - ii) arising from **pollution** of property not insured by this **policy**;
 - iii) of temporary boarding up of windows as part of a claim for breakage of glass if this **policy** includes glass damage.

4.2.2 **European Union and public authorities**

The additional cost of reinstatement of the damaged **buildings** as may be incurred solely by reason of the necessity to comply with building or other regulations under or framed in pursuance of any Act of Parliament or with byelaws of any municipal or local authority or European Union directive except that the amount recoverable under this clause will not include:

- a) the cost incurred in complying with any such regulations, byelaws or directive:
 - i) in respect of **damage** occurring prior to inception;
 - ii) in respect of **damage** not insured by this **insured section**;
 - iii) under which notice has been served upon **you** prior to the happening of the **damage**;
 - iv) in respect of undamaged **buildings** or undamaged portions of the **building** other than foundations (unless foundations are specifically excluded from the insurance by this **insured section**) of that portion of the **building damaged**;
- b) the additional cost that would have been required to make good the building **damaged** to a condition equal to its condition when new had the necessity to comply with any of the aforesaid regulations, byelaws or directives not arisen,
- c) the amount of any rate, tax, duty, development or other charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner thereof by reason of compliance with any of the aforesaid regulations, byelaws or directives
- d) if **our** liability in respect of any **building** apart from this clause is reduced by the application of any of the terms and conditions of this insurance or this clause then **our** liability under this clause in respect of any such **building** will be reduced in like proportion;
- e) **we** will have no liability under this clause unless the work of reinstatement is commenced and carried out with reasonable despatch (which may be carried out upon another site and in any manner suitable to **your** requirements subject to **our** liability **not** being thereby increased).

Our liability for any and all costs and expenses under this clause will not exceed the amount stated in the **schedule**

4.2.3 **Fire extinguishment expenses and emergency services damage**

Costs and expenses incurred by **you** for:

- a) extinguishment expenses in order to minimise **damage**;
- b) recharging or repairing **damage** to any gas or sprinkler fire extinguishment system;
- c) damage to lawns gardens playing surfaces and landscaped areas car parks private roads and pathways at the **premises** caused by emergency service vehicles while attending an incident involving **damage** for which **we have** accepted a claim under this **insured section**;

Our liability for any and all costs and expenses under this clause will not exceed the amount stated in the **schedule**

4.2.4 **Temporary repairs following damage**

Following **damage** at the **buildings**, the reasonable cost of boarding-up of fixed glass in windows, doors, fan lights and skylights that is necessary to make the building secure; the installation of temporary doors made necessary for weatherproofing or securing the building; weather-proofing buildings and securing the site.

4.2.5 **Professional Fees**

The costs and expenses incurred in employing architects, surveyors, lawyers and consulting engineers in the reinstatement or repair of the **buildings** following **damage** except that

- a) such costs and expenses shall not include those incurred in preparing any claim under this **policy**
- b) **our** liability for such costs and expenses will not exceed the amount stated for **buildings** in the **schedule** in the aggregate during the **period of insurance**.

3. **Property damage Limitations and Exclusions**

The following are excluded from and not covered by the **policy** under this **insured section**:

4.3.1 **Aircraft travelling at supersonic speeds**

Aircraft travelling at supersonic speed or consisting of pressure waves caused by aircraft, other aerial device or satellite travelling at sonic or supersonic speeds;

4.3.2 **Biological or Chemical Materials Exclusion**

It is agreed that this Insurance excludes loss, damage, cost or expense of 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 other cause or event contributing concurrently or in any other sequence thereto.

4.3.3 **Contractors/Sub Contractors exclusion**

This policy does not cover liability in respect of personal injury or property damage arising directly or indirectly from or caused by, contributed to by or arising from any action, omission or otherwise of:

1. Any contractor or subcontractor of yours;
2. Any contractor or subcontractor of any contractor or subcontractor of yours or any tier thereof;
3. Any director, executive officer, employee or partner of any contractor or subcontractor (or any of their contractors or subcontractors) of yours or any tier thereof.

It is noted that this exclusion shall not apply to you for your own liabilities arising out of any action, omission or otherwise of any contractor, subcontractor or other entity named in 1, 2 or 3 above.

4.3.4 **Cyber and Data Exclusion**

The following exclusions apply to the whole of the contract.

We will not pay for any:

(a) Cyber

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

- i. the use of or inability to use any application, software, or program.
- ii. any computer virus.
- iii. any computer related hoax relating to i and/or ii above.

(b) Electronic Data

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

4.3.5 **Disease Exclusion**

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

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

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

4.3.6 **Indirect loss**

Any **damage** that is not directly associated with the incident that caused **you** to claim, unless expressly stated in this **schedule**.

4.3.7 **Excluded property**

the following property unless specified to the contrary in the **schedule**:

- i) livestock, bloodstock, fishstock growing crops or trees;
- ii) watercraft or aircraft or other aerial devices or satellites;
- iii) motor vehicles or their contents, accessories, caravans or trailers;
- iv) **money**, bullion, foreign coins counterfeit or substitute **money**;
- v) land, piers, jetties, bridges, culverts or excavations;
- vi) moveable property in the open, gates or fences;
- vii) any motor vehicle the use of which is not permanently confined to the **premises**;
- viii) property in the course of erection or installation.

4.3.8 **Glass, glass surrounds and washroom facilities**

breakage of or **damage** to glass, glass surrounds, sanitary ware and washroom facilities.

4.3.9 **Nuclear Hazards**

in whatever form, directly or indirectly, or contributed to, by or in connection with, **nuclear hazards**;

4.3.10 **Property away from your premises**

damage arising to property away from **your premises**.

4.3.11 **Property insured elsewhere**

damage to, or **costs and expenses** in respect of any **building** which is otherwise more specifically insured by **you** or on **your** behalf.

4.3.12 **Terrorism**

any act of **terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

This exclusion also applies to any action taken in controlling, preventing, suppressing or in any way relating to any act of **Terrorism**.

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

4.3.13 **War and terrorism**

any act of **war** regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

This exclusion also applies to any action taken in controlling, preventing, suppressing or in any way relating to any act of **war**.

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

4. **Property damage Conditions**

4.4.1 **Unoccupied premises**

We shall be entitled to refuse to pay any claim under this **policy** in its entirety if throughout the **period of insurance you** do not ensure that in respect of any **Building**:

- a) the mains supply services are switched off at the point of supply to the **building** other than in respect of the following circumstances:
 - i) the circuit(s) of the electricity supply which is/are needed to maintain any protection or security system in operation;
 - ii) mains services which are needed to maintain any sprinkler systems in full working order and in these circumstances, heating must be maintained in the **building** at a minimum temperature of 15 degrees Centigrade;
 - iii) water, gas and electricity left on to avoid risk of damp;
 - iv) water, gas and electricity left on to power lighting for prospective buyers and/or operation of lights on timers to give the impression that the **building** is occupied.
 - v) water, gas and electricity left on if **you** are staying in the **building** overnight.
- b) the **building** is inspected thoroughly both internally and externally at least once each week by the Insured or employees of the Insured and:
 - i) all defects in maintenance and security are rectified as soon as practicably possible;
 - ii) accumulations of combustible materials such as junk mail, in and around the **building** are removed during inspection;
 - iii) with records of such inspections maintained;
- c) all windows and doors to the **building** are secured against illegal entry by good quality locks and other security measures, all of which are in operation;
- d) the perimeter fences, walls and gates are maintained in good repair.

4.4.2 **Protection and Security of Property**

We shall be entitled to refuse to pay any claim under this **policy** in its entirety if **you** do not use the utmost diligence and take all practical and necessary steps to protect, recover and save property insured and minimise any actual or potential **damage** when property has sustained or is in imminent danger of sustaining **damage**.

We shall also be entitled to refuse to pay any claim under this **policy** in its entirety if **you** do not at all times maintain all property in a good, proper and workmanlike manner and ensure that all protection and security systems that have been advised to **us**, as well as all other protection and security systems, are in force at all times

4.4.3 **Reinstatement of property**

If **we** elect or become bound to reinstate or replace any **building, you** will, at **your** own expense, produce and give to **us** all such plans, documents, books and information as **we** may require. **We** will not be bound to reinstate exactly or completely but only as circumstances permit, and in reasonably sufficient manner, and will not in any case be bound to expend in respect of any **building** more than the **sum insured** or **limit of liability** thereon.

4.4.4 **Average**

If the **schedule** specifies that this **policy** is provided on a sum insured basis, each of the

sums insured by this **insured section** subject to the following condition of Average:

‘Whenever a **sum insured** is declared to be subject to average, if the property insured thereby will at the breaking out of any fire or at the commencement of any **damage** to such property by the insured perils of fire, lightning, explosion and aircraft, be collectively of greater value than such **sum insured**, then **you** will be considered as being **your** own insurer for the difference and will bear a rateable proportion of the loss accordingly.

4.4.5 **Contracting purchaser**

If at the time of **damage** to any **building** insured under this **insured section** you **have** contracted to sell **your** interest in such **building**, the purchaser will be entitled to the benefits of this **insured section** insofar as it relates to such **damage** without prejudice to **your** rights **or our** rights up to the date of completion provided that:

- a) **damage** takes place during the period from exchange to completion;
- b) the completion is finalised;
- c) the property is not otherwise insured by or on behalf of the purchaser against such **damage**.

4.4.6 **Designation**

For the purpose of determining where necessary the heading under which any property is insured, it is agreed to accept the designation under which such property has been entered in **your** books.

4.4.7 **Non-invalidity**

If the risk of **damage** is increased by any act or omission, or by any alteration, that occurs without **your** knowledge, such increase will not invalidate this insurance, provided that **you** immediately on such act, omission or alteration coming to their knowledge, gives notice thereof to **us** and pay such extra premium as **we** may require.

4.4.8 **Other parties**

The interest of such other parties including, as the case may be lessors, mortgagees, banks, hire purchase companies specified in the **schedule** (or notified by **you** to **us** in writing from time to time) is noted in this insurance, but only to the extent of their financial interest in the **property insured**, but not as joint insured.

In the event of any claim the:

- a) **you** will immediately declare to **us** the names of such interested parties; and
- b) **we** will consult with such declared interested parties as regards the manner and method of any indemnity so as to protect the direct financial interests of such parties.

4.4.9 **Reinstatement of sum insured following loss**

In respect of **property insured** on a ‘sum insured’ basis, in consideration of this insurance not being reduced by the amount of any loss under this **insured section** **you** will pay such additional premium to the **insurer** as may be required.

4.4.10 **Claim discharge**

Your or **your** personal representatives’ receipt will discharge **us**.

4.4.11 **Compromised settlements**

If **your** compromise with **us** any claim under this **policy**, where more than one party has an interest in the **insured person** the benefit will represent the total amount payable in respect of that person for all interests covered by this **insured section**.

5 Insured section - Employers' liability

1. Employers' liability cover

We will cover **you for** all sums that **you** will become legally liable to pay as damages, including claimant costs recoverable from **you**, arising out of **bodily injury** caused during the **period of insurance** and sustained by an **employee** in the course of employment by **you** in the **business**.

2. Additional employers' liability costs and expenses

5.2.1 Following any event which is or may be the subject of insurance under the 'Employers' liability cover' clause whether or not **bodily injury** has occurred, **we** agree to cover **you** for **costs and expenses** but the **costs and expenses** form part of the **limit of indemnity** and do not increase the **limit of indemnity**.

3. Employers' liability extensions

5.3.1 Cross liabilities

For each legal entity comprising the **insured**, the **insurer** will separately indemnify each party under this **insured section** if a separate **policy** had been issued to each provided that in respect of claims made or **suits** brought against any of them by any other person the **insurer's** total liability to all parties, will not exceed the **limit of indemnity**.

5.3.2 Indemnity to other parties

At **your** request, **we** will separately cover each **other insured party** provided that the:

- a) **you** would have been entitled to cover by this **insured section** had the claim or **suit** been made against **you**;
- b) **other insured party** is not covered under any other insurance or in any other way;
- c) **we** have the sole conduct and control of any claim;
- d) **other insured party** agrees it will be bound by this **policy** (other than in respect of premium) as if it were **you**.

5.3.3 Principals

We will cover any of **your** principals, where requested by **you**, but only to the extent that liability arises solely out of the work performed for the principal by **you** or on **your** behalf and provided that:

- a) the principal shall as though they were **you** observe, fulfil and be subject to the terms and conditions of this **policy** in so far as they can apply; and
- b) **our** liability under this clause shall in no way operate to increase the **limit of indemnity**;
- c) the principal is not covered under any other insurance or in any other way.

4. Employers' liability limitations and exclusions

This **insured section** excludes and does not cover:

5.4.1 Asbestos

liability arising from or caused by any work involving the manufacture, mining, processing, use, installation, storage, removal, stripping out, demolition, disposal, distribution, inspection or testing of or exposure to asbestos, asbestos fibres, asbestos dust, or asbestos containing materials;

5.4.2 Contractors/Sub Contractors exclusion

This policy does not cover liability in respect of personal injury or property damage arising directly or indirectly from or caused by, contributed to by or arising from any action, omission or otherwise of:

1. Any contractor or subcontractor of yours;

2. Any contractor or subcontractor of any contractor or subcontractor of yours or any tier thereof;

3. Any director, executive officer, employee or partner of any contractor or subcontractor (or any of their contractors or subcontractors) of yours or any tier thereof.

It is noted that this exclusion shall not apply to you for your own liabilities arising out of any action, omission or otherwise of any contractor, subcontractor or other entity named in 1, 2 or 3 above.

5.4.3 **Cyber and Data Exclusion**

The following exclusions apply to the whole of the contract.

We will not pay for any:

(a) Cyber

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

iv. the use of or inability to use any application, software, or program.

v. any computer virus.

vi. any computer related hoax relating to i and/or ii above.

(b) Electronic Data

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

5.4.4 **Deliberate actions by employees**

bodily injury and any associated **costs and expenses**, either expected or intended by the **employee** other than the use of reasonable force to protect persons or property, but this exclusion does not apply to liability incurred as a direct or indirect result of such **employees** actions by **you** or **other insured party**, provided such party was unaware of or unable to prevent the **employee's** intentions and did not condone such action.

5.4.5 **Disease Exclusion**

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

a) infectious or contagious disease.

b) any fear or threat of a) above; or

c) any action taken to minimise or prevent the impact of a) above.

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

5.4.6 **Employment practices dispute**

liability which arises out of:

a) a dispute between an employer / prospective employer and **employee** / prospective **employee** referred or capable of being referred to a Rights Commissioner or the Employment Appeals Tribunal including such appeal courts or tribunals;

b) a settlement or adjudication of or under the auspices of a Rights Commissioner or the Employment Appeals Tribunal;

and which is or is capable of being insured under a generally available Employment

Practices Liability Insurance Policy;

5.4.7 **Excess**

the **excess** stated in the **schedule**;

5.4.8 **Fines and penalties**

liability for payment of any fines or penalties imposed or ordered to be paid;

5.4.9 **Limit of indemnity**

liability in excess of the **limit of indemnity** stated in the **schedule**;

5.4.10 **North American jurisdiction**

liability for payment of any judgment, award, payment or settlement made within countries which operate under the laws of **North America** (or to any order made anywhere in the world to enforce such judgment, award, payment or settlement either in whole or in part) unless otherwise stipulated in the **schedule**;

5.4.11 **Nuclear hazards**

liability that attaches by or arising from the terms of any contract (other than contracts of employment between **you** and **your** employees) or agreement for **bodily injury** caused by **nuclear hazards**;

5.4.12 **Vehicles**

liability for which insurance is required by any road traffic legislation or any alteration to such regulations or any similar legislation applying in any territory consequent on the Third Council Directive 90/232/EEC of 14/05/1990 relating to insurance against civil liability in respect of the use of motor vehicles;

5.4.13 **Pyrites**

any liability directly or indirectly caused by or alleged to be caused by or contributed to in whole or in part by pyrite, bravoite, cattierite or vaesite.

5.4.14 **Terrorism**

any act of **terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

This exclusion also applies to any action taken in controlling, preventing, suppressing or in any way relating to any act of **Terrorism**.

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

5.4.15 **War**

any act of **war** regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

This exclusion also applies to any action taken in controlling, preventing, suppressing or in any way relating to any act of **war**.

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

5.4.16 **Workman's compensation or social security payment**

liability for any claims arising out of **bodily injury** that are payable by reason of any workman's compensation scheme, social security scheme or similar insurance scheme arising in connection with, from or due to employment

6 Insured section - Property owners liability

1. Property owners liability cover

We will cover **you** by the terms of this **insured section** against legal liability to pay damages, including claimant costs recoverable from **you**, as a result of:

6.1.1 **bodily injury, damage or denial of access that** happens during the period of **insurance** and arises out of and in connection with the **business**;

6.1.2 **bodily injury, damage or denial of access**, arising out of or from **pollution** occurring during the course of **business** provided that the **pollution** is caused by a sudden, identifiable, unintended and unexpected incident that takes place in its entirety at a specific moment in time and place during the **period of insurance**.

2. Additional Property owners liability costs and expenses

In addition, following any event which is or may be the subject of insurance under this **insured section** we agree to cover **you** for **costs and expenses**, which are payable in addition to the **limit of indemnity**, incurred in respect to any insured event under this **insured section**.

3. Property owners liability extensions

6.3.1 Cross liabilities

For each legal entity **you** comprise of, **we** will separately cover each party under this **insured section** as if a separate **policy** had been issued to each but in respect of claims made or **suits** brought against any of them but **our** total liability to all parties, will not exceed the **limit of indemnity**. Further, where requested by **you**, **we** will waive all rights of subrogation against **your** subsidiary or from a subsidiary against **your** parent.

6.3.2 Cover for other parties

At **your** request, **we** will separately cover each **other insured party** provided that:

- a) **you** would have been entitled to cover by this **policy** had the claim or **suit** been made against **you**;
- b) the **other insured party** is not covered under any other insurance or in any other way;
- c) **we** have the sole conduct and control of any claim;
- d) the **other insured party** agrees it will be bound by this **policy** (other than in respect of premium) as if it were **you**.

6.3.3 Principals

We will cover any of **your** principals, where requested by **you**, but only to the extent that liability arises solely out of the work performed for the principal by **you** or on **your** behalf and provided that:

- a) the principal shall as though they were **you** observe, fulfil and be subject to the terms and conditions of this **policy** in so far as they can apply; and
- b) **our** liability under this clause shall in no way operate to increase the **limit of indemnity**; and
- c) the principal is not covered under any other insurance or in any other way.

4. **Property owners liability limitations and exclusions**

This **insured section** excludes and does not cover:

6.4.1 **Advertising injury**

any loss or liability arising from **advertising injury**;

6.4.2 **Advice, design or plans provided for a fee**

any loss arising out of or from advice, design, plans, specifications, formulae, surveys, or directions prepared or given by **you** or **other insured party** for a fee;

6.4.3 **Aircraft products**

any loss or liability arising out of any **product** or part thereof which with **your** knowledge is intended to be incorporated into the structure, machinery or controls of any aircraft or other aerial device or satellite;

6.4.4 **Aircraft and watercraft**

any loss or liability arising out of or from the ownership, possession or use of any aircraft, or other aerial device or satellite, or any watercraft other than:

- a) motor barges not exceeding seventy five (75) ton capacity on inland waterways;
- b) hand-propelled craft, sailing vessels and motor launches not exceeding fifteen (15) metres in length and only when operated in inland waterways;
- c) watercraft not belonging to or chartered by **you** but used by them for business entertainment provided that:
 - i) such watercraft is primarily owned and operated as a river cruise vessel;
 - ii) such watercraft is insured by the owner or charterer under a policy of marine insurance;
 - iii) **we** will not cover **you** in respect of liability which attaches by way of any contract or agreement that would not have attached in the absence of such contract or agreement;

6.4.5 **Asbestos**

liability arising from or caused by any work involving the manufacture, mining, processing, use, installation, storage, removal, stripping out, demolition, disposal, distribution, inspection or testing of or exposure to asbestos, asbestos fibres, asbestos dust, or asbestos containing materials;

6.4.6 **Contractors/Sub Contractors exclusion**

This policy does not cover liability in respect of personal injury or property damage arising directly or indirectly from or caused by, contributed to by or arising from any action, omission or otherwise of:

1. Any contractor or subcontractor of yours;
2. Any contractor or subcontractor of any contractor or subcontractor of yours or any tier thereof;
3. Any director, executive officer, employee or partner of any contractor or subcontractor (or any of their contractors or subcontractors) of yours or any tier thereof.

It is noted that this exclusion shall not apply to you for your own liabilities arising out of any action, omission or otherwise of any contractor, subcontractor or other entity named in 1, 2 or 3 above.

6.4.7 **Costs and expenses arising from a deliberate act**

costs and expenses incurred in proceedings other than in respect of manslaughter, corporate manslaughter or corporate homicide consequent upon any deliberate act or omission by **you** or on **your** behalf or any **other insured party** if the result of such act or omission could reasonably have been expected to constitute an offence under any

legislation;

6.4.8 **Costs of recall or guarantee**

expenditure, whether incurred by **y o u** or others, for the withdrawal, recall, disposal, removal, repair, adjustment, alteration, reconditioning, replacement, reinstatement of any **product** or part thereof and/or from financial loss consequent upon the necessity for such withdrawal, recall, disposal, removal, repair, adjustment, alteration, reconditioning, replacement or reinstatement;

6.4.9 **Cyber and Data Exclusion**

The following exclusions apply to the whole of the contract.

We will not pay for any:

(a) Cyber

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

vii. the use of or inability to use any application, software, or program.

viii. any computer virus.

ix. any computer related hoax relating to i and/or ii above.

(b) Electronic Data

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

6.4.10 **Damages arising from a deliberate act**

bodily injury, damage or denial of access, and any associated **costs and expenses**, either expected or intended by **you** or any **other insured party** but this exclusion does not apply to **bodily injury** resulting from the use of reasonable force to protect persons or property;

6.4.11 **Disease Exclusion**

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

a) infectious or contagious disease.

b) any fear or threat of a) above; or

c) any action taken to minimise or prevent the impact of a) above.

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

6.4.12 **Electronic data**

Liability:

a) arising from loss, alteration or impairment of, or damage to **electronic data**;

b) arising from malicious acts of any person carried out by electronic means;

c) for defamation or harassment carried out by electronic means;

but this exclusion shall not apply in respect of liability for any ensuing accidental **bodily injury** (save for mental injury or mental disease) or accidental **damage** which is not otherwise excluded;

6.4.13 **Employment practices dispute**

liability which arises out of:

- a) a dispute between an employer / prospective employer and **employee** / prospective **employee** referred or capable of being referred to an Employment Tribunal including such appeal courts or tribunals as are available from an Employment Tribunal; or
- b) a settlement or adjudication of or under the auspices of an Employment Tribunal or ACAS;

and liability by clause a) or b) above which is capable of being insured under a generally available Employment Practices Liability Insurance Policy;

6.4.14 **Excess**

the amount of the **excess** as applicable and stated in the **schedule**;

6.4.15 **Financial loss**

liability for pure financial loss that is not consequent upon **bodily injury** or **damage**;

6.4.16 **Fines, penalties or multiplication of compensatory damages**

any fines, penalties, punitive damages, exemplary damages, aggravated damages, treble damages, or any other increase in damages resulting from the multiplication of compensatory damages;

6.4.17 **Intentional disregard of reasonable precautions**

any insured event or loss arising or arising out of or continuing from **your** deliberate, conscious or intentional disregard of the need to take all reasonable precautions to prevent an insured event or loss arising or continuing;

6.4.18 **Legionella**

bodily injury, damage or **denial of access** arising out of, alleging or attributable to the existence of **legionella**;

6.4.19 **Liability from employment**

bodily injury sustained by any **employee** arising out of or in the course of employment by **you** in the **business**;

6.4.20 **Limit of indemnity**

liability in excess of the **limit of indemnity** stated in the **schedule** except for payment of **costs and expenses** as provided for by clause 6.2;

6.4.21 **Liquidated damages**

any loss arising out of or from any liquidated damages clauses or penalty clauses or performance warranties in any contract or agreement which **you** or any **other insured party** has entered into unless it is proven that, and then only to the extent that, liability would have attached in the absence of such clauses or warranties;

6.4.22 **Micro-organism Exclusion**

We will not pay for any loss, damage, claim cost, expenses or other sum directly or indirectly arising from or relating to:

Mold, mildew, fungus, spores or other micro-organism of any type, nature or description, including but not limited to any substance whose presence poses an actual threat to human health.

This general exclusion applies regardless whether there is:

- Any physical loss or damage to the **property**
- Any insured peril or cause, whether or not contributing concurrently or in any sequence
- Any one loss, occupancy or functionality
- Any action required, including but not limited to repair, replacement, removal, clean up, abatement, disposal, relocation or steps taken to address medical or legal concerns

6.4.23 **North America risks**

- a) loss or liability arising from **bodily injury, damage** occurring or **denial of**

access within North America;

- b) liability arising out of or from or brought about by or contributed to by **pollution** within **North America**;

6.4.24 **North American jurisdiction**

liabilities in respect of any judgment, award, payment, **costs and expenses** or settlement delivered, made or incurred within countries which operate under the laws of **North America** (or to any order made anywhere in the world to enforce such judgment, award, payment, **costs and expenses** or settlement either in whole or in part);

6.4.25 **Nuclear risks**

- a) loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or as a consequence of;
- b) any legal liability of whatsoever nature;
- c) any sum which **you** become legally liable to pay or any loss or expense;

directly or indirectly caused by or contributed to by or arising from or, in the case of c) above, attributable to **nuclear hazards**.

6.4.26 **Overseas domiciled operations**

your subsidiary companies, branch offices or representatives with power of attorney that are domiciled outside of the Republic of Ireland or England, Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands;

6.4.27 **Owned or previously owned premises**

loss or liability for **damage** or **denial of access** caused by or arising from **pollution** to land or **premises** (including land or water within or below the boundaries of such land or **premises**) that are presently or were at any time previously owned, leased, hired or tenanted by **your** or otherwise in **your** care, custody or control;

6.4.28 **Ownership or use of mechanically propelled vehicles**

bodily injury, damage or **denial of access** arising out of or from the ownership, maintenance, operation or use of any mechanically propelled vehicle by **you** or on **your** behalf or any **other insured party**;

6.4.29 **Personal injury**

loss or liability arising from **personal injury**;

6.4.30 **Property in the insured's care, custody and control**

damage to property owned, leased, hired or held in trust by **you** or under hire purchase or on loan to **you** or held otherwise in **your** care, custody or control;

6.4.31 **Terrorism**

Any act of **terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

This exclusion also applies to any action taken in controlling, preventing, suppressing or in any way relating to any act of **Terrorism**.

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

6.4.32 **The product itself**

liability for **damage** to **your product** or any part thereof arising from a defect or unsuitability thereof and pure financial loss arising therefrom;

6.4.33 **War**

any act of **war** regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

This exclusion also applies to any action taken in controlling, preventing, suppressing or in

any way relating to any act of **war**.

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

6.4.34 **Work away**

loss or liability for **bodily injury** or **damage** arising from **work away**.

7 Duties in the event of a claim or potential claim

- 7.1.1 **You** must notify The Lloyd's Insurance Company S.A as soon as possible of all incidents that may give rise to a claim. This must be no later than 30 days from the date of the incident. If the incident is as a direct result of loss, theft or any malicious act, then the incident must be reported to the police by **you** within 24 hours of the incident to obtain a crime reference number. Additionally, if the incident is a direct result of riot, civil commotion, labour or political disturbances, theft, attempted theft or malicious acts then this must be notified to **us** within 7 days of the incident.
- 7.1.2 **You** must provide **us** with written details of what happened within 30 days of incident and provide any other information **we** may require.
- 7.1.3 **You** must forward to **us**, by registered post and within 3 working days, any letter, writ, summons or other legal document served on **you** in connection with a claim or possible claim. **You** must not answer any correspondence, admit, deny or negotiate any claim without prior written consent. **You** must not admit liability or offer or agree to settle any claim without **our** written permission.
- 7.1.4 **We** or **our** representatives will be entitled to enter **your property** or any **building** where any loss or damage has occurred and deal with the claim, **we** will also be entitled to defend or settle any legal action and take proceedings to recover compensation from any third party in respect of anything that is covered by this policy, **we** may do this in **your** name and for **our** benefit but at **our** expense.
- 7.1.5 **You** must not dispose of any damaged items before **we** have had the opportunity to inspect them unless **you** have been advised by **us** to dispose of them.
- 7.1.6 It is **your** responsibility to prove any loss and **you** must provide us with evidence of the value or age (or both) for all items involved in a claim. To help prove **your** claim **we** will require **you** to provide original purchase receipts, invoices, bank or credit card statements, instruction booklets, photographs, utility bills, pre-purchase surveys or plans and deeds of **your property**.
- 7.1.7 **You** must take care to limit any loss, damage or injury.
- 7.1.8 Notice to **us** must be given to the claims notification addresses specified below.

Lloyd's Insurance Company S.A

Bastion Tower, Marsveldplein 5, 1050 Brussels, Belgium and registered with Banque-Carrefour des Entreprises / Kruispuntbank van Ondernemingen under number 682.594.839 RLE (Brussels).

The claims helpline is open 24 hours a day, 365 days a year.

If **You** do not comply with these conditions, **We** may have the right to refuse to pay Your claim.

2. Claim notification – Insured sections Employers liability and Property owners liability

- 7.2.1 **You will** give notice in writing to **us** as soon as practicably possible:
- on or not later than forty eight (48) hours from, receipt of notice of any impending inquest, fatal accident inquiry, prosecution or other legal proceedings that includes alleged **bodily injury**;
 - but in any event within seventy two (72) hours from coming in possession of actual knowledge that notice of an Industrial Tribunal hearing includes alleged **bodily injury** or **personal injury**;
 - on, or not later than seventy two (72) hours from, **your** actual knowledge of any death or **bodily injury** to any **employee** involving a stay in hospital in excess of three (3) days;
 - but in any event within thirty days (30) days after any other **accident**, event or the coming in possession of actual knowledge of **bodily injury**, **personal injury** or **damage**, with full particulars thereof;

which may be the subject of cover under this **policy**.

7.2.2 Notice to **us** must be given to the claims notification addresses specified below:

Lloyd's Insurance Company S.A

Bastion Tower, Marsveldplein 5, 1050 Brussels, Belgium and registered with Banque-Carrefour des Entreprises / Kruispuntbank van Ondernemingen under number 682.594.839 RLE (Brussels).

3. **Your duties**

7.3.1 For each and every claim **you** and any person acting on **your** behalf must:

- a) not admit responsibility, liability, make an offer or promise, nor offer payment or indemnity without **our** written consent;
- b) not incur any expense without **our** consent **except** at **your** own cost;
- c) always act honestly, there being no rights to any form of payment or cover under the **policy** in the event that any claim is made fraudulently;
- d) give all such information, assistance and forward all documents to enable us to investigate, settle or resist any claim as **we** may require;
- e) provide such proofs and information with respect to the claim as may reasonably be required together with (if demanded) a statutory declaration of the truth of the claim and any matters connected therewith;
- f) not destroy evidence or supporting information or documentation without **our** prior consent; nor destroy any plant or other property relating to an occurrence, loss or **suit** that may give rise to a claim under this **policy**;

4. **Claim Procedure**

Unless stated otherwise all claims will be handled and overseen by **us**. For each and every claim **you** and any person acting on **your** behalf must:

7.4.1 For **Insured section - Property damage**, within thirty (30) days after **damage** or such further time as **we** may in writing allow, at **your** own expense, deliver to **us** a claim in writing, containing as particular an account as may be reasonably practical of the several articles or portions of property damaged and the amount of the **damage** thereto respectively, having regard to their value at the time of the **damage** together with any details of any other insurance on any **building** provide, such proofs and information with respect to the claim as may reasonably be required together with (if demanded) a statutory declaration of the truth of the claim and any matters connected therewith;

7.4.2 For **Insured sections - Employers liability and Property owners liability**,

- a) immediately send **us** copies of any request, demand, order, notice, summons, legal paper and all documents relating thereto in connection with an insured event as soon as received by **you**. In addition **you** must co-operate with **us** or **our** appointed agents to allow them to comply with such relevant practice directions and pre-action protocols as may be issued and approved from time to time by the head of civil justice;
- b) authorise **us** to obtain medical records or other pertinent information upon request but only where legally permitted to do so in the event of an insured event involving **bodily injury**;

5. **Our rights**

7.5.1 **We** will be under no obligation to investigate any potential claims or to undertake the conduct of any proceedings in connection with such claims and will be at liberty in all cases to leave the conduct of such proceedings wholly to **you** upon such conditions as regards the payment of costs and with such liberty to bind **us** by compromise as **we** may in **our** absolute discretion determine.

7.5.2 **We** may at any time pay the **limit of indemnity** or **sum insured** (after deduction of any sums already paid) or such lesser sum for which the claim can be settled and will relinquish the conduct and control of the claim and be under no further liability except (where payable under the relevant **insured section**) for payment of **costs and expenses** incurred prior to the date of payment.

6. **Subrogation**

- 7.6.1 Except as expressly provided by any 'Waiver of subrogation' clause, for each and every claim, **you** and any person acting on **your** behalf must not waive any rights of recourse or recovery against any other person relating to an occurrence, loss or suit that may give rise to a claim under this insurance.
- 7.6.2 **You** or any other party insured by this **policy** will, at **our** 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 **us** for the purpose of enforcing any rights and remedies, whether such acts and things will be or become necessary or required before or after their insurance by **us**.
- 7.6.3 In the event of any payment under this **policy**, **we** will act in concert with all other interested persons (including **you**) concerned in the exercise of any rights of recovery.
- 7.6.4 The apportioning of any amounts which may be so recovered will follow the principle that any interested persons (including **you**) who will have paid an amount over and above any payment hereunder will first be reimbursed up to the amount paid by them; **we** are then to be reimbursed out of any balance then remaining up to the amount paid hereunder; lastly, the interested persons (including **y o u**) to whom this coverage is in excess shall be entitled to claim the residue, if any.
- 7.6.5 Expenses necessary to the recovery of any such amounts will be apportioned between the interested parties concerned in the ratio of their respective recoveries as finally settled.

8 General terms and conditions

1. Adjustment of premium

Where the premium in whole or part is provisionally based on estimates provided by **you**, **you** will keep accurate records and declare such information as **we** require within three (3) months of the expiry of the **period of insurance**. The premium will then be adjusted, and any difference paid by or allowed to **you** as the case may be but subject to any minimum premium that may apply. **We** reserve the right to request that **you** supply an auditor's certificate with such calculations as are subject to adjustment attesting the accuracy thereof.

2. Assignment

Assignment of interest under this **policy** will not bind **us** unless and until **our** written consent is endorsed hereon.

3. Contribution

If at the time of any claim there is any other valid and collectible insurance available to **you** or any **other insured party** other than insurance that is specifically stated to be in excess of this **policy**, and names **you** for the insurance, then the insurance afforded by this **policy** will be in excess of and will not contribute with such other insurance.

4. Document management

We may hold documents relating to this insurance and any claims under it in electronic form and may destroy the originals. An electronic copy of any such document will be admissible in evidence to the same extent as, and carry the same weight as, the original.

5. Duty of Disclosure

You must answer **our** questions "honestly and with reasonable care" (the test of reasonable care being by reference to that of the "average consumer").

If, prior to entering into this **policy**, **you** breach the applicable pre-contractual duty of disclosure (the "Duty"), the remedies available to **us** are set out below:

- a) if **your** breach of the Duty is fraudulent:
 - i. **we** may avoid the **policy** and refuse to pay all claims; and
 - ii. **we** need not return any of the premium paid.
- b) if **your** breach of the Duty is negligent, the remedy shall depend upon what **we** would have done if **you** had complied with the Duty:
 - i. if **we** would not have entered into the **policy** at all, **we** may avoid the **policy** and refuse to pay all claims but must return the premium paid.
 - ii. if **we** would have entered into the **policy**, but on different terms (other than terms relating to the premium), the **policy** is to be treated as if it had been entered into on those different terms, if **we** so require.
 - iii. if **we** would have entered into the **policy**, but would have charged a higher premium, then **we** may reduce proportionately the amount to be paid on a claim (and any amounts paid on prior claims). In those circumstances, **we** shall pay only X% of what it would otherwise have been required to pay, where $X = (\text{premium actually charged/higher premium}) \times 100$.

If, prior to concluding a variation, **you** shall breach the Duty, the remedies available to **us** are set out below:

- c) if **your** breach of the Duty is fraudulent:
 - i. **we** may by notice to **you** treat the contract as having been terminated from the time when the variation was concluded; and
 - ii. **we** need not return any of the premium paid.

- d) if **your** breach of the Duty is negligent, **our** remedy shall depend upon what **we** would have done if **you** had complied with the Duty:
- i. if **we** would not have agreed to the variation at all, **we** may treat the contract as if the variation was never made but must in that event return any extra premium paid.
 - ii. if **we** would have agreed to the variation to the contract, but on different terms (other than terms relating to the premium), the variation is to be treated as if it had been entered into on those different terms, if **we** so require.
 - iii. if **we** would have increased the premium by more than it did or at all, then **we** may reduce proportionately the amount to be paid on a claim arising out of events after the variation. In those circumstances, **we** shall pay only X% of what it would otherwise have been required to pay, where $X = (\text{premium actually charged/higher premium}) \times 100$.
 - iv. if **we** would not have reduced the premium as much as they did or at all, then **we** may reduce proportionately the amount to be paid on a claim arising out of events after the variation. In those circumstances, **we** shall pay only X% of what they would otherwise have been required to pay, where $X = (\text{premium actually charged/reduced total premium}) \times 100$.

(If more than one **premises** is stated in the **schedule**, the proportion of the premium charged for the **premises** that has sustained **damage** will be applied.)

6. Inspection and audit

We, or such representative as **we** may designate, will be permitted but not obligated to inspect **your** property and operations at any time given reasonable notice. Neither **our** right to make inspections nor the making thereof nor any report thereon will constitute an undertaking on **your** behalf of or for **your** benefit or others, to determine that such property or operations are safe.

7. Minimisation of risk

8.7.1 **You** will take all practicable steps at **your** own expense to prevent an insured event:

- a) arising; or
- b) continuing.

8.7.2 **We** shall be entitled to refuse to pay any claim under this **policy** in its entirety if **you** do not use the utmost diligence and take all practical and necessary steps to avoid or minimise any claims which arise and may arise from an insured event.

8. Representation

You will act on behalf of all **other insured parties** under this **policy** with respect to the giving and receiving of any notices from **us** or **our** representatives including any notice of cancellation. The payment to **you** of any return premium that may be payable under this **policy** will satisfy **our** obligations to return premium to any **other insured party**.

9. Sanction limitation and exclusion

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

