

**MATERIAL DAMAGE  
&  
BUSINESS INTERRUPTION  
POLICY WORDING**

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## IMPORTANT INFORMATION

### ABOUT US

This contract of insurance is insured by Lloyd's Insurance Company S.A.

Thomond Underwriting acts as an agent of Lloyd's Insurance Company S.A. in performing its duties under the Coverholder Appointment Agreement with the Unique Market Reference stated within the Schedule.

Lloyd's Insurance Company S.A. is a Belgian limited liability company (*société anonyme / naamloze vennootschap*) with its registered office at Bastion Tower, Marsveldplein 5, 1050 Brussels, Belgium and registered with Banque-Carrefour des Entreprises / Kruispuntbank van Ondernemingen under number 682.594.839 RLE (Brussels). It is an insurance company subject to the supervision of the National Bank of Belgium. Its Firm Reference Number(s) and other details can be found on [www.nbb.be](http://www.nbb.be).

Website address: [www.lloyds.com/brussels](http://www.lloyds.com/brussels)

E-mail: [enquiries.lloydsbrussels@lloyds.com](mailto:enquiries.lloydsbrussels@lloyds.com)

All enquiries regarding this insurance policy should be directed to:

Thomond Underwriting  
63 Fitzwilliam Square  
Dublin 2  
D02 N938

### YOUR RIGHT TO CANCEL

If this policy does not meet your requirements please return all documents and certificates to the broker who arranged the policy within fourteen days of receipt. Provided you have not made a claim we will return the premium in accordance with the General Condition 4 – Cooling Off Period and Cancellation.

### TERMINATION

If you wish to terminate this policy at any other time, please contact your insurance broker. Provided you have not made a claim we will allow a refund of premium in accordance with the General Condition 4 – Cooling Off Period and Cancellation.

### MAKING A CLAIM

If you need to make a claim, or you need to inform us of an incident or circumstance that may constitute a claim, in the first instance please contact your insurance broker who arranged the policy for you. Your insurance broker will be able to supply you with the relevant claim form and will inform us, and we will deal with your claim in a fair and impartial way and as quickly as possible.

### MAKING A COMPLAINT (ROI)

We are dedicated to providing you with a high quality service and we want to ensure that we maintain this at all times.

Any complaint should be addressed to:

Service Manager  
Operations Team

Lloyd's Insurance Company S.A.  
Bastion Tower  
Marsveldplein 5  
1050 Brussels  
Belgium

Tel: +32 (0)2 227 39 39  
E-mail: [enquiries.lloydsbrussels@lloyds.com](mailto:enquiries.lloydsbrussels@lloyds.com)

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 PlaceA  
Dublin 2  
D02 VH29  
Republic of Ireland

Tel: +353 1 567 7000  
E-mail: [info@fspo.ie](mailto:info@fspo.ie)  
Website: [www.fspo.ie](http://www.fspo.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](http://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.

A 'business day' is any day not a Saturday, Sunday or public holiday or bank holiday declared in Belgium from time to time.

## **APPLICABLE COMPENSATION SCHEMES**

The Insurance Compensation Fund in Ireland exists for the protection of consumers. In the event that an insurer is unable to pay a claim, compensation may be available from this Fund.

## HOW WE USE YOUR INFORMATION

We may use the personal and business details you have given us or which are supplied by third parties including directors, officers, partners and employees to: provide you with a quotation; deal with your Policy; search credit reference and fraud agencies who may keep a record of the search; share with other insurance organisations to help offset risks, help administer your Policy and to handle claims and prevent fraud; support the development of our business by including your details in customer surveys and for market research and compliance business reviews which may be carried out by third parties acting on our behalf.

For our full Data Privacy Notice please visit our website at <http://www.argentagroup.com/sites/default/files/PrivacyNotice.pdf> or contact our Data Protection Officer at Argenta Syndicate Management Limited, 5th Floor, 70 Gracechurch Street, London, EC3V 0XL.

We may collect a range of personal data supplied by you or third parties on your behalf. This personal information may include the following: basic personal details such as names, addresses, telephone numbers, dates of birth and additional information about your insurance requirements.

We may also need to collect special category data relating to insured persons, which under the EU General Data Protection Regulation (GDPR) and Data Protection Act 2018 (DPA), includes information relating to their medical history and other health data. In addition, we may also need to collect data about criminal convictions or offences. We will always explain clearly when we need special category personal data or criminal conviction data, the purposes for which we will use it, for instance these types of information may be required for the purpose of evaluating the risk or administering claims which may occur and, where necessary, we will obtain explicit consent to use such personal data and we will explain whether such special category data will be shared with any third parties.

Where you provide us personal data about another person, including special category data, it is your responsibility to ensure and confirm that you have told that person why and how we use their personal data, that you have shared with them a copy of our Privacy Notice and obtained their confirmation that they have read and understood it and, where necessary, that you have their explicit consent to provide that personal data (including any special category personal data) to us and for us to process it.

Personal data may be transferred to countries outside the European Economic Area ("**EEA**"). They will at all times be held securely and handled with the utmost care in accordance with all applicable principles of applicable data protection law. Personal data will only be transferred outside the EEA, including to the United Kingdom, where the transfer is to a country in respect of which there is a European Commission adequacy decision, or where we have put in place appropriate mechanisms to ensure adequate protection of the personal data, such as standard contractual clauses to govern the transfer of that data to a third country.

We will only keep data for as long as it is necessary to continue providing our products and services to you and/or to fulfil our legal and regulatory obligations. Please refer to our full Data Privacy Policy for more information.

Under the GDPR and DPA 2018 individuals whose personal data is retained have a number of rights relating to their personal information, which includes, but is not

limited to, the right to access their personal data and supplementary information, which can be requested free of charge, the right to object to the use of their personal data; and to withdraw any consent previously provided.

For further detailed information about how we process personal data, including a complete list of the rights available, please refer to the full Data Privacy Policy at <http://www.argentagroup.com/sites/default/files/PrivacyNotice.pdf>. Alternatively you can request a copy of our privacy policy by writing to the following address: Data Protection Officer, Argenta Syndicate Management Limited, 5th Floor, 70 Gracechurch Street, London, EC3V 0XL.

## INTRODUCTION

Please read this policy together with the Schedule and notify Us immediately of any errors or omissions.

The Schedule attached to this booklet provides details of the sections that are operative and the cover that has been agreed. If You have any doubts as to the cover that has been arranged on Your behalf please speak in the first instance to the insurance broker who arranged the policy for You.

Wherever a particular meaning has been given to a word or expression in the General Definitions or the Definitions within the Sections of the policy, the same meaning will attach to the word or expression whenever it appears in the Policy or Section respectively.

You acknowledge and accept the following:

- (a) You have a legal duty prior to entering into the Policy and/or prior to the renewal of the Policy to provide responses to questions asked by Us in relation to the risk(s) to be insured.
- (b) A matter about which We ask a specific question is material to the risk undertaken by Us or the calculation of the premium by Us, or both.
- (c) You have a legal duty to answer all questions asked by Us honestly and with reasonable care.
- (d) While We acknowledge that You have no legal duty of voluntary disclosure, You shall ensure that information which is voluntarily provided by You or on Your behalf is provided honestly and with reasonable care.

We would draw Your attention specifically to the General Exclusions Section of the Policy and the exclusions set out in each relevant Section of the Policy.

We would further draw your attention to General Condition 2 – (“Material Misrepresentation”) for the circumstances in which material misrepresentation by You prior to inception or renewal of the Policy will vest certain rights in Us to limit or terminate cover under the Policy.

We also draw Your attention to the General Condition 3 (“Alteration”) where a change in risk shall vest in Us certain remedies, including allowing Us to deny a claim or impose additional terms or conditions.

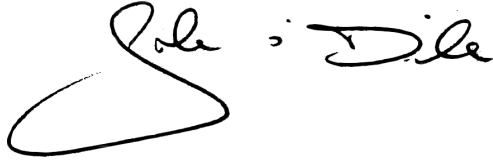
Our continued acceptance by way of renewal of this Policy is based on any changes from the original information presented being advised by You to Us where specifically requested by Us for renewal purposes and those changes being accepted by Us.

If You are in any doubt about any of the above You should consult your insurance broker or advisor.

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We will provide the insurance described in this Policy subject to its terms and conditions for the Period of Insurance shown in the Schedule and any subsequent period for which You shall pay and We shall agree to accept the premium.

Signed on behalf of the Insurers

A handwritten signature in black ink, appearing to read "John S. Dile". The signature is written in a cursive style with a large, looping initial "J".

Thomond Underwriting Ltd  
Acting on behalf of Lloyd's Insurance Company S.A.



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## GENERAL DEFINITIONS

### **The Business**

Your Business as described in the Schedule including

- a) the ownership, repair and maintenance and decoration of Your premises
- b) the provision and management of canteen, social, sports and welfare organisations for the benefit of any employee
- c) fire, first aid, medical, ambulance and security services but excluding the provision of any first aid administered by a qualified medical practitioner or nurse

### **Communicable Disease**

Any disease, illness or condition which is caused by or can be transmitted by means of any substance or agent from any organism to another organism (human or otherwise) where:

- a) the substance or agent includes, but is not limited to, any pathogen, virus, bacterium, parasite, fungus or other organism, micro-organism or any variation or mutation 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.
- 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.

### **Damage**

Loss destruction or damage.

### **Epidemic**

An unexpected increase in the number of cases of a Communicable Disease in a specific geographical area which is reported as a disease outbreak in the World Health Organisation's Disease Outbreak News (DON) or in respect of which public health emergency management procedures have been activated in Ireland, or a part thereof, involving the Irish National Public Health Emergency Team (or then equivalent group or committee) or other similar national or local body.

### **Defined Perils**

Fire; lightning; explosion; aircraft or other aerial devices or articles dropped from them; riot; civil commotion; strikers; locked-out workers; persons taking part in labour disturbances; malicious persons (other than thieves); earthquake; storm; flood; escape of water from any tank apparatus or pipe; impact by any road vehicle or animal; theft; subsidence, landslip or heave; spontaneous combustion, fermentation or heating; breakage or collapse of television and radio aerials, satellite dishes, aerial fittings and masts excluding Damage to these items; leakage of fuel from any fixed oil heating installation; accidental escape of water from an automatic sprinkler installation(s).

### **Excess**

The first part of each and every loss which You agree to pay after the application of any underinsurance condition.

**The Insured/You/Your**

The person(s), company or group of companies, or legal liability partnership stated in the Schedule as The Insured.

**The Insurers/We/Us/Our**

Lloyd's Insurance Company S.A.

**Pandemic**

Any Communicable Disease which is categorised as a Public Health Emergency of International Concern (or the then equivalent categorisation) by the Director General of the World Health Organisation.

**Period Of Insurance**

The period shown in the Schedule for which We accept payment of a premium.

**The Premises**

The building(s) and land within the boundaries at the address (es) shown in the Schedule.

**Proposal**

Any signed Proposal Form and Declaration or any Statement of Fact, including in either case any and all information supplied to Us by You or on Your behalf in addition to or substitution thereof.

**Stock/Stock In Trade**

Stock and materials in trade, work in progress and finished goods, Your property or held by You in trust or on commission or for which You are responsible.

**Terrorism**

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.

**Unattended Vehicle**

Any vehicle left without a responsible person either within the vehicle or sufficiently close to keep the vehicle under constant observation and able to prevent any attempt by any other person to interfere with the vehicle.

## GENERAL CONDITIONS

**OBSERVANCE OF TERMS**

1. You must at all times observe the terms of this policy.

**MATERIAL MISREPRESENTATION**

2. We will have the rights set out below in circumstances of material misrepresentation by You or on Your behalf in connection with this Policy. For the purposes of this Condition the term "negligent misrepresentation" means a representation made without the reasonable care to be expected of an average consumer in the circumstances but which was not fraudulent. A

fraudulent misrepresentation is a misrepresentation that is false or misleading in any material respect and which the insured either knows to be false or misleading or consciously disregards whether it is false or misleading.

(a) Where a claim is made under the Policy but an answer which was provided, or information which was volunteered, by You or on Your behalf prior to commencement or renewal of the Policy (as the case may be), involves a negligent misrepresentation, the remedy available to Us shall reflect what We would have done had We been aware of the full facts and shall be based on a compensatory and proportionate test, as follows:

(i) if We would not have entered into the Policy on any terms, We may avoid the Policy from inception or renewal (as the case may be) and refuse all claims, but shall return the premium paid;

(ii) if We would have entered into the Policy, but on different terms, 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, We may reduce proportionately the amount to be paid on the relevant claim.

(b) Where an answer which was provided, or information which was volunteered, by You or on Your behalf prior to commencement or renewal of the Policy (as the case may be) involves a negligent misrepresentation which is identified at a time prior to there being any claim under the Policy, We may either:

(i) give notice to You that in the event of a claim We will exercise the remedies in paragraphs (a)(i)-(iii) above as appropriate; and/or

(ii) terminate the Policy by giving reasonable notice.

(c) Where a claim is made under the Policy but an answer which was provided, or information which was volunteered, by You or on Your behalf prior to commencement or renewal of the Policy (as the case may be) involves a fraudulent misrepresentation, or where any conduct by You (relative to the Policy or the steps leading to its formation) involves fraud of any other kind, We shall be entitled to avoid the Policy from the date of commencement or renewal (as the case may be) without return of premium.

## **ALTERATION**

3. This Policy shall be terminated if, at any time after its commencement:

(a) the Business is wound up or carried on by a liquidator, administrator or receiver or permanently discontinued or

(b) Your interest ceases other than by death or

(c) there has been a change in the subject matter of the Policy or any section of the Policy which results in a new risk which We did not

agree to cover and which was beyond the reasonable contemplation of Us and You when the Policy was entered into

unless the continuance of the Policy be admitted by Us. In respect of 3(c) above, We agree not to terminate the Policy provided that:

- (i) the change in the subject matter as aforesaid is not of such a nature that if the change had occurred prior to the commencement on this Policy We would not have entered into this Policy on any terms.
- (ii) You shall pay an appropriate additional premium if required by Us with effect from the date of the change in the subject matter as aforesaid.
- (iii) We shall be entitled to impose appropriate additional terms, other than premium, with effect from the date of the change in the said subject matter.

#### **COOLING OFF PERIOD AND CANCELLATION**

##### **4. *Your Rights***

Within fourteen days of receipt of the policy documentation You may cancel this insurance by writing to the insurance intermediary who arranged the cover on your behalf or returning the policy direct to Us at the address shown confirming such cancellation. Provided there have been no claims and You know of no incidents which might lead to a claim We will refund Your premium in full.

After this fourteen day period has elapsed You may cancel the policy by giving thirty days' written notice to the insurance intermediary who arranged the cover or by writing to Us at the address shown confirming such cancellation. Provided there have been no claims We will refund a proportionate part of Your premium.

##### ***Our Rights***

We may cancel this insurance by sending thirty days notice of cancellation to Your insurance intermediary whereupon You shall become entitled to a refund of a proportionate part of the premium. For cancellation following default in payment of premium the period of notice may be reduced to seven days.

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

#### **REASONABLE PRECAUTIONS**

- 5. It is a condition precedent to Our liability under this Policy that You shall:-
  - (a) maintain the Premises, machinery, plant and equipment in a good state of repair
  - (b) take all reasonable precautions for the safety of the property insured
  - (c) take all reasonable precautions to prevent Damage, accident or injury
  - (d) comply with all statutory requirements and other safety regulations imposed by any authority

- (e) exercise care in the selection and supervision of employees
- (f) take immediate steps to remedy any defect or danger that becomes apparent and take such additional precautions as individual circumstances require, whether of a temporary or permanent nature.

**CHOICE OF LAW AND JURISDICTION**

6. The laws of the Republic of Ireland shall be the law under which all disputes and/or conflicts under this insurance shall be governed and the courts of the Republic of Ireland shall have exclusive jurisdiction over any matter relating to this insurance.

**CLAIMS CONDITIONS**

7. (a) It is a condition precedent to Our liability under this policy that You shall:
- (i) advise Us in writing as soon as practicable of any Damage, accident or injury, irrespective of any Excess.
  - (ii) notify An Garda Síochána as soon as practicable of Damage caused by thieves or malicious persons or of any loss of money whatsoever
  - (iii) do and permit to be done all things reasonably practicable to minimise the Damage or to minimise or check any interruption of or interference with the Business or to avoid or diminish the loss
  - (iv) as soon as practicable forward to Us unanswered any letter of claim, writ or summons and any other documentation relating to the claim issued against You by any third party or notice of any impending prosecution or inquest or Fatal Accident Inquiry, irrespective of any Excess.
  - (v) at Your expense, submit to Us in writing full details of the claim together with any evidence and information including books of account or other business books or documents or such other proofs that We may reasonably require for the purpose of investigating or verifying the claim and (if demanded) a statutory declaration of the truth of the claim and any matter connected with it. This written confirmation is to be sent to Us within:
    - seven days of the occurrence in the case of Damage caused by theft or attempted theft, riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances or by malicious persons
    - thirty days of any other occurrence
    - thirty days of the end of the Indemnity Period in the case of claims for Business Interruption
  - (vi) not negotiate, pay, settle, admit or repudiate any claim without Our written consent
- (b) We shall be entitled:
- (i) following any Damage in respect of which a claim is made to

enter, take or keep possession of the Premises where such Damage has occurred and to take possession of, or require to be delivered to Us, any property insured and deal with such property for all reasonable purposes and in a reasonable manner. Such steps as are taken pursuant to this Claims Condition 7(b) (i) shall be taken without prejudice to any rights which may have accrued to Us prior to that date nor shall such steps be deemed to be confirmation that the Policy responds to any claim. However, property may not be abandoned to Us whether we have taken possession of the property or not

- (ii) at Our discretion to take over and conduct in Your name the defence or settlement of any claim and to prosecute at Our expense and for Our own benefit any claim for indemnity or damages against any other persons in respect of any event insured by this Policy and You shall give all information and assistance required at no cost to Us
  - (iii) at any time to pay the Limit of Indemnity, the Limit of Liability or the Sum Insured (after the deduction of any sum already paid) or any less amount for which a claim can be settled and shall relinquish the conduct and control of the claim and be under no further liability except for payment of costs or expenses incurred prior to the date of payment.
- (c) If You or anyone acting on Your behalf fails to comply with Our requirements set out in Condition 7(a) or shall hinder or obstruct Us in taking steps pursuant to Condition 7(b) then all benefit under this insurance shall be forfeited.
- (d) If We so request, any claimant under this policy shall at Our expense do or permit to be done anything We may reasonably require for the purposes of enforcing any rights and remedies or obtaining relief or indemnities from other parties to which We are or may become entitled, whether these actions are required before or after We agree to indemnity under this policy.
- (e) **Mediation and Arbitration:**  
Any dispute arising under this Policy between You or other insured parties and Us regarding Our liability in respect of a claim or the amount to be paid, that cannot be resolved between the parties through dialogue and conciliation, shall in the first instance be referred to mediation for resolution.

The parties will agree upon the appointment of a mediator within 14 working days of receipt of a written notice being served upon one party by the other requesting such an agreement. If a mediator is not agreed upon, then either party may apply to the Centre for Effective Dispute Resolution (CEDR Ireland or CEDR) for the appointment of a mediator. The parties shall share equally the costs of CEDR and of the mediator. The reference, conduct and any settlement of the dispute at mediation shall be conducted in confidence.

The parties shall continue to perform their respective continuing obligations under this insurance, if any, while the dispute is resolved, unless the nature of the dispute prevents continued performance of those obligations.

If the dispute cannot be resolved within six months of the appointment of a mediator, or both parties agree to mediation not being an appropriate forum to resolve the dispute, then the dispute shall be referred to arbitration by a single arbitrator to be appointed jointly by the parties, or in default of agreement, to be appointed by the President of the Incorporated Law Society of Ireland. Such appointment will be in accordance with the Arbitration Act 2010. The decision of such arbitrator shall be final and binding on both parties.

If the dispute is not referred to mediation and/or arbitration within 12 months of the dispute arising, then any claim to which the dispute relates shall be deemed to have been abandoned by You and shall not be recoverable thereafter.

- (f) Under Insurance:  
If at the time of any Damage the Sum Insured for any item(s) is less than the total value of the item(s), You shall be considered as being Your own insurer for the difference and shall bear a proportionate share of the loss accordingly.
- (g) Contribution:  
If at the time of any occurrence which gives rise to a claim under this policy the Damage, legal costs, expenses or liability is covered in whole or in part by any other insurance or would be otherwise insured but for the existence of this policy, We shall only pay that amount which exceeds the maximum amount payable under such other insurance had this insurance not been effected.

Where a claim includes the defence of criminal proceedings brought or in appeal against conviction We will not pay any costs and expenses where cover is provided by any other insurance or where but for the existence of this Policy would have been provided by such insurance.

#### **INSURED'S COMPLIANCE**

8. You shall at all times in addition to Your obligations set out in 6 above provide such information to and co-operate with Us or Our appointed agents to allow Us to be able to comply with all obligations placed upon the Insured pursuant to the provisions of the Personal Injuries Assessment Board Acts 2003 – 2019 and the Civil Liability and Courts Act 2004. All notices and communications received from the Personal Injuries Assessment Board (PIAB) as regards
- (a) the bringing of a claim by any party to PIAB;
  - (b) the making of any assessment by PIAB; or
  - (c) the Insured's further acceptance or rejection of the assessment must be immediately forwarded to Us.

**LONG TERM AGREEMENT CLAUSE**

9. Where the Schedule shows that this General Condition is operative a discount has been allowed from the premium in consideration of You having undertaken to offer the renewal of this insurance at the same terms and conditions for the period stated and to pay the premium annually in advance provided that:
- (i) the Sum Insured may be adjusted at any time to correspond with any reduction or increase in:
    - (a) value if this insurance covers property Damage
    - (b) the Business if this insurance covers Business Interruption
  - (ii) this undertaking shall apply to any insurance or insurances issued by Us in place of this policy
  - (iii) the premium shall be subject to revision at any time following any alteration in physical hazard and/or increase in liabilities;
  - (iv) at any renewal date We may require revised terms or conditions and if You do not accept such terms or conditions the agreement set out in this Condition shall lapse;
  - (v) We shall be under no obligation to accept an offer made under this Condition.

**SUBJECTIVITIES**

10. It is a condition precedent to Our liability that You
- (i) provide Us by the required date(s) with any additional information requested
  - (ii) complete by the required date(s) any actions agreed between You and Us; and
  - (iii) allow Us to complete any actions agreed between You and Us.

If required by Us, You must allow Us access to the Premises, Your contract sites, and/or the Business to carry out survey(s) within 60 days of the inception or renewal date unless We agree otherwise in writing.

Upon completion of these requirements (or if they are not completed by the required dates), We may, at Our option:

- (i) modify Your premium,
- (ii) issue a mid-term amendment to Your policy or Section terms and conditions
- (iii) require You to make alterations to the Premises insured or to the Business by the required date(s)
- (iv) exercise Our right to cancel Your policy
- (v) leave the policy or Section terms and conditions and Your premium unaltered

We will contact You with Our decision and where applicable specify the date(s) by which:

- (i) any action(s) agreed must be completed by You and/or
- (ii) any decision by Us will take effect.

Our requirements and decisions will take effect from the date(s) specified unless and until We agree otherwise in writing. If You disagree with Our



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requirements and/or decisions, We will consider Your comments and where We consider appropriate, will continue to negotiate with You to resolve the matter to Your and Our satisfaction. In the event that the matter cannot be resolved

- (i) You have the right to cancel this policy from a date agreed by You and Us and providing no claims have been made We will refund a proportionate part of the premium paid for the unexpired period of cover.
- (ii) We may at Our option exercise Our right under General Condition 4 - Cooling Off Period and Cancellation.

The above Condition does not affect Our right to the remedies as specified in General Conditions 2 and 12.

#### **FINANCIAL OR TRADE SANCTIONS**

11. We shall not provide coverage or be liable to provide any indemnity or payment or other benefit under this Policy if and to the extent that doing so would breach any prohibition or restriction imposed by law or regulation.

If any such prohibition or restriction takes effect during the Period of Insurance either You or Us may cancel that part of this Policy which is prohibited or restricted with immediate effect by giving written notice to the other at their last known registered address.

After such cancellation We shall subject to any applicable minimum premium payment requirements refund a proportionate amount of the premium for the unexpired Period of Insurance provided that

- (i) no circumstances that could reasonably be considered as being likely to give rise to a claim under the Policy have been notified to Us by You and
- (ii) no claims have been paid by Us or have accrued and are outstanding awaiting payment in respect of such claims prior to the date on which such prohibition or restriction took effect

#### **FRAUD**

12. If a claim is in any respect fraudulent or if any fraudulent means or devices be used by You or anyone appointed to act on Your behalf to obtain any benefit under this Policy or if any Damage, claim or loss is occasioned by the wilful act or connivance of You, We will:

- (a) have no liability to pay any part of or the whole of the fraudulent claim
- (b) be entitled to refuse all claims arising after the fraudulent action
- (c) remain liable for legitimate claims before the fraudulent action
- (d) terminate the Policy from the date of the fraudulent action whether or not the Policy had expired before the discovery of the fraud.

**INSURANCE ACT 1936**

13. In accordance with Section 93 of the Insurance Act 1936, it is understood and agreed that all monies which become, or may become, due and payable by Us under this Policy shall be payable and paid in the Republic of Ireland.

**STAMP DUTY**

14. Stamp Duty has been or will be paid to the Revenue Commissioners in accordance with the provisions entered into with them under Section 5 of the Stamp Duties Consolidation Act 1999

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## GENERAL EXCLUSIONS

### 1 RADIOACTIVE CONTAMINATION

This insurance does not cover Damage cost expense or indemnity against any 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:

- (a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- (b) the radioactive toxic explosive or other hazardous or contaminating properties of any nuclear installation reactor or other nuclear assembly or nuclear component thereof
- (c) the use of any explosive nuclear weapon or device or the emission discharge dispersal or escape of fissile material emitting a level of radioactivity
- (d) the emission discharge dispersal release or escape of any solid liquid or gaseous chemical compound which when suitably distributed is capable of causing incapacitating disablement or death amongst people or animals
- (e) the emission discharge dispersal release or escape of any pathogenic (disease producing) micro-organism(s) and chemically synthesised toxin(s) (including genetically modified organisms and chemical synthesised toxin(s) (including genetically modified organisms and chemically synthesised toxins)

### 2 SONIC BANGS

This insurance does not cover Damage directly caused by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

### 3 WAR & SIMILAR RISKS

- (a) This insurance does not cover Damage or indemnity against any legal liability directly or indirectly occasioned by happening through or in consequence of war invasion act of foreign enemies hostilities or war like operations (whether war be declared or not) civil war mutiny civil commotion assuming the proportions of or amounting to popular rising military rising insurrection rebellion revolution military or usurped power martial law confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any Government or public or local authority.
- (b) This insurance also excludes Damage cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with any action taken in controlling preventing suppressing or in any way relating to 3 (a) above.

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#### 4 **CYBER AND DATA**

This insurance does not cover any loss, damage, liability, claim, fines, penalties, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any:

- (a) 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;  
or
- (b) loss of use, reduction in functionality, repair, replacement, restoration, reproduction, loss or theft of any Electronic Data, including any amount pertaining to the value of such Electronic Data;
- (c) loss of, alteration of, or damage to or a reduction in the functionality, availability or operation of a Computer System;

regardless of any other cause or event contributing concurrently or in any other sequence thereto.

If We allege that by reason of this exclusion that loss sustained by You is not covered by this policy, the burden of proving the contrary shall be upon You.

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

#### Definitions

##### **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 You or any other party.

##### **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**

- (i) 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
- (ii) 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.

##### **Electronic 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.

**5 TERRORISM**

This insurance excludes Damage, liability, cost or expense of whatsoever nature occasioned by or happening through or in consequence directly or indirectly of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss

This insurance also excludes Damage cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with any action taken in controlling preventing suppressing or in any way relating to any act of Terrorism.

In any action suit or other proceedings where We allege that by reason of this definition any Damage is not covered by this insurance the burden of proving that such Damage is covered shall be upon You.

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

**6 DATE RECOGNITION EXCLUSION**

This insurance shall not cover liability of whatsoever nature or any physical Damage or any consequential loss directly or indirectly caused by or consisting of or arising from the failure of any computer, data processing equipment or media, microchip, integrated circuit or similar device or any computer software, whether belonging to You or not, to

- (a) correctly recognise any date as its true calendar date; or
- (b) capture, save or retain and/or correctly to manipulate, interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date; or
- (c) capture, save, retain or correctly to process any data as a result of the operation of any command which has been programmed into any computer software, being a command which caused the loss of data or information or command or instruction or the inability to capture, save, retain or correctly to process such data or information, command or instruction on or after any date; or
- (d) otherwise function correctly.

But this section shall not exclude:

- A. any ensuing physical Damage to property insured under Section A;
  - (i) resulting from a Defined Peril, and
  - (ii) which is not otherwise excluded;

nor

- B. any consequential loss, as covered under Section F of this insurance, which may arise from such ensuing physical Damage.

Provided that nothing in this or any other provision or extension of this insurance shall be construed to extend Our liability to cover any costs and expenses, whether preventative, remedial or otherwise arising out of or relating to change, alteration or modification of any computer system, hardware, program, or software or any microchip, integrated circuit or similar device in computer or non-computer equipment, whether Your property or not.

**7 DISEASE EXCLUSION**

This insurance does not cover any loss (including business interruption loss, loss of value and loss of use), Damage, claim, cost or expense of whatsoever nature, directly or indirectly caused by or in any way contributed to by, resulting from, arising out of, or in connection with:

- 1) any Communicable Disease
- 2) any fear or threat (whether actual or perceived) of any Communicable Disease
- 3) any advice given or action taken (whether or not by a competent authority) in controlling, preventing, or suppressing the occurrence, outbreak, spread or effects of any Communicable Disease
- 4) the cleaning, disinfecting, decontaminating, repair, replacement, recall, inspecting, testing and checking of property which is or is feared to have been affected by any Communicable Disease

Where Optional Extension 4 to Section F – Business Interruption is operative this exclusion shall not apply to the cover granted by that extension except that we shall in no circumstances (including under Optional Extension 4) be liable for any loss Damage, claim, cost or expense of whatsoever nature, directly or indirectly caused by or in any way contributed to by, resulting from, arising out of, or in connection with an occurrence of any disease, including an Insured Communicable Disease, from the point at which that occurrence forms part of an Epidemic or Pandemic.

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## SECTION A MATERIAL DAMAGE

### DEFINITIONS

#### **Buildings**

The Buildings at the Premises shown in the Schedule and including:

- (a) landlord's fixtures and fittings in or on the building
- (b) Outbuildings, extensions and annexes
- (c) telephone, gas, water, sewage and electrical instruments, meters, piping, cabling and the like and all accessories pertaining to them including similar property in adjoining yards or roadways or underground and relating to the Premises
- (d) concrete, paved or asphalt roads, yards, vehicle parks, pavements or paths
- (e) outdoor tennis courts and swimming pools
- (f) fixed glass, sanitaryware and signs
- (g) walls, gates and fences
- (h) street furniture

all Your property or for which You are responsible

#### **Outbuildings**

Any structure which does not incorporate permanent foundations below ground level and/or which is not capable of being properly secured

#### **Computer Equipment**

All computer hardware used in connection with the Business including laptops, peripherals, accessories and software

#### **Other Contents**

- (a) Machinery, plant, fixtures, fittings and other trade equipment
- (b) Tenants Improvements, being structural fixtures, fittings, alterations and decorations in or on the building
- (c) All office equipment (including Computer Equipment) and other contents
- (d) Furniture
- (e) The contents of Outbuildings
- (f) The contents of open yards
- (g) Documents, Manuscripts and Business Books for an amount not exceeding €25,000 in respect of any one occurrence but only for the value of the materials as stationery together with the cost of clerical labour expended in writing up and not for the value to You of the information they contain
- (h) Computer systems records for an amount not exceeding €25,000 in respect of any one claim but only for the value of the materials together with the cost of clerical labour and computer time expended in reproducing such records and not for the value to You of the information the records contain

- (i) patterns, models, moulds, plans and designs for an amount not exceeding €10,000 in respect of any one occurrence but only for the value of the materials together with the cost of labour expended for reinstatement;
- (j) directors', partners', employees', visitors' and customers' personal effects, pedal cycles, tools and instruments to a maximum sum of €500 in respect of any one person.  
Notwithstanding Exclusion 21 of this Section the Excess in respect of these items is €50 any one loss.
- (k) Wines, spirits, cigarettes and tobacco held for entertainment purposes for an amount not exceeding €350 any one claim.
- (L) To the extent that they are not otherwise insured motor vehicles and motor chassis and their contents
- (M) fine art and jewellery for an amount not exceeding €5,000 in respect of any one occurrence.

All belonging to You or for which You are responsible but excluding any property which is more specifically insured.

## **COVER**

In the event of accidental Damage to the property insured described in the Schedule by any of the Defined Perils which are covered only if they are specified as being applicable in the Schedule which occurs at the Premises during the Period of Insurance by any accidental cause not otherwise excluded We will pay You the value of the property at the time of Damage or the amount of the Damage or, at Our option, replace or reinstate the property.

Provided that Our liability in any one Period of Insurance shall not exceed in respect of any one item its Sum Insured or in the whole the Total Sum Insured or any other stated Limit of Liability.

## **CLAIMS SETTLEMENTS**

In respect of Buildings and Other Contents:

*N.B. The provisions of this clause do not apply to directors', partners', employees', visitors' or customers' personal effects, pedal cycles, tools and instruments.*

In the event of the property insured under each item of the Schedule on Buildings and Other Contents being the subject of Damage giving rise to Our liability under this section the basis upon which Our liability in respect of each of the said items is to be calculated shall be the Reinstatement of the property which has been the subject of Damage.

For the purposes of this clause:

"Reinstatement" means:



- 
- (a) in the case of destruction, the rebuilding of or replacement by similar property, in either case in a condition equal to but not better or more extensive than its condition when new;
  - (b) where property is damaged, the repair of the damage or restoration of the damaged portion of the property to a condition substantially the same as but not better or more extensive than its condition when new.

#### SPECIAL PROVISIONS

- 1 No payment shall be made beyond the value of the property insured at the time of Damage
  - (a) until the cost of Reinstatement has actually been incurred
  - (b) unless Reinstatement (which, subject to Our liability not being thereby increased, may be carried out upon another site and in any manner suitable to Your requirements) commences and proceeds without unreasonable delay
  - (c) if at the time of its Damage the property shall be insured by any other insurance effected by or on Your behalf which is not upon the same basis of Reinstatement
- 2 When any property insured is damaged in part only, Our liability shall not exceed the sum We could have been called upon to pay for reinstatement if such property had been wholly destroyed.
- 3 In respect of each item to which this clause applies, for the purposes of General Condition 7(f) – Underinsurance, the Sum Insured shall include Your assessment of the cost of reinstatement of the property insured, arrived at in accordance with paragraph (a) of the Reinstatement definition (see above) together with, insofar as the insurance by the item provides, due allowance for:
  - (a) the additional cost of reinstatement to comply with Local Authority requirements;
  - (b) professional fees;
  - (c) debris removal costs.

#### **DAY ONE BASIS:**

If the Schedule shows Day One Basis as applicable the following provisions apply:

- 1 “Declared Value” means:  
Your assessment of the cost of reinstatement of the property insured, arrived at in accordance with paragraph (a) of the Reinstatement definition (see below) at the level of costs applying at the inception of the Period of Insurance (ignoring inflationary factors which may operate subsequently) together with, insofar as the insurance by the item provides, due allowance for:
  - (a) the additional cost of reinstatement to comply with Local Authority requirements;
  - (b) professional fees;
  - (c) debris removal costs.

- 2 The Declared Value for each item is as stated on the Schedule. At the inception of each Period of Insurance You shall notify Us of the Declared Value of the property insured by each of the said items. In the absence of a declaration the last amount declared by You shall be taken as the Declared Value for the ensuing Period of Insurance (suitably adjusted for Index Linking where appropriate).
- 3 In respect of each item to which this clause applies, General Condition 7(f) – Underinsurance – is amended to read:  
  
If at the time of loss the Declared Value of the property covered by such item is less than the cost of reinstatement at the inception of the Period of Insurance, then Our liability shall be proportionately reduced.
- 4 Where by reason of any of the above special provisions no payment is to be made beyond the amount which would have been payable under this Section if this clause had not been incorporated herein, Your and Our rights and liabilities in respect of the Damage shall be subject to the terms and conditions of this Section including General Condition 7 (f), as if this clause had not been incorporated herein except that the Sums Insured shall be limited to 115% of the Declared Values as stated on the Schedule.
- 5 In the event of loss Our liability in respect of each item to which this clause applies shall not exceed its Sum Insured. The Sum Insured applicable to each item to which this clause applies is calculated by applying a 15% uplift to the Declared Value as stated in the Schedule (unless a different uplift is specified in the Schedule).

## EXTENSIONS

(These Extensions apply to your policy automatically)

### 1 GLASS

We will pay for:

- (a) the cost of repair or replacement of lettering, alarm foil or other ornamentation work on glass provided that Our liability for any one occurrence shall not exceed €500
- (b) the reasonable costs of
  - (i) boarding up and temporary glazing pending replacement of broken glass; and
  - (ii) removing and re-fixing window fittings and other obstacles to replacing broken fixed glass.

### 2 LOCAL AUTHORITIES

The insurance in respect of Buildings and machinery and plant extends to include such additional cost of reinstatement of the insured property which has been the subject of Damage as may be incurred solely by reason of the necessity to comply with Building Regulations or local authority or other statutory requirements. Provided that:-

- 1 The amount recoverable under this Extension shall not include:-
  - (a) the cost incurred in complying with any of the aforesaid regulations or requirements
    - (i) in respect of Damage occurring prior to the granting of this Extension;

- (ii) in respect of Damage not insured by this Section;
  - (iii) under which notice has been served upon You prior to the happening of the Damage;
  - (iv) in respect of undamaged property or undamaged portions of property other than foundations (unless foundations are specifically excluded from the insurance by this Material Damage Section) of that portion of the property destroyed or damaged;
- (b) the additional cost that would have been required to make good the property which has been the subject of Damage to a condition equal to its condition when new had the necessity to comply with any of the aforesaid Regulations or requirements not arisen; and
- (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 Regulations or requirements referred to.
- 2 The work of reinstatement must be commenced and carried out within a reasonable period and in any case must be completed within twelve months after the Damage or within such further time as We may (during the said twelve months) agree in writing and may be carried out wholly or partially upon another site (if the aforesaid Regulations or requirements so necessitate) subject to Our liability under this Extension not being thereby increased.
- 3 If Our liability under any item of the Schedule apart from this Extension shall be reduced by the application of any of the terms and conditions of this Section, then Our liability under this Extension in respect of any such item shall be reduced in like proportion.
- 4 The total amount recoverable under this section for any property insured shall not exceed the Sum Insured shown against that item.

### **3 TEMPORARY REMOVAL**

- 1 The property insured by this Section (other than Stock in Trade) is covered whilst temporarily removed from the Premises at which it is usually located or whilst in transit by land or inland waterway to any other premises in the Republic of Ireland for cleaning, renovation, repair or other similar purposes.
- Provided that Our liability in respect of any Damage occurring elsewhere than at any of the Premises stated in the Schedule shall not exceed 10% of the Sum Insured by the item under which cover normally applies after deducting therefrom the value of any Buildings (exclusive of fixtures and fittings) or Stock in Trade insured thereby.
- This extension does not apply to property which is otherwise insured nor in respect of Damage occurring elsewhere than at the Premises from which the property is temporarily removed to:-
- (a) motor vehicles and motor chassis licensed for normal road use; and
  - (b) property held by You in trust other than machinery and plant.

- 2 Computer systems records, deeds and other documents (including stamps thereon) manuscripts, plans and writings of every description and books (written and printed) insured by this Section are covered whilst temporarily removed to any premises not in Your occupation and whilst in transit by land or inland waterway all in the Republic of Ireland.

Provided that Our liability in respect of any Damage to such property shall not exceed 10% of its value.

**4 ARCHITECTS', SURVEYORS' AND CONSULTANTS' FEES**

The Sum Insured by each item of the Schedule for Buildings and machinery includes an amount in respect of Architects', Surveyors', Consulting Engineers', Legal and Other Fees necessarily and reasonably incurred in the reinstatement of the property insured consequent upon its Damage as insured by this Section but not for preparing any claim.

Provided that Our total liability for such Damage and fees shall not exceed in the aggregate

- a) the amount payable for such fees authorised under the Scale of Professional Charges of the Royal Institute of Architects of Ireland, the Society of Chartered Surveyors of Ireland, the Association of Consulting Engineers of Ireland and the Law Society; or
- b) the Sum Insured by each item.

whichever is the less.

**5 DEBRIS REMOVAL**

The insurance of the property insured (other than Loss of Rent, if insured) extends to include costs and expenses necessarily incurred by You with Our consent in:

- a) removing debris
- b) the clearing of drains and sewers providing services to or from the Buildings and for which You are responsible
- c) dismantling and/or demolishing; and
- d) shoring up or propping

of the portion or portions of the property insured that have sustained Damage insured by this Section.

Provided that

- i) We will only pay such costs following Damage which is insured by this Section
- ii) in respect of Damage to property insured comprising roads, yards, vehicle parks, pavements, gardens and the like Our liability in respect of any one occurrence shall not exceed
  - (1) 10% of the Sum Insured for Buildings or
  - (2) €100,000
 whichever is less

- iii) in respect of premises leased or rented by You to others cover includes the property of others not owned by You but for which You are responsible up to an amount not exceeding €25,000 for any one occurrence
- iv) We will not pay for any costs or expenses
  - (1) incurred in removing debris elsewhere than from the site of such property which has been the subject of Damage and the area immediately adjacent to such site
  - (2) in respect of drains and sewers beyond a half mile radius of the site of the insured property
  - (3) arising from Damage to property not insured by this insurance
- v) Our liability under this Extension shall in no case exceed the Sum Insured or Declared Value (whichever is lower) in respect of that item

## **6 TRANSFER OF INTEREST**

If at the time of Damage to any Building insured under this Section, You shall have contracted to sell Your interest in such Building and the purchase shall not have been but shall be subsequently completed, on the completion of the purchase the purchaser shall be entitled to the benefit of this insurance up to the date of completion so far as it relates to such Damage.

Provided that

- i) the property is not otherwise insured by or on behalf of the purchaser against such Damage; and
- ii) this Extension shall not prejudice the rights and liabilities of You or Us under this Section.

## **7 WORKMEN**

Any trades person(s), company, firm or organisation may be allowed on the Premises and instructed by You to effect repairs and minor structural alterations in all or any of the Buildings without prejudice to this insurance.

## **8 AUTOMATIC REINSTATEMENT OF SUM INSURED**

In consideration of the insurance not being reduced by the amount of any Damage You shall pay the appropriate extra premium on the amount of the Damage from the date of the Damage to the date of the expiry of the Period of Insurance.

## **9 CAPITAL ADDITIONS**

This Section extends to cover the following property situated anywhere in the Republic of Ireland:-

- (a) any newly erected and/or newly acquired Building and/or machinery; and
- (b) alterations, additions and improvements to Buildings and/or machinery but not in respect of any appreciation in value;

Provided that:

- 1 Our maximum liability at any one situation shall not exceed :-
  - (a) 10% of the total Buildings and Other Contents Sums Insured by this Section, or
  - (b) €250,000
 whichever is the lower.

- 2 You provide particulars of any property in respect of which this extension is sought as soon as practicable and, in any event, at intervals of not more than 6 months and to effect specific insurance thereon retrospective to the date of the commencement of Your responsibility.

**10 MACHINERY RE-ERECTION COSTS**

The insurance on Other Contents by this Section extends to include the cost of re-erection and of fixing of machinery and plant in consequence of Damage insured by this Section. Provided that Our liability in respect of any Damage shall not exceed the Sum Insured in respect of Other Contents.

**11 CONTRACT SALE PRICE**

Where You have agreed the sale of but not delivered goods and as a result of Damage the sale is cancelled under the terms of the sale contract, either wholly or to the extent of the Damage, Our liability will be based on the Contract Price. Provided that We shall not pay more than the Sum Insured shown against Stock in Trade in the Schedule.

**12 ACCIDENTAL DISCHARGE OF GAS SYSTEMS**

In the event of accidental discharge of any gas flooding system installed solely for the protection of the property insured We will pay the cost of re-filling the cylinder(s) of the system. Provided that Our maximum liability for any one occurrence shall not exceed €5,000.

**13 EMERGENCY SERVICES**

We will pay costs and expenses You incur to restore or repair grounds, landscaped gardens, pavements, road surfaces and any other property comprising the Premises damaged by the emergency services attending as a result of insured Damage to the Premises. Provided that Our maximum liability shall not exceed €5,000.

**14 FIRE BRIGADE**

We will pay the costs charged by the Fire Brigade and other Emergency Services directly relating to the extinguishing or fighting of fire at the Premises in circumstances which have given rise to or would have given rise to Damage to the property insured by any cause not excluded

Provided that We shall not be liable for any charges in excess of

- (a) the Fire Brigade and other Emergency Services normal scale of charges; and
- (b) €20,000 unless a different sum insured is specified in the Schedule

**15 THEFT DAMAGE TO BUILDINGS**

We will pay for Damage to Buildings for which You are responsible caused in the furtherance of theft or attempted theft. Provided that such Damage is not covered by any other insurance.

Our liability under this Extension is limited to €10,000 in the aggregate during the Period of Insurance unless specified otherwise on the Schedule.

**16 LOSS AVOIDANCE**

We will indemnify You for costs You incur in taking reasonable but exceptional measures to avoid or mitigate impending Damage which would otherwise have resulted in a claim under this insurance. Provided that:

- (a) the impending Damage did not stem from any reasonably foreseeable cause
- (b) indemnity under this insurance would have been a natural outcome to be expected in the absence of such measures
- (c) We are satisfied that the Damage has been avoided or reduced in consequence of the measures taken
- (d) the terms, conditions and exclusions of this insurance shall apply as if Damage had occurred
- (e) the amount payable by Us shall be no greater than the cost that would have been incurred had the measures not been taken and Damage had occurred
- (f) Our liability is limited to €100,000 any one occurrence or series of events arising out of one occurrence.

**17 TRACE AND ACCESS**

In the event of Damage resulting from escape of water or oil as insured by this insurance We will pay all costs necessarily and reasonably incurred in locating the source of such Damage and making good.

Provided that Our liability is limited to €15,000 any one occurrence or series of events arising out of one occurrence.

**18 CHANGING LOCKS**

This insurance extends to cover the cost of changing locks at the Premises following the loss of keys during the Period of Insurance by:-

- (a) theft or any attempt thereat from the Premises or from Your home or that of an authorised director, partner or employee;
- (b) robbery whilst such keys are in Your personal custody or that of an authorised director, partner or employee;

Provided that:

- i) if such keys relate to a safe they shall not be left on the Premises overnight unless the Premises are occupied by You or an authorised employee in which case they shall be deposited in a secure place not in the vicinity of the safe.
- ii) Our liability is limited to €5000 in respect of any one loss.

**19 ADDITIONAL METERED WATER CHARGES**

The insurance by this Section extends to include additional metered water charges incurred by You and for which You are responsible as a result of Damage to the water installation at the Premises.

Provided that:

- i) The amount payable shall be ascertained by comparing the charge made by the water authority on their account for the period during which the loss of metered water occurred with the charges for the

previous period adjusted for any relevant factors affecting Your normal consumption of water during the periods concerned

- ii) Damage in respect of any Building which is unoccupied is excluded
- iii) Our maximum liability under this Extension shall not exceed €10,000 in the aggregate during any one Period of Insurance
- iv) You shall take all practical steps to remedy the Damage to the installation as soon as it is discovered.

## **20 EXTINGUISHMENT EXPENSES**

We will pay the reasonable costs You incur for refilling fire extinguishment appliances and replacing used sprinkler heads but excluding

- (a) costs other than as a direct result of Damage caused by a Defined Peril; and
- (b) any amount in excess of €5,000.

## **21 TEMPORARY REPAIRS**

We will pay the reasonable and necessary costs You incur (with Our consent) in making temporary repairs and erecting temporary buildings and/or contents following Damage subject to a limit of €25,000

## **22 EXHIBITIONS**

This insurance extends to cover Damage to

- (a) Other Contents, and
- (b) Stock in Trade

whilst at exhibitions within the Republic of Ireland, including whilst in direct transit between Your Premises and the Exhibition site.

Provided that Our liability shall not exceed €5,000 in respect of any one exhibition.

## **23 COLLUSION**

We will indemnify You in the event of Damage by theft caused during the Period of Insurance by or in collusion with any director, partner or employee of the Insured and discovered within fourteen days. Provided that We shall not be liable unless such Damage is accompanied by visible evidence of forcible and violent entry to or exit from the Premises.

## **24 CUSTOMERS GOODS**

If cover is provided on the Schedule for Stock, then the insurance provided by this Section extends to any property which You hold on behalf of Your customers and for which You are responsible.

This Extension shall not apply until all other valid and collectible insurance in respect of such property has been exhausted.

Our liability under this Extension is limited to €10,000 in the aggregate during the Period of Insurance unless specified otherwise on the Schedule.

## **25 DRAINS**

The insurance provided by this Section extends to any reasonable costs and expenses of cleaning drains, sewers or gutters for which You are legally



responsible and which You incur as a direct result of Damage to insured Buildings caused by an Defined Peril.

Our liability under this Extension is limited to €5,000 in respect of any one item and €10,000 in the aggregate during the Period of Insurance unless specified otherwise on the Schedule.

## **26 RENT PAYABLE**

The insurance under this Section is extended to cover Rent Payable, provided that

- i) We will not pay for any amount which You would not have been obliged to pay had You exercised any rent cesser clause, or similar provisions discharging You from liability to pay rent, contained in Your lease at the earliest opportunity.
- ii) We will only pay if the Buildings or any part thereof is unfit for occupation in consequence of Damage for which We have accepted liability under this Section.
- iii) Our liability shall not exceed such proportion of the Sum Insured on Rent Payable as the period necessary for reinstatement bears to the term of Rent Payable insured.
- iv) Our liability shall not exceed the Sum Insured for this item on the Schedule.

## **27 SANITARY FITTINGS**

The insurance provided by this Section extends to include breakage of sanitary fittings at the Premises as specified in the Schedule including;

- (a) The reasonable cost of boarding up rendered necessary by such breakage
- (b) The reasonable cost of repairing or replacing frames and framework consequent upon the breakage of sanitary fittings

Our liability under this Extension does not cover;

- i) The amount of the Excess specified in the Schedule
- ii) Consequential loss of any kind or description except as stated herein to the contrary
- iii) Any breakage arising directly or indirectly from: -
  - 1) alterations or repairs to the Premises or occurring whilst the Premises are empty or not in use
  - 2) defects in frames, framework or other fittings
- iv) Any amount in excess of €5,000 in respect of any one claim during the Period of Insurance unless specified otherwise on the Schedule.

## **28 STOCK DEBRIS REMOVAL COSTS**

If Stock is shown as insured on the Schedule, We will indemnify You for the reasonable and necessary costs and expenses which You incur with Our consent in removing debris of Stock which has sustained Damage by a Defined Peril.

We will not pay for costs or expenses:-

- (a) Incurred in removing debris except from the site of Damage and the surface of the area immediately adjacent to such site;
- (b) arising from pollution or contamination of property not insured by this Section.
- (c) which are increased as a result of pollution or contamination of the Stock debris.

Our liability under this Extension shall not exceed €100,000 or 10% of the Total Sum Insured in respect of Stock, whichever is lower, in the aggregate during the Period of Insurance unless specified otherwise on the Schedule

## **OPTIONAL EXTENSIONS**

(These Extensions apply only if specified as applicable in the Schedule)

### **Seasonal Stock Increase**

The Sum Insured in respect of Stock is increased by 25% during the months of November, December and January or for any other period as agreed by Us and stated in the Schedule.

### **Landlords' Non-Invalidation**

If the Premises are not occupied by You and are let to a third party, then the Insurance provided by this Section shall not be invalidated or prejudiced by any conduct, act or omission of any tenant, licensee, lawful occupant or visitor to the Premises, unless giving rise to a change in the nature of the risk that occurs without Your knowledge and by a cause beyond Your control always provided that You give Us immediate notice upon discovery of the change, and in any case no later than within 7 (seven) days.

## **CONDITIONS**

(The following Conditions apply to all policies)

### **1 NOTICE OF OCCUPANCY**

It is a condition precedent to Our liability that You tell Us immediately when any of the Buildings becomes unoccupied or when any unoccupied portion of such Buildings becomes occupied. We will adjust the premium if necessary based on the new circumstances.

### **2 DESIGNATION OF PROPERTY**

For the purpose of determining where necessary the item under which property is insured, We agree to accept the designation under which such property has been entered in Your books.

**3 FIRE EXTINGUISHING APPLIANCES**

It is a condition precedent to Our liability that fire extinguishing appliances shall be maintained in efficient working order throughout the Period of Insurance. This insurance shall not be prejudiced or invalidated by any defect in the said appliances due to any circumstances unknown to You or beyond Your control.

**4 AUTOMATIC SPRINKLER SYSTEMS**

It is a condition precedent to Our liability that in respect of any installation or installations of Automatic Sprinklers:

1. You will maintain such installation in good working order
2. You undertake to:-
  - i) Make a test every week for the purpose of ascertaining that the Alarm Bell or Siren is in working order and that Stop Valves controlling the individual water supplies and the installation are fully open;
  - ii) Make half-yearly tests for the purpose of ascertaining that each water supply is in order, and record the particulars of each test;
  - iii) Make a test every weekday (HOLIDAYS excepted) of
    - (a) the Fire Brigade connection;
    - (b) the circuit between the alarm switch and the control unit and
    - (c) the batteries in respect of each approved system for the transmission of alarm signals from sprinkler installations to a Fire Brigade.

Note 1: It is permissible for test (a) to be carried out by the Fire Brigade if they are prepared to give a written undertaking to perform the duty.

Note 2: Where the circuits in (a) and (b) are continuously monitored tests need only to be made once per week;

- iv) Remedy promptly any defect revealed by such tests;
- v) Notify Us before any installation is rendered inoperative or immediately in the event of any emergency;
- vi) Allow Us access to the Premises at all reasonable times for the purpose of inspecting the sprinkler installation; and
- vii) take all reasonable steps to prevent frost and other Damage to the installations.

This insurance will not be prejudiced by any defect in the Automatic Sprinklers due to any circumstances unknown to You or beyond Your control.

**5 APPLICATION OF UNDERINSURANCE CONDITION**

The Sum Insured under each Item shown on the Schedule is separately subject to General Condition 7(f).

**6 SUBROGATION WAIVER**

In the event of a claim arising under this Section We agree to waive any rights, remedies or relief to which We might have become entitled by subrogation against:-

1. any company standing in the relation of Parent to Subsidiary (Subsidiary to Parent) to You or any company which is a Subsidiary of a Parent Company of which You are Yourself a Subsidiary in each case within the meaning of Section 155 of the Companies Acts 1963 to 1990 as current at the time of Damage.
2. any tenant.  
Provided that
  - (i) the Damage did not result from a criminal fraudulent or malicious act of the tenant; and
  - (ii) the tenant contributes to the cost of insuring Your property insured against the event which caused the Damage

**7 PROTECTIONS**

It is a condition precedent to Our liability that whenever the Premises are closed for business or left unattended all security devices provided to protect the Premises are properly fitted and put into full operation.

**8 OTHER INTERESTS**

We will automatically cover the interests of any third parties You are required to include in this insurance in consequence of any mortgage, hiring, leasing or similar agreement. Provided that You shall advise Us of the name of any interested party and the nature and extent of their interest in the event of Damage.

**9 BRAND OR TRADEMARK**

In the case of Damage to property bearing a brand or trademark which in any way carries or implies the guarantee or the responsibility of the manufacturers or You, the salvage value of such property which has been the subject of Damage shall be determined after removal in the customary manner of all such brands or trademarks or other identifying characteristics or withdrawal of guarantees or implied responsibilities.

**10 MINIMUM STANDARDS OF SECURITY**

It is a condition precedent to Our liability that the following security measures are in place at the Premises unless otherwise agreed by Us

- (i) The final exit door of the Premises must be secured with one of the following
  - (a) a mortice deadlock which has 5 or more levers and/or conforms to British Standard BS3621 for timber or steel framed doors
  - (b) a cylinder operated mortice deadlock or deadlocking multipoint locking system with a minimum of three locking points for aluminium or UPVC framed doors; and
  - (c) a close shackle padlock with a minimum shackle thickness of 10mm together with the manufacturer's corresponding locking

bar irrespective of the door construction.

- (ii) All external doors and all internal doors giving access to any part of the Buildings not occupied by You for the purpose of the Business must be secured with either
  - (a) any of the locking arrangements specified in (i) above according to the construction of the doors, or
  - (b) two key operated security bolts for doors fitted internally one fitted near the top and the other near the bottom of the door.
- (iii) Where any of the doors described in (i) or (ii) above are of double leaf construction
  - (a) the first closing leaf must be secured with two key operated security bolts fitted internally and shooting vertically one at the top and the other at the bottom of the door, and
  - (b) the final closing leaf must be secured with either
    - (1) any of the locking arrangements specified in (i) above according to the construction of the doors; or
    - (2) two key operated security bolts fitted internally and shooting vertically one at the top and the other at the bottom of the door.
- (iv) All ground floor and basement opening windows/skylights and readily accessible opening windows/skylights on other floors (see below) must be secured with either key operated locking devices or other locking devices which rely upon a removable component for their security.

Readily accessible opening windows/skylights are those that can be reached from the ground without the use of a ladder or via extension balconies, downpipes, external staircases and fire escapes, canopies, outbuildings, garages, walls, nearby trees or roofs, adjoining or next door premises.

This requirement does not apply to windows/skylights which are protected by solid steel bars, grilles, locked gates, shutters, expanded metal or weld mesh.

Any door or window designated as a fire exit following a fire risk assessment is excluded from these requirements. Fire exit doors and windows must be secured by means of a device suitable for use in emergency escape situations whenever that part of the Premises is left unattended.

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## EXCLUSIONS

We will not pay in respect of:

- 1 Damage caused by the bursting of any boiler, economiser or other vessel machine or apparatus belonging to You or under Your control in which internal pressure is due to steam only but this shall not exclude
  - (i) Damage caused by explosion of any boiler used for domestic purposes only; and
  - (ii) subsequent Damage itself resulting from a cause not otherwise excluded.
  
- 2 Damage attributable solely to change in the water table level
  
- 3 Damage caused by or consisting of
  - (a) wear and tear; frost; wet or dry rot; dampness or dryness; or any other gradually operating cause;
  - (b) corrosion; rust; shrinkage; evaporation; loss of weight; marring; scratching;
  - (c) change in:
    - (i) temperature
    - (ii) colour
    - (iii) texture, or
    - (iv) finish
  - (d)
    - (i) moth
    - (ii) vermin
    - (iii) insects
    - (iv) fungal attack, or
    - (v) mould
 however caused;
  - (e) inherent vice; latent defect; faulty or defective design or materials
  - (f) faulty or defective workmanship; operational error or omission on Your part or the part of any of Your employees;
  - (g) joint leakage; failure of welds; cracking; fracturing; collapse or overheating of boilers, economisers, superheaters, pressure vessels or any range of steam and feed piping in connection therewith; and
  - (h) mechanical or electrical breakdown or derangement

but this shall not exclude subsequent Damage which itself results from a cause not otherwise excluded.
  
- 4 Damage caused by any kind of seepage or any kind of pollution and/or contamination but this shall not exclude Damage to the property insured specified in the Schedule caused by

- 
- (a) pollution or contamination which itself results from a Defined Peril; or
  - (b) a Defined Peril which itself results from pollution or contamination
- 5 Damage by storm, wind, rain, hail, sleet, snow, flood or dust to movable property in the open, gates, fences or posts unless caused by falling trees or there is Damage to structural parts of the Buildings at the same time.
- 6 Theft or attempted theft which does not involve either
- (a) entry to or exit from the Premises by forcible and violent means; or
  - (b) actual or threatened assault or violence.
- 7 Theft or attempted theft from any part of the Buildings not occupied by You for the purposes of the Business.
- 8 Damage caused by or consisting of acts of fraud, dishonesty or deception other than by theft by or in collusion with Your directors, partners or employees as provided for by Extension 23 of this Section.
- 9 Damage to property in transit other than whilst at the Premises or in the circumstances provided for by the following Extensions
- Extension 3 – Temporary Removal
- Extension 22 – Exhibitions
- 10 Damage to money and securities of any description
- 11 Damage caused by subsidence landslip or ground heave
- (a) to yards, car parks, roads, pavements, street furniture, outdoor swimming pools, outdoor tennis courts, walls, gates and fences unless also affecting the Buildings
  - (b) caused by or consisting of
    - (i) the normal settlement or bedding down of new structures
    - (ii) the settlement or movement of made up ground; or
    - (iii) coastal or river erosion
  - (c) resulting from
    - (i) demolition, construction, structural alteration or repair of any property; or
    - (ii) groundworks or excavation
 at the same premises.
  - (d) which originated prior to the inception of this cover

- 
- 12 Damage caused by or consisting of disappearance, unexplained or inventory shortage, misfiling or misplacing of information.
  - 13 Damage to a building or structure caused by its own collapse or cracking.
  - 14 Damage to property resulting from its undergoing any process of production, packing, treatment, testing, commissioning, servicing, alteration, cleaning or repair.
  - 15 Damage to fixed glass or sanitaryware:
    - (i) occurring during installation or removal; or
    - (ii) which was cracked or fractured prior to inception of this insurance; or
    - (iii) occurring whilst the Premises are empty or unoccupied unless specifically agreed.
  - 16 Damage by fire to property caused by its undergoing any process involving the application of heat.
  - 17 Damage to property or structures in course of construction or erection and materials or supplies in connection with all such property in the course of construction or erection.
  - 18 The cost of maintenance or routine alteration or decoration.
  - 19 Delay; loss of market; or any form of consequential loss, other than loss of rent when such loss is specifically included
  - 20 Damage to:
    - (a) livestock; growing crops; or trees
    - (b) vehicles licensed for road use; caravans; trailers; railway locomotives; rolling stock; watercraft or aircraft
    - (c) piers; jetties; bridges; culverts; or excavations
    - (d) property more specifically insured; or
    - (e) property which is or but for the existence of this policy would be insured under a marine policy or policies except in respect of any excess beyond the amount which would have been payable under the marine policy or policies had this policy not been effected.
  - 21 The amount of the Excess specified in the Schedule
  - 22 Damage caused by any of the following whilst any of the Buildings is empty or not in use:
    - (a) Riot, civil commotion, strikers, locked-out workers or persons taking part in labour disturbances or malicious persons; or



(b) Escape of water from any tank, apparatus or pipe.

23 Theft or attempted theft occasioned by use of a key, key code or key card.

## SECTION B MONEY AND ASSAULT

### SUB-SECTION 1 MONEY

#### DEFINITIONS

**Money**

Coin; bank and currency notes; postal and money orders; bankers' drafts; cheques; giro cheques; crossed warrants; bills of exchange; securities for money; postage revenue; national insurance and holiday with pay stamps; stamped national insurance and holiday with pay cards; national savings stamps or certificates; war bonds; premium savings bonds; franking machine impressions other than unused units in postage stamp franking machines; luncheon vouchers; trading stamps; and phone cards Your property or for which You are responsible in the course of the Business.

**Non Negotiable Items**

Crossed cheques; crossed Girocheques; crossed postal or money orders; crossed bankers' drafts; credit company sales vouchers; VAT invoices; and unused units in postage stamp franking machines, Your property or for which You are responsible in the course of the Business.

**Business Hours**

Your usual office hours and the working hours (including overtime) during which You, Your directors, partners or employees entrusted with Money and Non Negotiable Items are on the Premises for the purpose of the Business.

**In Transit**

In transit in Your personal custody, or the custody of Your authorised directors, partners or employees or collectors or of a specialist security organisation, or by post where You have retained proof of posting.

**Territorial Limits**

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

#### COVER

We will indemnify You up to the Limits stated in the Schedule against

- a) Loss of Non-Negotiable Items from any cause
- b) Loss of Money from any cause whilst in:-
  - i) The Premises during Business Hours whilst the Money is not in a locked safe or strong room or attended;
  - ii) The Premises during Business Hours whilst in a locked safe or strong room;

- iii) The Premises outside Business Hours contained in a locked drawer or cash box;
  - iv) The Premises outside Business Hours contained in unspecified locked safes, provided that the keys or any record of the safe combination have been removed from the Premises and are held in the personal custody of an authorised person;
  - v) The Premises outside Business Hours contained in locked safes or strong rooms, the details of which have been notified to and agreed by Us, provided that the keys or any record of the safe combination have been removed from the Premises and are held in the personal custody of an authorised person;
  - vi) Your private dwelling and in Your personal custody, or the private dwelling and personal custody of an authorised director, partner, employee or collector, outside Business Hours;
  - vii) In a gaming, amusement, vending or change machine specifically listed on the Schedule;
  - viii) In Transit within the Territorial Limits;
  - ix) In a Bank Night-safe within the Territorial Limits.
- c) The cost of repair or replacement in the event of Damage to safes, strong rooms, tills, cash registers, franking machines and special money-carrying cases if Damage results from theft or attempted theft of Money or Non-Negotiable Items.

occurring during the Period of Insurance.

## SUB SECTION 1 EXTENSION

### 1. EMPLOYEES EFFECTS

We will pay up to €500 in respect of Your clothing and personal possessions or those belonging to any director, partner or employee in the event of Damage caused as a result of theft or attempted theft of Money.

## SUB SECTION 1 CONDITIONS

### 1. RECORD KEEPING

It is a condition precedent to Our liability that

- (a) You keep a complete, accurate and up-to-date record of the Money and Non Negotiable Items; and
- (b) You deposit such record in a secure place other than in the safes and strongrooms containing the Money and Non Negotiable Items;

### 2. KEYS

It is a condition precedent to Our liability that outside Business Hours the safes and strongrooms must be kept locked and the keys of the safes and strongrooms removed from the Premises.

### 3. TRANSIT

It is a condition precedent to Our liability that when Money in excess of €5,000 is In Transit it shall be escorted as follows:-

<b>Amount In Transit</b>	<b>Minimum Escort</b>
€5,001 to €10,000	Two able bodied persons (including carrier)
€10,001 to €15,000	Three able bodied persons (including carrier)
€15,001 and over	Specialist Security Company

### 4. PROTECTIONS

It is a condition precedent to Our liability that whenever the Premises are closed for business or left unattended all security devices provided to protect the Premises are properly fitted and put into full operation.

## SUB SECTION 1 EXCLUSIONS

We will not pay in respect of:

1. Shortages due to clerical or accounting errors.
2. Loss due to the fraud or dishonesty of any of Your directors, partners or employees which is
  - (a) not discovered within fourteen working days of the incident;
  - (b) more specifically insured by any other insurance or insurances except in respect of any loss beyond the amount payable under such other insurance or insurances.
3. Loss of Money and or Non Negotiable Items from:-
  - (a) vending or gaming machines unless specifically stated in the Schedule;
  - (b) an Unattended Vehicle
4. Damage arising elsewhere than in the Republic of Ireland or Northern Ireland (in relation only to the Business operating from within the Republic of Ireland).
5. Unexplained loss or disappearance.
6. Loss arising from the use of any counterfeit, false or fraudulent payment which you are unable to collect or recover for any reason.

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## SUB-SECTION 2 ASSAULT

### DEFINITIONS

**Medical Expenses**

Expenses reasonably and necessarily incurred in respect of the Person Insured for medical, hospital, surgical, manipulative, massage, therapeutic, X-ray or nursing treatment, including the cost of medical supplies and ambulance hire.

**Territorial Limits**

The Republic of Ireland or Northern Ireland (in relation only to the Business operating from within the Republic of Ireland).

**Person Insured**

You or Your directors, partners or employees aged not less than 16 years nor more than 70 years.

**Permanent**

means lasting 24 calendar months and at the expiry of that period being beyond hope of improvement.

**Total Disablement**

means disablement which necessarily and continuously disables a Person Insured from attending to his or her usual occupation.

### COVER

If in connection with the Business the Person Insured suffers an assault within the Territorial Limits during the Period of Insurance and which independently of any other cause is the sole cause of Results (a) - (f) specified below We will pay:

- 1 compensation as detailed on the Schedule to You or Your legal representative, or at Your request the Person Insured or their legal representative, for any of the Results specified below.
- 2 Medical Expenses You or the Person Insured incurs as a direct consequence of the assault.

**Result(s)**

- (a) Death
- (b) Total and Permanent loss of all sight in one or both eyes.
- (c) Total loss by physical severance of a hand at or above the wrist or of a foot at or above the ankle or total and Permanent loss of use of one or both hands or feet.
- (d) Permanent Total Disablement other than shown in b) and c) above.
- (e) Damage to clothing and personal effects belonging to the Person Insured.
- (f) Temporary Total Disablement.

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## **COMPENSATION CLAUSES**

- 1 We will pay compensation for Result (f) Temporary Total Disablement:-
  - (a) for a period not exceeding 104 weeks from the commencement of the Result;
  - (b) when the total amount has been agreed or at Your request at intervals of not less than four weeks (but not in advance) commencing four weeks after We receive written notice of any injury.
- 2 We will not pay compensation for:-
  - (a) any of the Results (a) to (d) and (f) nor for any related Medical Expenses unless such Result(s) occur within two years of occurrence of the injury which causes such Result(s);
  - (b) more than one of Result(s) (a) to (d) and when one of those Results is payable We will not pay for any of the Result(s) caused by any subsequent injury to such Person Insured.
- 3 If We pay compensation for Result (f) the amount We have paid will be deducted from any compensation payable for Result(s) (a) to (d) arising from the same assault.

## **SUB SECTION 2 CONDITIONS**

- 1 In the event of death We shall be entitled to have a post-mortem examination at Our expense.
- 2 In the event of disablement the Person Insured must immediately place him or herself under the care of a qualified medical practitioner and submit to medical examination at Our expense as often as We may reasonably require.
- 3 All certificates information and evidence We require shall be furnished at the expense of the claimant under this Section and shall be in the form and of such nature as We shall prescribe.

## SECTION C GOODS IN TRANSIT

### DEFINITIONS

#### **In Transit**

- (a) On Your Vehicles from the point of lifting including during loading and unloading and for up to 72 hours whilst temporarily housed on or off the Vehicles in the normal course of transit to final siting by Your employees, but excluding installation.
- (b) In the custody of Road Hauliers until
  - (i) delivered to the consignee's premises and receipt acknowledged, or
  - (ii) in the case of return consignments, receipt at Your premises
- (c) By post, parcel post or rail or other methods of despatch

#### **Territorial Limits**

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

#### **Vehicle**

Any motor vehicle owned by You or in Your custody or control, including any trailer or container attached to the motor vehicle for the purpose of conveying goods in connection with the Business.

### COVER

We will pay if, during the Period of Insurance, Stock, goods intended for sale or returned goods (including in each case packing materials but excluding containers), documents, tools, machinery and plant, all Your property or for which You are responsible, is accidentally the subject of Damage whilst In Transit between addresses within the Territorial Limits. Provided that Our liability shall not exceed the amount shown in the Schedule in respect of any one load.

### EXTENSIONS

#### **1 SHEETS, TARPAULINS, ROPES ETC**

In the event of accidental Damage to Your sheets, tarpaulins, ropes, toggles, chocks, chains, skips and trolleys whilst carried in the course of transit on any Vehicle We will pay up to an amount not exceeding €1,000 for any one loss.

#### **2 DRIVERS PERSONAL EFFECTS**

We will pay following accidental Damage to the personal property of the driver and/or mate whilst carried in any Vehicle which is conveying insured goods In Transit up to an amount not exceeding €250 for any one person.

**3 RELOADING OR TRANSFER & DEBRIS REMOVAL**

We will pay the reasonable additional costs necessarily incurred and for which You are responsible:

- (a) to transfer the goods to an alternative Vehicle and complete transportation to the intended destination(s) if Your Vehicle on which goods are being carried is disabled as a result of fire, overturning or collision, or
- (b) to reload goods onto the Vehicle if the load is shed following overturning or collision or there is dangerous movement of the load during the course of transit
- (c) in removal of debris and site clearance following Damage to goods In Transit

Provided that Our liability for all such costs shall not exceed €2,500 in aggregate in respect of any one claim.

**CONDITIONS****1 UNDERINSURANCE**

This section is subject to the General Condition 7(f) - Underinsurance.

**2 PROTECTIONS**

It is a condition precedent to Our liability that all protective devices fitted to or used in the security of the Vehicles or their contents shall be maintained in good order and such devices shall be used at all times and shall not be varied or withdrawn without Our written consent.

**3 LOSS DUTY**

In the event of Damage to property insured it is Your duty to take all reasonable steps to effect recovery or preservation.

**4 MAINTENANCE OF VEHICLES**

It is a condition precedent to Our liability that Your Vehicles must be properly maintained in a roadworthy condition

**EXCLUSIONS**

We will not be liable in respect of:

- 1 Damage caused by, or arising from, mildew, moth, vermin, inherent vice, rust, corrosion, deterioration, contamination, shortage in weight, evaporation, taint, action of light or atmospheric or climatic conditions.
- 2 Insufficient, inappropriate or inadequate packing or insufficient insulation.
- 3 Incorrect or inadequate addressing.
- 4 Property carried by You for hire or reward.
- 5 Electrical and/or mechanical derangement unless caused by external means.



- 
- 6 Delay, confiscation, requisition, embargo or nationalisation by order of the government or any public authority; loss of market; or any form of consequential loss.
  - 7 Damage to livestock; jewellery; furs; watches; precious metals and stones; Treasury notes; bullion; cash; bonds; deeds; stamps; securities; non ferrous metal and scrap; and explosives, unless We have agreed otherwise prior to the carriage of those goods.
  - 8 Theft or attempted theft of or from Unattended Vehicle(s) and/or trailer(s) and/or container(s), being those owned by You or leased or hired to You under agreement or otherwise in Your care or control, unless
    - (a) entry or access to the vehicle has been effected by forcible and violent means AND EITHER
    - (b) between 0600 hours and 2200 hours such Vehicle and/or trailer and/or container has all doors, windows, boot and other openings closed and securely locked, and all additional protective devices put into full and proper operation, and has all keys removed, OR
    - (b) between 2200 hours and 0600 hours
      - (i) the Vehicle is garaged in a building or parked in a fully enclosed yard which is securely closed and locked or under constant manned surveillance AND
      - (ii) the Vehicle has all doors, windows, boot, and other openings closed and securely locked, and all additional protective devices put into full and proper operation, and has all keys removed.
  - 9 Any loss directly or indirectly occasioned by or happening through or in consequence of strikes, lock-outs, labour disturbances, riots and civil commotions in Northern Ireland.
  - 10 Damage to property conveyed in a refrigerated, frozen, chilled or insulated condition as a result of deterioration due to any variation in temperature unless as a result of an accident to the Vehicle or unless specifically agreed otherwise by Us prior to the carriage of the property
  - 11 The amount of the Excess specified in the Schedule.

## SECTION D BOOK DEBTS

### DEFINITIONS

#### **Outstanding Debit Balances**

The total last recorded by You under the Outstanding Debit Recording Condition (Condition 2 of this Section), 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 customers' accounts in the period between the date to which the last 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.

### COVER

If, as a consequence of Your books of account or other business books or records at the Premises:-

- (a) being the subject of Damage by an accidental cause;
- (b) being lost due to theft involving entry into or exit from the Premises by forcible and violent means or any attempt thereat; and
- (c) being lost due to hold-up namely theft consequent upon and in connection with assault or violence or threat thereof to You or any of Your employees

during the Period of Insurance You are unable to trace or establish the Outstanding Debit Balances due to You in whole or in part We will pay:

#### **1 In Respect of Outstanding Debit Balances**

the amount of loss resulting from such Damage but not exceeding

- (a) the difference between
  - (i) the Outstanding Debit Balances, and
  - (ii) the total of the amounts received or traced in respect thereof,
- (b) the additional expenditure incurred with Our prior consent in tracing and establishing customers debit balances after the Damage,

Provided that if the Sum Insured by this Item is less than the Outstanding Debit Balances the amount payable shall be proportionately reduced;

- 2 In Respect of Auditors' or Professional Accountants' Fees.**  
the reasonable charges payable by You to Your auditors or professional accountants for producing any particulars or details or any other proofs, information or evidence as We may require under the terms of this Section and reporting that such particulars or details are in accordance with Your books of account or other business books or documents.

Provided that Our maximum liability under this Section inclusive of fees shall not exceed the Sum Insured on Outstanding Debit Balances as stated in the Schedule.

## **EXTENSIONS**

- 1 AUTOMATIC REINSTATEMENT**  
In consideration of the insurance not being reduced by the amount of any loss You shall pay the appropriate extra premium on the amount of the loss from the date thereof to the date of the expiry of the Period of Insurance.
- 2 TEMPORARY REMOVAL**  
This insurance extends to include loss resulting from Damage:-  
(a) in any premises in the Republic of Ireland occupied by persons acting on Your behalf to whom Your books of account or other business books or records are temporarily removed; and  
(b) to Your books of account or other business books or records whilst in transit within the Republic of Ireland.
- 3 EXPLOSION**  
Notwithstanding Exclusion 1 of Section A, We will pay for loss following Damage to Your books of account or other business books or records in consequence of the explosion of any boiler or economiser on the Premises in which internal pressure is due to steam only.

## **CONDITIONS**

- 1 FIRE RESISTANT SAFES**  
It is a condition precedent to Our liability that Your books of account or other business books or records in which customers' accounts are shown shall be kept in fire resistant safes or fire resistant cabinets when not in use. This clause shall not apply to books of account or other business books or records, which have been removed from the Premises, covered by Extension 2 of this Section.
- 2 OUTSTANDING DEBIT RECORDING**  
It is a condition precedent to Our liability that at the end of each month You shall record the total amount outstanding in customers' accounts at that time, and keep a copy of such records securely at a place other than the Premises.

## **EXCLUSIONS**

The insurance by this Section does not cover loss occasioned by or happening through:-

- 1 Erasure or distortion of information on computer systems or other records

- (a) due to the presence of a magnetic flux or whilst mounted in or on any machine or data processing apparatus unless caused by Damage to the said machine or apparatus;
  - (b) due to defects in such records.
- 2 Invoicing errors or omissions.
- 3 Deliberate falsification of business records.
- 4 Mislaying, misfiling or other unexplained disappearance of tapes and records.
- 5 The deliberate act of the Public Supply undertaking in restricting or withholding electricity supply.
- 6 Wear and tear and gradual deterioration, vermin, rust, damp or mildew.
- 7 The connivance by any of Your directors, partners or employees
- 8 Damage caused by or arising from any kind of seepage or any kind of pollution and/or contamination but this shall not exclude loss resulting from Damage to Your books of account or other business books or records whilst at the Premises for the purpose of the Business caused by
  - (a) pollution or contamination which itself results from a Defined Peril; or
  - (b) a Defined Peril which itself results from pollution or contamination.

## SECTION E LOSS OF LICENCE

### DEFINITIONS

#### Licence

A licence granted for the Premises for the retail sale of excisable liquor and/or the provision of public entertainment.

### COVER

We will indemnify You up to an amount not exceeding in total the Sum Insured stated under Section E of the Schedule in the event of:

- (a) A Licence being suspended or forfeited pursuant to the provisions of the appropriate legislation governing such Licence; or,
- (b) Renewal of any such Licence being refused after due application to the appropriate authority

occurring during the Period of Insurance and such suspension, forfeiture or refused renewal is occasioned by reasons beyond Your control and the amount payable shall be calculated as follows:-

- i) The depreciation in value of Your interest in the Premises, or the Business by reason of forfeiture of or refusal to renew the Licence up to an amount not exceeding the Sum Insured stated in the Schedule;
- ii) The costs and expenses incurred by You with Our prior written consent in connection with any appeal against the suspension, forfeiture of or renewal or refusal to renew the Licence;

Provided that to the extent that You are entitled to obtain the payment of compensation under the provisions of any statute or statutory instrument or regulation in respect of the suspension of, forfeiture of or refusal to renew the Licence, the amount of indemnity payable by Us shall be reduced by the amount of compensation which You are entitled to receive under the provisions of any statute or statutory instrument or regulation.

### CONDITIONS

- 1 It is a condition precedent to Our liability that You shall notify Us in writing immediately, but no later than within 7 (seven) days, and supply such additional information and give assistance as We may reasonably require if You become aware of any

- (a) notice, caution or complaint against the Business and /or Premises

- 
- (b) proceedings against or conviction of the Licence holder, manager or tenant or occupier of the Business and/or Premises for any breach of any relevant licencing law or regulation or any other matter whatsoever where the character or reputation of the person concerned is affected or called into question with respect to their honesty moral standing or sobriety
  - (c) change in the tenancy or management of the Business and/or Premises
  - (d) transfer, surrender or proposed transfer of the Licence
  - (e) alteration in the purpose for which the Premises is used
  - (f) objection to renewal or other circumstances which may endanger the Licence or its renewal.
- 2 It is a condition precedent to Our liability that in the event of Death, bankruptcy or incapacity or desertion of the Premises or conviction for any offence (where such conviction affects the character or reputation of the convicted person with respect to his honesty moral standing or sobriety) of the Licence holder tenant manager or occupier You will where practicable and at Our request provide a suitable person to replace him and one to whom the Licence will be transferred or a new Licence will be granted by way of renewal.
- 3 It is a condition precedent to Our liability that in the event of the Licence being forfeited or refused renewal You must
- (a) give notice in writing to Us within 48 (forty-eight) hours of receiving knowledge of such event stating the grounds upon which the Licence was forfeited or refused renewal;
  - (b) give all assistance as We may require for the purpose of an appeal against such forfeiture or refusal to renew and allow Our solicitors and Us full discretion in the conduct of such proceedings;
  - (c) apply if practicable and if required by Us for the grant of such new Licence for the same or alternative Premises as may enable You to continue the Business in a similar or alternative form;
  - (d) provide a statement of Your loss if any together with such documents statements and accounts as may be reasonably required by Us to verify the same and also if required by Us make a statutory declaration as to the truth accuracy and comprehensiveness thereof and give Us free access to the Premises and the books and accounts of the Business as may be necessary for ascertaining the value of any loss.
- 4 It is a condition precedent to Our liability that no offer shall be made to surrender or discontinue the Licence without Our written consent.

## EXCLUSIONS

This Section does not cover:-

- 1 the refused renewal, suspension or forfeiture of the Licence arising directly or indirectly from any scheme of town or country planning, improvement or redevelopment, compulsory purchase or from any alteration of the law affecting the grant, surrender, refusal to renew, suspension or forfeiture of licences.
- 2 the forfeiture of or refusal to renew the Licence if occasioned wholly or partly by Your criminal act or a criminal act of the owner, manager or any of Your employees.
- 3 any suspension of, forfeiture of or refusal to renew the Licence be occasioned wholly or partly by or through Your misconduct or procurement or connivance or neglect or omission or by any omission by You to take any step necessary for keeping the Licence in force
- 4 the amount of the Excess specified in the Schedule

## SECTION F BUSINESS INTERRUPTION

### DEFINITIONS

Notes:

- 1 To the extent that You are 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.

#### **Indemnity Period**

The period beginning with the occurrence of the Damage and ending not later than the Maximum Indemnity Period thereafter, during which the results of the Business shall be affected in consequence of the Damage.

#### **Maximum Indemnity Period**

The number of months as stated in the Schedule.

#### **Gross Profit**

The amount by which:-

- (a) the sum of the amount of the Turnover and the amounts of the closing stock and closing work in progress shall exceed;
- (b) the sum of the amounts of the opening stock and opening work in progress and the amount of the Specified Working Expenses.

Note: The amounts of the opening and closing stocks and work in progress shall be arrived at in accordance with Your normal accountancy methods, due provisions being made for depreciation.

#### **Estimated Gross Profit**

The amount You declare to Us as representing not less than the Gross Profit which it is anticipated will be earned by the Business during the financial year, most closely concurrent with the Period of Insurance (or a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds twelve months).

#### **Specified Working Expenses**

Purchases (less discounts received); Bad Debts; Discounts allowed; Carriage, Packing and Freight and such additional expenses as may be specified in the Schedule.

Note: The words and expressions used in this definition (other than wages) shall have the meaning usually attached to them in Your books and accounts.

#### **Turnover**

The money paid or payable to You for goods sold and delivered and for services rendered in course of the Business at the Premises.





## COVER

We will pay up to the Sum Insured or any other stated limit of liability for each item shown in the Schedule in respect of interruption or interference with the Business in consequence of accidental Damage by any of the Defined Perils which are covered only if they are specified as being applicable to Section A in the Schedule occurring during the Period of Insurance to property used by You at the Premises for the purpose of the Business. Provided that at the time of the Damage there is in force an insurance covering Your interest in the property at the Premises against such Damage and that payment shall have been made or liability admitted in respect of the Damage or payment would have been made or liability would have been admitted but for the operation of a proviso in such insurance excluding liability for losses below a specified amount.

## BASIS OF COVER

(The Schedule will show which basis is operative)

### 1 GROSS PROFIT DECLARATION LINKED

The insurance in respect of Estimated Gross Profit is limited to loss of Gross Profit due to

- (a) Reduction in Turnover; and
- (b) Increase In Cost of Working;

and the amount We will pay as indemnity shall be:-

- (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 shall fall short of the Standard Turnover in consequence of the Damage;
- (b) in respect of Increase in Cost of Working, the additional expenditure (subject to the provisions of the Uninsured Standing Charges Clause) 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
  - (i) the sum produced by applying the Rate of Gross Profit to the amount of the reduction thereby avoided;
 plus
  - (ii) 5% of the Sum Insured by this item for the purpose of maintaining the Business during the Indemnity Period subject to a limit of €250,000;

Less any sum saved during the Indemnity Period in respect of such of the charges and expenses of the Business payable out of Gross Profit as may cease or be reduced in consequence of the Damage.

Provided that Our liability shall in no case exceed in respect of Gross Profit 133.33% of the Estimated Gross Profit stated in the Schedule.

## **2 GROSS REVENUE DECLARATION LINKED**

The insurance in respect of Estimated Gross Revenue is limited to

- (a) Loss of Gross Revenue; and
- (b) Increase in Cost of Working

and the amount payable as indemnity hereunder shall be:-

- (a) in respect of the Loss of Gross Revenue, the amount by which the Gross Revenue during the Indemnity Period shall fall short of the Standard Gross Revenue 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 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
  - (i) the amount of the reduction in Gross Revenue thereby avoided
  - plus
  - (ii) 5% of the Sum Insured by this item for the purpose of maintaining the Business during the Indemnity Period subject to a limit of €250,000

Less any sum saved during the Indemnity Period in respect of such of the charges and expenses of the Business payable out of Gross Revenue as may cease or be reduced in consequence of the Damage.

Provided that Our liability shall in no case exceed in respect of Gross Revenue 133.33% of the Estimated Gross Revenue stated in the Schedule.

## **3 GROSS RENTALS**

The insurance in respect of Gross Rentals is limited to

- (a) loss of Gross Rentals;
- (b) increase in Cost of Working

and the amount payable as indemnity thereunder shall be:-

- (a) in respect of loss of Gross Rentals, the amount by which the Gross Rentals during the Indemnity Period shall fall short of the Standard Gross Rentals 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 Gross Rentals which, but for that expenditure, would have taken place during the Indemnity Period in consequence of the Damage but not exceeding the total of
  - (i) the amount of the reduction in Gross Rentals thereby avoided
  - plus
  - (ii) 5% of the Sum Insured by this item for the purpose of avoiding or diminishing the reduction in Gross Rentals during

the Indemnity Period subject to a limit of €250,000

Less any sum saved during the Indemnity Period in respect of the charges and expenses of the Business normally payable out of Gross Rentals as may cease or be reduced in consequence of the Damage.

Provided that if the Sum Insured by this item be less than the Annual Gross Rentals (or a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds twelve months) the amount payable shall be proportionately reduced.

#### **4 INCREASE IN COST OF WORKING**

The insurance in respect of Increase in Cost of Working is limited to the additional expenditure necessarily and reasonably incurred in consequence of the Damage in order to continue the Business during the Indemnity Period. Provided that Our liability shall be limited to the additional expenditure which is necessarily incurred to maintain the Business as it was immediately before the Damage and shall not exceed the Sum Insured shown in respect of Increase in Cost of Working in the Schedule.

### **EXTENSIONS**

(These Extensions apply to your policy automatically)

#### **1 REINSTATEMENT OF LOSS**

In the event of loss under this Section, and in the absence of written notice by You or Us to the contrary, the amount of such loss is to be automatically reinstated from the date of the loss and You undertake to pay such additional premium as We may reasonably require for the reinstatement for the remainder of the Period of Insurance.

#### **2 AUDITORS OR PROFESSIONAL ACCOUNTANTS**

We will pay You the reasonable charges payable to Your auditors or professional accountants for producing

- (i) such particulars or details or any other proofs, information or evidence as We may require under the terms of General Condition 7 of this insurance and reporting that such particulars or details are in accordance with Your books of account or other business books or documents. Provided that Our maximum liability under this Section inclusive of fees shall not exceed the Sum Insured for the item.
- (ii) any particulars or details contained in Your books of account or other business books or documents which We may require under General Condition 7 of this insurance for the purpose of investigating or verifying any claim hereunder, if at the time they are regularly acting as such for You, and their report shall be prima facie evidence of the particulars and details to which such report relates.

#### **3 PREVENTION OF ACCESS**

We will pay in the event of interruption of or interference with the Business following accidental Damage to property in the vicinity of the Premises which prevents or hinders access to or use of the Premises whether the Premises

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or Your property are the subject of Damage or not. Provided that Our Liability under this Extension shall not exceed €50,000 for any one claim.

**4 EXPLOSION**

Notwithstanding Exclusion 1 of Section A, We will pay for loss resulting from interruption or interference with the Business carried on at the Premises in consequence of the explosion of any boiler or economiser on the Premises in which internal pressure is due to steam only.

**5 UTILITIES – FAILURE TO ARRIVE**

We will pay for loss resulting from interruption of or interference with the Business carried on at the Premises in consequence of failure of the supply (but excluding any failure which does not include interruption of supply for at least four hours) of

- (a) electricity at the terminal ends of the supply authority's service feeders at the Premises;
- (b) gas at the supply authority's meters at the Premises;
- (c) water at the supply authority's main stop cock serving the Premises (other than by drought);
- (d) telecommunications at the supply authority's equipment at the Premises;

not occasioned by

- (i) the deliberate act of any supply authority nor by the exercise by any such authority of its power to withhold or restrict supply
- (ii) strikes or labour or trade disputes.

Provided that Our liability shall not exceed €50,000 for any one claim.

**6 PROPERTY TEMPORARILY REMOVED**

We will pay in the event of interruption to the Business as a result of accidental Damage to Your property (other than Stock in Trade) whilst temporarily removed from the Premises to any other premises in the Republic of Ireland for the purposes of cleaning, renovation, repair or other similar purposes.

Provided that We will not be responsible for any loss following Damage resulting from Your property undergoing any process of production, packing, treatment, testing, commissioning, servicing, alteration, cleaning or repair.

**7 PREVENTION OF ACCESS – NON DAMAGE**

We will indemnify You for loss resulting from interruption or interference with the Business carried on at the Premises in consequence of access to the Premises being hindered or prevented by the action or instructions of An Garda Síochána or other statutory body in closing down or sealing off of the Premises or property in the vicinity of the Premises due to

- (a) occupation of the Premises or other property in the vicinity by terrorists
- (b) unlawful occupation of the Premises or other property in the vicinity by third parties except in the case of a trade dispute

- (c) the suspected or actual presence of an incendiary or explosive device on or in the vicinity of the Premises

Provided that

- (i) We shall not be liable under this Extension for any incident where access to the Premises is hindered or prevented for a period of less than 12 hours
- (ii) the Maximum Indemnity Period in respect of this Extension shall be 12 months and not as otherwise stated
- (iii) We shall not be liable under this Extension for the consequence of any physical Damage or any infectious or contagious disease
- (iv) Provided that Our liability shall not exceed €50,000 for any one claim

## OPTIONAL EXTENSIONS

(These Extensions apply only if specified in the Schedule)

Our liability under any extension or combination of extensions shall not exceed, in respect of any one event during the Period of Insurance, 10% of the Sum Insured under Section F or €100,000, whichever is the lower amount, unless otherwise stated on the Schedule. For the avoidance of doubt if the Declaration-linked cover clause is operative only the monetary limits shall apply

### 1 DAMAGE TO PROPERTY NOT INSURED UNDER SECTION A

#### a) CONTRACT SITES

We will indemnify You for loss resulting from interruption or interference with the Business as a result of accidental Damage at any situation in the Republic of Ireland, not in Your occupation, where You are carrying out a contract.

#### b) LOSS OF ATTRACTION

We will indemnify You for loss resulting from interruption or interference with the Business as a result of accidental Damage to property in the vicinity of the Premises which shall cause You loss of custom directly due to loss of services and facilities in the immediate vicinity of the Premises whether the Premises or Your property are the subject of Damage or not.

#### c) EXHIBITION SITES

We will indemnify You for loss resulting from interruption or interference with the Business as a result of accidental Damage at any situation in the Republic of Ireland, not in Your occupation, where You are exhibiting Your goods for sale.

#### d) PROPERTY STORED

We will pay in the event of interruption of or interference with the Business following accidental Damage to Your property whilst stored anywhere in the Republic of Ireland, elsewhere than at any premises

which You occupy.

**e) SPECIFIED SUPPLIERS**

We will indemnify You for loss resulting from interruption or interference with the Business as a result of accidental Damage at the premises of those suppliers detailed in the Schedule.

**f) UNSPECIFIED SUPPLIERS**

We will indemnify You for loss resulting from interruption or interference with the Business as a result of accidental Damage at the premises in the Republic of Ireland of any of Your suppliers, manufacturers or processors of components, goods or materials, but excluding the premises of any supply undertaking from which You obtain electricity, gas or water or telecommunication services.

**g) SPECIFIED CUSTOMERS**

We will indemnify You for loss resulting from interruption or interference with the Business as a result of accidental Damage at the premises of those customers detailed in the Schedule.

**h) UNSPECIFIED CUSTOMERS**

We will indemnify You for loss resulting from interruption or interference with the Business as a result of accidental Damage at the premises of any of Your customers in the Republic of Ireland.

**i) TRANSIT**

We will indemnify You for loss resulting from interruption or interference with the Business as a result of accidental Damage to Your Property whilst in transit by road, rail or inland waterway in the Republic of Ireland, but excluding Damage arising from impact to, or collision with, the conveying road or rail vehicle or waterborne craft.

**2 ADDITIONAL INCREASE IN COST OF WORKING**

We will pay You for the further additional expenditure beyond that recoverable in respect of increase in the cost of working provided for elsewhere in this section as You shall necessarily and reasonably incur with Our consent during the Indemnity Period in consequence of the Damage for the sole purpose of avoiding or diminishing the reduction in Turnover or Gross Revenue (as applicable).

**3 FINES, PENALTIES AND DAMAGES**

Notwithstanding Exclusion 1 of this Section, We will pay those sums You shall be legally liable to pay as a direct result of breach of contract in discharge of

- (i) fines, penalties or damages for non-completion or late completion of orders, work or services
- (ii) committed costs for outside purchases or services in respect of such outside purchases or services which cannot be utilised by You

during the Indemnity Period incurred solely in consequence of Damage as insured by this policy to property at the Premises which occurs during the Period of Insurance

**4 INSURED COMMUNICABLE DISEASES AND OTHER CLOSURE**

The insurance by this Section is extended to include loss directly resulting from interruption of or interference with the Business carried on by You at the Premises in consequence of:

- (a) an occurrence of an Insured Communicable Disease manifested by any person whilst at the Premises provided that:
  - (i) the interruption or interference is caused solely by the occurrence of the Insured Communicable Disease at the Premises and is not caused or contributed to by occurrence(s) of that disease elsewhere; and
  - (ii) There shall be no cover for loss caused by the occurrence of the disease at the Premises from the point at which that occurrence forms part of an Epidemic or Pandemic;
- (b) murder or suicide occurring at the Premises;
- (c) injury or illness sustained by any guest which arises from, or is traceable to, foreign or injurious matter in food or drink provided on the Premises;
- (d) closing of the whole or part of the Premises by the order or on the advice of a competent Public Authority as a result of: -
  - (i) defects in the drains or other sanitary arrangements in the Premises
  - (ii) the Premises becoming infested with vermin or pests.

**Special Provisions**

- (a) Insured Communicable Disease means illness sustained by any person resulting from any of the following human infectious or human contagious diseases

Acute Poliomyelitis  
 Anthrax  
 Chicken Pox  
 Diphtheria  
 Dysentery  
 Legionellosis  
 Legionnaires Disease  
 Leprosy  
 Leptospirosis  
 Malaria  
 Measles  
 Meningococcal Infection



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Mumps  
Ophthalmia Neonatorum  
Paratyphoid fever  
Rabies  
Rubella  
Scarlet Fever  
Smallpox  
Tetanus  
Tuberculosis  
Viral Hepatitis  
Whooping Cough

(b) for the purpose of this clause, Indemnity Period means the period during which the results of the Business shall be affected in consequence of the Damage beginning:-

- (i) in the case of (a), (b), (c), above, with the occurrence or discovery of the incident;
- (ii) in the case of (d) above, with the date from which the restrictions on the Premises are applied

and ending not later than 12 weeks thereafter.

## **5 PATTERNS**

We will indemnify You for loss resulting from interruption or interference with the Business as a result of accidental Damage to patterns, jigs, models, templates, moulds, dies, tools, plans, drawings and designs, Your property or held by You in trust or on commission for which You are responsible whilst at the premises in the Republic of Ireland, of any machine makers, engineers, founders or other metal workers, and whilst in transit thereto and therefrom by road, rail or inland waterway but excluding any premises wholly or partly occupied by You.

## **6 MOTOR VEHICLES**

We will indemnify You for loss resulting from interruption or interference with the Business as a result of accidental Damage to Your Motor Vehicles whilst in the Republic of Ireland, elsewhere than at any premises in Your occupation.

## **7 MOTOR VEHICLE MANUFACTURERS**

We will indemnify You for loss resulting from interruption or interference with the Business as a result of accidental Damage at the premises of those motor vehicle manufacturers detailed in the Schedule.

## **CONDITIONS**

(The following Conditions apply to all policies. Your schedule will also show whether any of the additional Material Damage and Business Interruption Conditions (listed later in this booklet) also apply)

**1 SALVAGE SALE**

If, following Damage giving rise to a claim under this Section, You hold a salvage sale during the Indemnity Period, the amount We will pay as indemnity in respect of Reduction in Turnover will be amended to read as follows:-

- (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 (less the Turnover for the period of the salvage sale) shall fall short of the Standard Turnover as a consequence of the Damage. The Gross Profit actually earned during the period of the salvage sale shall then be deducted from this sum.

**2 DEPARTMENTAL**

If You conduct the Business in departments and the independent trading results of each are individually ascertainable, the provisions of paragraphs (a) and (b) of the item on Gross Profit shall apply separately to each department affected by the Damage.

**3 SUBROGATION RIGHTS WAIVER**

In the event of a claim arising under this Section, We agree to waive any rights, remedies or relief to which We are entitled by subrogation against any company standing in the relation of Parent to Subsidiary (Subsidiary to Parent) to You or any company which is a Subsidiary of a Parent Company of which You are Yourself a Subsidiary, in each case within the meaning of Section 155 of the Companies Acts 1963 to 1990 as current at the time of Damage.

**4 PAYMENT ON ACCOUNT**

Claim Payments on account will be made to You during the Indemnity Period, if requested.

**5 ACCUMULATED STOCKS**

In adjusting any loss, account shall be taken and an equitable allowance made if any shortage in Turnover due to the Damage is postponed by reason of the Turnover being temporarily maintained from accumulated stocks of finished goods on Your premises.

**6 ALTERNATIVE TRADING CLAUSE**

If during the Indemnity Period goods shall be sold or services shall be rendered elsewhere than at the Premises for the benefit of the Business, either by You or by others on Your behalf, the money paid or payable in respect of such sales or services shall be brought into account in arriving at the Turnover during the Indemnity Period.

**7 UNINSURED STANDING CHARGES CLAUSE**

Any Increase in Cost of Working settlement will take into account any standing charges of the Business which are not insured by this Section (having been deducted in arriving at the Gross Profit). The amount We will pay will reflect only the proportion of any additional expenditure which the Gross Profit bears to the sum of the Gross Profit and the uninsured standing charges.

**8 PREMIUM ADJUSTMENT CLAUSE**

Where the Basis of Cover is either Gross Profit Declaration Linked or Gross Revenue Declaration Linked, the first and annual premiums are provisional and are based on the Estimated Gross Profit or Estimated Gross Revenue.

Not later than six months after the expiry of each Period of Insurance, You shall provide to Us a declaration, confirmed by Your auditors or professional accountants, of the Gross Profit earned during the financial year most closely concurrent with the Period of Insurance.

If any Damage shall have occurred giving rise to a claim for loss of Gross Profit or loss of Gross Revenue, for the purpose of premium adjustment We shall increase the declaration by the amount by which the Gross Profit or Gross Revenue was reduced during the financial year solely in consequence of the Damage.

If the declaration (adjusted as provided above and proportionately increased where the Maximum Indemnity Period exceeds 12 months):-

- (a) is less than the Estimated Gross Profit or Estimated Gross Revenue for the relative Period of Insurance, We will allow a pro-rata return of premium paid on the Estimated Gross Profit or Estimated Gross Revenue (but not exceeding 25% of such premium);
- (b) is greater than the Estimated Gross Profit for the relative Period of Insurance, You shall pay a pro-rata addition to the premium paid on the Estimated Gross Profit or Estimated Gross Revenue.

**9 RENEWAL CLAUSE**

Prior to each renewal You shall provide Us in writing with the Estimated Gross Profit or Estimated Gross Revenue for the financial year most closely concurrent with the ensuing Period of Insurance.

**10 FIRST TRADING YEAR**

In the event of a claim arising in the first trading year of the Business the amount payable shall be based on the trading figures immediately before the Damage which causes interruption or interference with the Business, to which such adjustments shall be made as may be necessary to provide for the trend of the Business and for variations in, or other circumstances, affecting the Business either before or after the Damage or which would have affected the Business had the Damage not occurred so that the figures thus adjusted shall represent as closely as may be reasonably practicable the results which, but for the Damage, would have been obtained during the relative period after the Damage.

**EXCLUSIONS****1 FINES AND DAMAGES**

Unless You have chosen to take the cover provided by Optional Extension FE02 – Fines Penalties and Damages, We shall not be liable for any loss due to fines or damages for breach of contract, for late or non-completion of orders or for any penalties of whatever nature.

**2 POLLUTION & CONTAMINATION**

Notwithstanding Exclusion 4 of Section A, We will not pay for loss resulting from interruption of or interference with the Business resulting from Damage caused by any kind of seepage or any kind of pollution and/or contamination but this shall not exclude loss resulting from Damage to property used by You at the Premises for the purpose of the Business caused by

- (a) pollution or contamination which itself results from a Defined Peril
- (b) a Defined Peril which itself results from pollution or contamination

## SECTION G

### ALL RISKS AWAY FROM THE PREMISES

#### DEFINITIONS

##### **Outbuildings**

Any structure which does not incorporate permanent foundations below ground level and/or which is not capable of being properly secured

##### **Territorial Limits**

- 1 The Republic of Ireland but excluding the Premises
- 2 The territory described in 1 and anywhere else within the European Union.
- 3 Worldwide but excluding the Premises.

#### COVER

In the event of accidental Damage to property as detailed in the Schedule by any accidental cause not otherwise excluded occurring during the Period of Insurance anywhere within the Territorial Limits specified against each item, We will pay You the value of the property or the amount of the Damage or, at our option, replace or reinstate the property.

Provided that Our liability in any one Period of Insurance shall not exceed in respect of any one item its Sum Insured or in the aggregate the Total Sum Insured.

#### EXTENSIONS

##### **1 AUTOMATIC REINSTATEMENT OF SUM INSURED**

In consideration of the insurance not being reduced by the amount of any Damage You shall pay the appropriate extra premium on the amount of the Damage from the date of the Damage to the date of the expiry of the Period of Insurance.

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## CONDITIONS

### 1. REINSTATEMENT

N.B. The provisions of these Reinstatement Conditions do not apply to directors', partners', employees', visitors' or customers' personal effects, pedal cycles, tools and instruments.

In the event of the property insured under each item of the Schedule being the subject of Damage by any cause not excluded under this Section, the basis upon which the amount payable under each of the said items of the Schedule is to be calculated shall be the reinstatement of the property which has been the subject of Damage subject to the following Special Provisions.

For the purposes of this clause "reinstatement" shall mean the carrying out of the following work namely:-

- (a) where property is destroyed, its replacement by similar property in a condition equal to but not better or more extensive than its condition when new; and
- (b) where property is damaged, the repair of the damage and the restoration of the damaged portion of the property to a condition substantially the same as but not better or more extensive than its condition when new.

#### SPECIAL PROVISIONS

1. The work of reinstatement (which may be carried out in any manner suitable to Your requirements subject to Our liability not being thereby increased) must be commenced and carried out within a reasonable period, otherwise no payment shall be made beyond the amount which would have been payable under the Section if this clause had not been included.
2. When any property insured under this clause is damaged or destroyed in part only, Our liability shall not exceed the sum representing the cost which We could have been called upon to pay for reinstatement if such property had been wholly destroyed.
3. No payment shall be made beyond the amount which would have been payable under the Section if this clause had not been included until the cost of reinstatement has actually been incurred.
4. In respect of each item insured under this clause General Condition 7(f) – Underinsurance is amended to read:-  
If the sum insured on any item at the time of reinstatement is less than 85% of the cost of reinstating the whole of the property insured by such item at the time of reinstatement then Our liability shall not exceed that proportion of the amount of the Damage which the said sum insured shall bear to the sum representing the total cost of reinstating the whole of such property at that time.

5. No payment shall be made beyond the amount which would have been payable under this Section if this clause had not been included if at the time of any destruction or damage to any property insured there is in force any other insurance effected by You or on Your behalf which is not arranged on the identical basis of reinstatement.
6. Where, by reason of any of the above Special Provisions no payment is to be made beyond the amount which would have been payable under the Section if this clause had not been included, the rights and liabilities of both You and Us in respect of the destruction or damage shall be those which would have applied had this clause not been included.

## **2 NON-INVALIDATION**

The insurance of this Section shall not be invalidated by any act, error, omission or alteration unknown to You or beyond Your control whether the risk of Damage is increased or otherwise. Provided that You inform Us immediately You become aware of the act, error, omission or alteration and pay an additional premium if required.

## **3 SUBROGATION WAIVER**

In the event of a claim arising under this Section We agree to waive any rights, remedies or relief to which We might have become entitled by subrogation against any company standing in the relation of Parent to Subsidiary (Subsidiary to Parent) to You or any company which is a Subsidiary of a Parent Company of which You are Yourself a Subsidiary in each case within the meaning of Section 155 of the Companies Acts 1963 to 1990 as current at the time of Damage.

## **4 OTHER INTERESTS**

We will automatically cover the interests of any third parties You are required to include in this insurance in consequence of any mortgage, hiring, leasing or similar agreement. Provided that You shall advise Us of the name of any interested party and the nature and extent of their interest in the event of Damage.

## **5 BRAND OR TRADEMARK**

In the case of Damage to property bearing a brand or trademark which in any way carries or implies the guarantee or the responsibility of the manufacturers or You, the salvage value of such property that has been the subject of Damage shall be determined after removal in the customary manner of all such brands or trademarks or other identifying characteristics or withdrawal of guarantees or implied responsibilities.

## **EXCLUSIONS**

We will not pay in respect of:

- 1 Damage caused by or consisting of
  - (a) wear and tear; frost; wet or dry rot; dampness or dryness; or any other gradually operating cause;
  - (b) corrosion; rust; shrinkage; evaporation; loss of weight; marring; scratching;

- (c) change in:
  - (i) temperature
  - (ii) colour
  - (iii) texture, or
  - (iv) finish; or
- (d) (i) moth
  - (ii) vermin
  - (iii) insects, or
  - (iv) fungal attack
 however caused;
- (e) inherent vice; latent defect; faulty or defective design or materials;
- (f) faulty or defective workmanship; operational error or omission on Your part or the part of any of Your employees;
- (g) mechanical or electrical breakdown or derangement of the particular machine apparatus or equipment in which such breakdown or derangement originates;

but this shall not exclude subsequent Damage which itself results from a cause not otherwise excluded.

- 2 Damage caused by any kind of seepage or any kind of pollution and/or contamination but this shall not exclude Damage to the property insured specified in the Schedule caused by
  - (a) pollution or contamination which itself results from a Defined Peril
  - (b) a Defined Peril which itself results from pollution or contamination.
- 3 Damage by storm, wind, rain, hail, sleet, snow, flood or dust to property in the open.
- 4 Theft or attempted theft of property in the open.
- 5 Damage by theft or attempted theft caused by or in collusion with You or any of Your directors, partners or employees or any member of Your family.
- 6 Theft or attempted theft from Unattended Vehicles unless
  - (a) all items have been hidden from sight and entry or access to the vehicle has been effected by forcible and violent means AND EITHER
  - (b) between 0600 hours and 2200 hours such Vehicle has all doors, windows, boot and other openings closed and securely locked, and all additional protective devices put into full and proper operation, and has all keys removed, OR
  - (c) between 2200 hours and 0600 hours



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- (i) the Vehicle is garaged in a building or parked in a fully enclosed yard which is securely closed and locked or under constant manned surveillance AND
  - (ii) the Vehicle has all doors, windows, boot, and other openings closed and securely locked, and all additional protective devices put into full and proper operation, and has all keys removed.
- 7 Damage caused by or consisting of acts of fraud dishonesty or deception.
  - 8 Damage to Money and securities of any description.
  - 9 Damage caused by or consisting of unexplained disappearance or inventory shortage, misfiling or misplacing of information.
  - 10 Damage to the contents of machines unless specified in the Schedule.
  - 11 Delay, confiscation, requisition, embargo or nationalisation by order of the government or any public authority; loss of market; or any form of consequential loss.
  - 12 Damage to property resulting from its undergoing any process of production, packing, treatment, testing, commissioning, servicing, alteration or repair.
  - 13 Damage by fire to property caused by its undergoing any process involving the application of heat.
  - 14 The cost of maintenance or routine alteration or decoration.
  - 15 Property more specifically insured.
  - 16 Property which is or but for the existence of this policy would be insured under a marine policy or policies except in respect of any excess beyond the amount which would have been payable under the marine policy or policies had this policy not been effected.
  - 17 The amount of the Excess specified in the Schedule.

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## SECTION H DETERIORATION OF STOCK

### COVER

We will indemnify You in the event of accidental Damage by deterioration, putrefaction or contamination occurring during the Period of Insurance to Stock in refrigeration cabinets or compartments at the Premises caused by:

- (a) rise or fall in temperature as a result of breakdown, stoppage or failure from any inherent cause of the said appliance;
- (b) action of refrigerant fumes escaping from the said appliance;
- (c) loss of refrigerant; or
- (d) accidental failure of the electricity and/or gas supply.

Provided that Our liability shall not exceed the Sum Insured shown in the Schedule

### EXTENSIONS

#### 1 AUTOMATIC REINSTATEMENT OF SUM INSURED

In consideration of the insurance not being reduced by the amount of any Damage You shall pay the appropriate extra premium on the amount of the Damage from the date of the Damage to the date of the expiry of the Period of Insurance.

### CONDITIONS

#### 1 MAINTENANCE CONTRACT

It is a condition precedent to Our liability that any appliance which is more than five years old must be maintained under contract with a recognised refrigeration engineer.

#### 2 APPLICATION OF UNDERINSURANCE CONDITION

The Sum Insured under each Item shown on the Schedule is separately subject to General Condition 7(f) - Underinsurance.

#### 3 NON-INVALIDATION

The insurance of this Section shall not be invalidated by any act, error, omission or alteration unknown to You or beyond Your control whether the risk of Damage is increased or otherwise. Provided that You inform Us immediately You become aware of the act, error, omission or alteration and pay an additional premium if required.

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**4 SUBROGATION WAIVER**

In the event of a claim arising under this Section We agree to waive any rights, remedies or relief to which We might have become entitled by subrogation against any company standing in the relation of Parent to Subsidiary (Subsidiary to Parent) to You or any company which is a Subsidiary of a Parent Company of which You are Yourself a Subsidiary in each case within the meaning of Section 155 of the Companies Acts 1963 to 1990 as current at the time of Damage.

**EXCLUSIONS**

We will not pay in respect of Damage arising:

- (a) from wear and tear, deterioration or gradually developing flaws or defects in the refrigerating unit;
- (b) from the incorrect setting of thermostats or automatic controls;
- (c) following the deliberate act of the supply authority or the exercise by such authority of its power to withhold or restrict supply;
- (d) from disease or improper storage;
- (e) from packaging material or inadequate ventilation;
- (f) to Stock that is alive or of a bacterial nature;
- (g) to Stock stored in mobile machinery or pressure pipe systems;
- (h) to Stock which has exceeded its "Sell by" date; or
- (i) to the amount of the Excess specified in the Schedule.