

Zurich Tradestar Real Estate Insurance

Policy Document



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The Contract of Insurance

Zurich Tradestar Real Estate Insurance Policy

For your own protection you are recommended to read your Policy and all its Conditions to ensure that it is in accordance with your intentions.

Zurich Tradestar Real Estate Insurance Policy

Zurich Insurance plc ('Zurich'), the Insurer, having accepted the first or any renewal premium for this Policy agrees subject to the terms and conditions herein to indemnify the Insured named in the Schedule, if any of the within mentioned contingencies occurs during the period of insurance stated in the Schedule or during any subsequent period for which the Insurer shall have accepted the premium required for renewal of the Policy.

Compliance with all the terms provisions conditions and endorsements of the Policy shall be a condition precedent to the right of the Insured to recover under this Policy.

The proposal declaration and particulars in writing submitted by or on behalf of the Insured or the Insurer shall be the basis of the contract and be held to be incorporated herein.

For and on behalf of the Insurer

A handwritten signature in black ink, appearing to read 'Ken Norgrove', with a long horizontal stroke extending to the right.

Ken Norgrove

Chief Executive Officer – Ireland

Zurich Insurance plc

Registered Office: Zurich House, Ballsbridge Park, Dublin 4.

General Definitions

The Business

The **Business** or Profession stated in the Schedule and none other for the purpose of this insurance except as specified below. The **Business** shall also include

- (a) the ownership use repair decoration and the maintenance of property and premises owned or occupied by the Insured in connection with the **Business** as described in the Schedule of the Policy
- (b) the provision and management of canteen social sports and welfare organisations for the benefit of **Employees** of the Insured
- (c) first aid fire and ambulance services run by or on behalf of the Insured
- (d) work carried out by **Employees** for any Director of the Insured including duties as a chauffeur provided always that the Director is not entitled to indemnity under any other Policy
- (e) participation in exhibitions
- (f) the repair or maintenance of vehicles or plant owned or used by the Insured

Consequential Loss

The words "**Consequential Loss**" shall mean loss resulting from interruption of or interference with the **Business** carried on by the Insured at the Premises in consequence of loss or destruction of or **Damage** to property used by the Insured at the Premises for the purpose of the **Business**

Damage or Damaged

The words "**Damage or Damaged**" shall mean accidental loss or destruction of or **Damage** to the Property Insured

Defined Peril

The words "**Defined Peril**" shall mean fire lightning explosion aircraft or other aerial devices or articles dropped therefrom riot civil commotion strikers locked-out workers persons taking part in labour disturbances malicious persons other than thieves earthquake storm flood escape of water or fuel oil (used for domestic purposes) from any tank apparatus or pipe or impact by any road vehicle or animal

Employee

Employee shall mean:

- (a) any person under a contract of service or apprenticeship with the Insured
- (b) any labour master or labour only subcontractor or persons supplied by any of them
- (c) any self employed person
- (d) any person under a work experience scheme
- (e) any person hired or borrowed by the Insured

working for the Insured in connection with the **Business**

Insured

(Applicable to Employers Liability & Property Owners Sections only)

The term “**Insured**” shall at the request of the Insured (named in the Schedule) be deemed to include

- (a) any director partner executive or **Employee** of the Insured in respect of private work undertaken by the Insured’s **Employees** for such director partner or executive provided such work is undertaken with the prior consent of the Insured and is not undertaken in connection with any trade or **Business**
- (b) any officer member or committee of the Insured’s
 - (i) canteen social sports welfare and safety organisations
 - (ii) fire and ambulance services
 - (iii) first aid and medical services (other than a qualified medical practitioner) in their respective capacities as such
- (c) any director partner or executive of the Insured or any person under a contract of service or apprenticeship with the Insured in respect of liability for which the Insured would have been entitled to indemnity under this Policy if the claim had been made against him/her

General Conditions

1. Alteration

This Policy shall be avoided with respect to any item thereof in regard to which there may be any alteration after the commencement of this insurance

- (a) by removal (except as provided herein)
- (b) whereby the risk of injury or **Damage** is increased
- (c) whereby the Insured’s interest ceases except by will or operation of law

unless such alteration be admitted by memorandum signed by or on behalf of the Insurer

2. Cancellation

The Insurer may cancel this Policy or any Section thereof at any time by sending fourteen days notice by registered post to the Insured at the Insured’s last known address and in such event the Insured shall become entitled to a return of a proportionate part of the premium (provided the premium has been paid to the Insurer) corresponding to the unexpired period of Insurance

3. Currency

It is understood and agreed that the currency of all premiums sums insured indemnities and excesses shown in the Schedule of this Policy or any renewal notice or endorsement relating thereto shall be deemed to be Euro

4. Excess

The Insurer will not be liable for the excess (if applicable and stated within the policy wording or schedules) in respect of each and every claim under this Policy

5. Instalment Premium Clause

Where the Insured has agreed under a separate credit agreement with the Insurer to pay their premium by instalments any default in payment on the due date will automatically terminate the Policy cover immediately from the date of such default

6. Insurance Act 1936

All monies which become or may become due and payable by the Insurer under this Policy shall in accordance with Section 93 of the Insurance Act 1936 be paid and payable in the Republic of Ireland

7. Interpretation

The Schedule and any endorsements attaching thereto and the Sections form part of this Policy and the expression "this Policy" wherever used in this Contract shall be read as including the said Schedule Endorsements and Sections. Any word or expression to which a specific meaning has been attached in any part of any Section shall bear such meaning wherever it may appear in such Section

8. Misrepresentation

This Policy at the option of the Insurer shall be voidable in the event of misrepresentation misdescription or non-disclosure in any material particular

9. Precautions by the Insured

The Insured shall take all reasonable precautions for the safety of the property hereby insured and shall exercise reasonable care that only competent **Employees** are employed and shall take all reasonable steps to prevent accidents or **Damage** to property insured and to comply with all statutory and other obligations and regulations imposed by any competent Authority and shall maintain all premises ways works machinery and plant in sound condition. In the event of the discovery of any defect or danger the Insured shall immediately cause such defect or danger to be made good or remedied and in the meantime shall cause such additional precautions to be taken as the circumstances may require

10. Premium Adjustment

If any part of the premium is calculated on estimates furnished by the Insured the Insured shall

- (a) keep an accurate record containing all particulars relating to such estimates
- (b) if requested allow the Insurer to inspect such record
- (c) within thirty days of the expiry of each Period of Insurance supply the Insurer with a correct declaration of such particulars and information as the Insurer may require in respect of the preceding Period of Insurance duly certified by the Insured's external auditor or accountant. If the amount so paid shall differ from the amount on which premium has been paid the difference in the premium shall be met by a further proportionate payment to the Insurer or by a refund by the Insurer as the case may be subject to the retention by the Insurer of any minimum premium as stated in the policy or endorsed thereon

11. Stamp Duty

Stamp Duty has been or will be paid in accordance with the provisions of Section 113 of the Finance Act 1990 or any subsequent overriding legislation

12. Suspension of Cover

The Insurer may at any reasonable time inspect any property and in the event of any defect or danger being apparent the Insurer may give written notice to the Insured when all liability (if operative) of the Insurer arising from such defect or danger shall be suspended

13. Warranties

Every warranty to which this Policy or any item thereof is or maybe made subject shall from the time the warranty attaches apply and continue to be in force during the whole currency of this Policy. Non-compliance with any such warranty in so far as it increases the risk of **Damage** shall be a bar to any claim in respect of such **Damage** provided that whenever this Policy is renewed a claim in respect of **Damage** occurring during the renewal period shall not be barred by reason of a warranty not having been complied with at any time before the commencement of such period

General Claims Conditions

1. Claims Procedure

- (a) On the happening of any event which could give rise to a claim or on receiving verbal or written notice of any claim the Insured shall:
- (i) as soon as reasonably possible give notice to the Insurer
 - (ii) as soon as reasonably possible notify the Gardai/Police in respect of any loss or **Damage** by theft or attempted theft or by riot civil commotion strikers locked-out workers persons taking part in labour disturbances and malicious persons
 - (iii) as soon as reasonably possible forward to the Insurer any writ summons or PIAB documentation issued against the Insured by a third party
 - (iv) take action to minimise the loss or **Damage** and to avoid interruption or interference with the **Business** and to prevent further **Damage** or injury
 - (v) at his/her own expense and within:
 - (a) seven days of loss or **Damage** caused by riot civil commotion strikers locked-out workers or persons taking part in labour disturbances or malicious persons
 - (b) thirty days of expiry of the Indemnity Period in respect of Business Interruption Section
 - (c) thirty days of any other loss or **Damage**, interruption or interference with the **Business** or injury or disease
- supply full details of the claim in writing to the Insurer together with any evidence and information that may be reasonably required by the Insurer for the purpose of investigating or verifying the claim and (if demanded) a statutory declaration of the truth of the claim and any matters connected therewith
- (b) No settlement admission of liability payment or promise of payment shall be made to a third party without the consent of the Insurers

2. Insurer's Rights

The Insurer shall:

- (a) be entitled to take over the defence or settlement of any claim made upon the Insured by any other party and the Insured shall give all assistance as may be reasonably required by the Insurer
- (b) have the right to enter the premises where the loss or **Damage** has occurred and to keep possession of any of the property insured and to deal with the salvage in a reasonable manner but the Insured shall not be entitled to abandon any property to the Insurer
- (c) be entitled to take benefit of any rights of the Insured against any other party before or after the Insured has received indemnification under this Policy and the Insured shall give all assistance as may be reasonably required by the Insurer
- (d) at its option indemnify the Insured by payment, reinstatement, replacement or repair in respect of any property lost or **Damaged** or part thereof. If the Insurer elects to reinstate or replace any property they shall not be bound to reinstate or replace exactly or completely but only as circumstances permit and in reasonably sufficient manner and shall not in any case be bound to expend in respect of any one of the items insured more than the sum insured thereon

3. Discharge of Liability

(i) Discharge of Liability – Employers Liability Section

The Insurer may at any time pay to the Insured in connection with any claim or series of claims the amount of the Limit of Indemnity (after deduction of any sum or sums already paid as compensation) or any lesser amount for which such claim or claims can be settled and upon such payment being made the Insurer shall relinquish the conduct and control of and be under no further liability in connection with such claim or claims

(ii) Discharge of Liability – Property Owners Liability Section

The Insurer may at any time pay to the Insured in connection with any claim or series of claims the amount of the Limit of Indemnity (after deduction of any sum or sums already paid as compensation) or any lesser amount for which such claim or claims can be settled and upon such payment being made the Insurer shall relinquish the conduct and control of and be under no further liability in connection with such claim or claims except for the payment of costs and expenses recoverable or incurred prior to the date of such payment

4. Arbitration

If any difference shall arise under this Policy such difference shall be referred to an Arbitrator to be appointed by the parties in accordance with the statutory provisions in that behalf for the time being in force. Where any difference is by this condition to be referred to arbitration the making of any award shall be a condition precedent to any right of action against the Insurer. Claims not referred to arbitration within 12 calendar months from the date of disclaimer of liability shall be deemed to have been abandoned

5. Death of the Insured/Legal Representatives

In the event of the death of the Insured the Insurer will in respect of liability at law incurred by the Insured indemnify the Insured's legal personal representatives in the terms of and subject to the limitation of this Policy provided that such personal representatives shall as though they were the Insured observe fulfil and be subject to the terms exceptions and conditions of this Policy in so far as they can apply

6. Fraudulent Claims

If a claim is fraudulent in any respect or if fraudulent means are used by the Insured or by anyone acting on his behalf to obtain any benefit under this Policy or if any **Damage** is caused by the wilful act or with the connivance of the Insured all benefit under this Policy shall be forfeited

7. Insurer's Rights Following a Claim

On the happening of **Damage** in respect of which a claim is made the Insurer and any person authorised by the Insurer may without thereby incurring any liability or diminishing any of the Insurer's rights under this Policy enter take or keep possession of the premises where such **Damage** has occurred and take possession of or require to be delivered to the Insurer any property insured and deal with such property for all reasonable purposes and in any reasonable manner. No claim under this policy shall be payable unless the terms of this condition have been complied with

No property may be abandoned to the Insurer whether taken possession of by the Insurer or not

8. Other Insurances/Contribution

If at the time of any **Damage** or liability arising under this Policy there shall be any other insurance covering such **Damage** or liability or any part thereof the Insurer shall be liable for no more than their rateable proportion thereof and if such other insurance on any of the property hereby insured either alone or together with any other property be subject to any Condition of Average the insurance of such property under this Policy if not already subject to any Condition of Average shall be subject to such Condition of Average in like manner

If any other insurance effected by or on behalf of the Insured is expressed to cover any of the property hereby insured but is subject to any provision whereby it is excluded from ranking concurrently with this Policy either in full or in part or from contributing rateably towards the **Damage** the liability of the Insurer shall be limited to such proportion of the **Damage** as the sum hereby insured bears to the value of the property

9. Reinstatement By The Insurer

If any property is to be reinstated or replaced by the Insurer the Insured shall at his own expense provide all such plans, documents, books and information as may reasonably be required. The Insurer shall not be bound to reinstate exactly but only as circumstances permit and in a reasonably sufficient manner and shall not be bound to expend in respect of any one of the items insured more than it's sum insured

10. Subrogation

The Insurer shall be entitled to take benefit of any rights of the Insured against any other party before or after the Insured has received indemnification under this Policy and the Insured shall give all assistance as may be reasonably required by the Insurer

General Exclusions

1. Date Recognition Exclusion

This Policy does not cover

Loss **Damage Consequential Loss** or legal liability of whatsoever nature directly or indirectly caused by or consisting of or contributed to by or arising from the total or partial failure of any computer or other equipment or system for processing storing retrieving or otherwise dealing with data or electronic equipment (including embedded chips) whether the property of the Insured or not and whether occurring before during or after the year 2000 to do all or any of the following:

- (1) to correctly recognise any date as its true calendar date
- (2) to capture save or retain and/or to manipulate interpret or process any data or information or command or instruction as a result of treating any date otherwise than as it's true calendar date
- (3) to capture save or retain or correctly process any data as a result of the operation of any command which has been programmed into any computer software being a command which causes the loss or the inability to capture save retain or correctly process such data on or after any date

but in respect of all insurances other than Property Owners Liability this shall not exclude subsequent loss **Damage** or **Consequential Loss** (not otherwise excluded) which itself results from a "**Defined Peril**" otherwise covered by this policy.

For the purpose of this Exclusion the following special meaning shall apply:

“**Defined Peril**” shall mean fire lightning explosion aircraft or other aerial devices or articles dropped therefrom riot civil commotion strikers locked out workers persons taking part in labour disturbances malicious persons earthquake subterranean fire storm tempest flood escape of water or fuel oil (used for domestic purposes in connection with the **Business**) from any tank apparatus or pipe impact by any vehicle or goods falling therefrom or animal.

Note: This Exclusion does not apply to the Employers Liability Section of the Policy if operative

2. **Electronic Data Endorsement**

Notwithstanding any provision to the contrary within the Policy or any endorsement thereto it is understood and agreed as follows:

- (a) This Policy does not insure liability loss **Damage** destruction distortion erasure corruption or alteration of **Electronic Data** from any cause whatsoever (including but not limited to **Computer Virus**) or loss of use reduction in functionality cost expense of whatsoever nature resulting therefrom regardless of any other cause or event contributing concurrently or in any other sequence to the loss

Electronic Data means facts concepts and information converted to a form usable for communications interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment

Computer Virus means a set of corrupting harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code programmatic or otherwise that propagate themselves through a computer system or network of whatsoever nature. **Computer Virus** includes but is not limited to ‘Trojan Horses’ ‘worms’ and ‘time or logic bombs’

- (b) However in the event that a peril listed below results from any of the matters described in paragraph (a) above this Policy subject to all its terms, conditions and exclusions will cover physical **Damage** occurring during the Policy period to property insured by this Policy owned by in the possession of or held in trust by the **Insured** directly caused by such listed peril

Listed Perils

Fire
Explosion

Note: Electronic Data Processing Media Valuation

Notwithstanding any provision to the contrary within the Policy or any endorsement thereto it is understood and agreed as follows:

Should **Electronic Data** processing media insured by this Policy suffer physical loss or **Damage** insured by this Policy then the basis of valuation shall be the cost of the blank media plus the costs of copying the **Electronic Data** from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating gathering or assembling such **Electronic Data**. If the media is not repaired replaced or restored the basis of valuation shall be the cost of the blank media. However this Policy does not insure any amount pertaining to the value of such **Electronic Data** to the Insured or any other party, even if such **Electronic Data** cannot be recreated gathered or assembled.

3. **Liquidation**

This Policy shall be avoided if the **Business** is wound up or carried on by a Liquidator or Receiver or permanently discontinued.

4. Radioactive/War/Aircraft

This Policy does not cover **Damage** or **Consequential Loss** to any property whatsoever or any loss or expenses whatsoever resulting or arising therefrom or any **Consequential Loss** or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from

- (a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- (b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
- (c) war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution riot civil commotion insurrection or military or usurped power
- (d) pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

5. War and Terrorism Exclusion Endorsement

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

- (1) war invasion acts of foreign enemies hostilities or warlike operations (whether war be declared or not) civil war rebellion revolution insurrection civil commotion assuming the proportions of or amounting to an uprising military or usurped power; or
- (2) any act of terrorism.

For the purpose of this endorsement an act of terrorism means an act including but not limited to the use of violence and/or the threat thereof of any person or group(s) of persons whether acting alone or on behalf or in connection with any organisation(s) or government(s) committed for political or other purposes including the intention to influence any government and/or to put the public or any section of the public in fear.

This endorsement also excludes loss **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 (1) and/or (2) above.

If the Insurer alleges that by reason of this exclusion any loss **Damage** cost or expense is not covered by this Policy the burden of proving the contrary shall be upon the Insured.

6. Northern Ireland Exclusion

This policy excludes loss **Damage** cost or expense of whatsoever nature resulting from **Damage** occasioned by or happening through or in consequence directly or indirectly of riot civil commotion and (except in respect of **Damage** or loss resulting from **Damage** by Fire or Explosion) strikers locked out workers or persons taking part in labour disturbances or malicious persons.

Material Damage Section

If any of the Property insured described in the Schedule suffers **Damage** at the Premises by any of the additional perils insured, the Insurer will in accordance with the provisions of the insurance pay to the **Insured** the amount of loss or at its option reinstate or replace such property provided that the liability of the Insurer under this Section shall not exceed:

- (i) In the whole the total sum insured or in respect of any item its sum insured or any other limit of liability stated in the schedule at the time of the **Damage**

- (ii) the sum insured remaining after deduction for any other **Damage** occurring during the same period of insurance, unless the Insurer shall have agreed to reinstate any such sum insured or limit

Definitions

(A) Buildings

Buildings of the Premises specified in the schedule including

- (a) landlords fixtures and fittings
- (b) outbuildings extensions annexes gangways canopies fixed signs temporary buildings conveniences lamp posts and street furniture
- (c) walls gates and fences
- (d) telephone gas water and electric instruments meters piping cables and the like and the accessories thereof the property of the Insured or for which they are responsible
- (e) drains sewers piping ducting tanks flues tunnels cables wires and associated control gear and accessories on the Premises and extending to the public mains but only to the extent of the Insured's responsibility
- (f) yards car parks roads pavements forecourts and similar surfaces all constructed of solid materials
- (g) landlords contents as defined below up to a limit of €25,000 unless they are insured specifically under this Section

(B) Landlord's Contents

Furniture furnishings potted plants trees and shrubs video audio building management systems and security equipment and All Other Contents the property of the Insured or for which the Insured are responsible all whilst contained in or on the **Buildings** insured hereby and the contents of fuel tanks statues and garden furniture

It is agreed that the term "All Other Contents" is understood to include:-

- (a) so far as they are not otherwise insured, employee's directors and visitors personal effects of every description (other than motor vehicles) for an amount not exceeding €650 in respect of any one person
- (b) contents of outbuildings
- (c) contents in the open yards

The term "All Other Contents" excludes

- (a) tenants improvements alterations and decorations
- (b) stock and materials in trade
- (c) money and stamps (including National Insurance stamps) exceeding €750 in total
- (d) documents manuscripts and business books except for the cost of the materials and of clerical labour expended in reproducing such records
- (e) computer systems records except for an amount not exceeding €1,300 in respect of the cost of the materials and of clerical labour and computer time expended in reproducing such records
- (f) any expense in connection with the production of information to be recorded in documents manuscripts business books or computer system records

- (g) any amount exceeding €1,300 in respect of any one pattern model mould plan or design or set of same
- (h) vehicles licensed for road use including accessories thereon
- (i) landlord's fixtures and fittings

(C) Fire Brigade Charges

The insurance on Fire Brigade Charges applies to charges levied by a fire authority in accordance with the provisions of the Fire Services Act 1981 in controlling or extinguishing fire affecting (or threatening to affect) the property insured by this Section in circumstances which have given rise to or would have given rise to **Damage** to the property insured by any cause not herein excluded

(D) Tenants Improvements

The Insurer agrees to indemnify the Insured in respect of **Damage** to tenant's improvements and decorations (but excluding moveable contents) for which the Insured is responsible at the premises situate as described in the Schedule

(E) Leasehold Interest

The premium necessarily incurred in purchasing a lease similar to and in respect of substantially similar accommodation as that held by the Insured in respect of the building situate as stated in the Schedule for an amount not exceeding the sum insured

The insurance by this Section applies only if the lease of the above described building is terminated by reason of the premises being rendered uninhabitable following **Damage**

The amount payable hereunder shall be limited to the premium necessarily incurred in purchasing a lease as defined above but only for a period equal to the unexpired term of the Insured's existing lease of the above described building at the time of the said **Damage**

(F) Miscellaneous Items

As described under the heading "Miscellaneous" in the Schedule

Clauses Applicable to Material Damage Section

Clause 1 – Additional Interest

The interest of parties supplying property to the Insured under a hiring leasing or similar agreement is noted in this insurance the nature and extent of any interest to be disclosed in the event of **Damage**

Clause 2 – Architects' Surveyors' Legal and Consulting Engineers' Fees

The insurance by each item on "Buildings" "Landlord Contents" and "Tenants Improvements" includes an amount in respect of Architects' Surveyors' Consulting Engineers' Legal and other fees necessarily incurred in the reinstatement of the property insured consequent upon its **Damage** but not for preparing any claim. The amount payable for such **Damage** and fees shall not exceed in the aggregate the Sum Insured by each item

Clause 3 – Automatic Cover

It is hereby agreed and declared that the insurance by this Section shall subject to its terms and conditions extend to cover anywhere in the Republic of Ireland Northern Ireland and Great Britain

- (a) any newly acquired and/or newly erected **Buildings** in-so-far as the same are not otherwise insured; and
- (b) alterations additions and improvements to **Buildings** but not in respect of any appreciation in value provided that

- 1 at any one situation this cover shall not exceed 10% of the total sum insured on such property or €1,000,000 whichever is the less
- 2 the Insured undertake to give particulars of such additional insurance as soon as practicable and to pay the pro-rata additional premium from the date of inception thereof the Policy to be endorsed accordingly from the date of commencement of the Insurer's liability
- 3 the provisions of this extension shall be fully maintained notwithstanding any specific insurance effected under 2 above.

N.B. Damage caused by Explosion Riot and Civil Commotion or Malicious Persons is excluded in Northern Ireland in respect of newly acquired and/or newly erected **Buildings**.

Clause 4 – Average

The sums insured by each item of this Section relating to property are declared to be separately subject to Average unless otherwise stated.

Whenever a sum insured is declared to be subject to Average if the property covered thereby shall at the breaking out of any fire or at the commencement of any **Damage** to such property by any other additional peril hereby insured against be collectively of greater value than the sum insured then the Insured shall be considered as being his own Insurer for the difference and shall bear a rateable share of the loss accordingly

Clause 5 – Clearing Drains

The insurance by each item on "**Buildings**" "**LandLord Contents**" and "**Tenants Improvements**" extends to include costs and expenses necessarily and reasonably incurred by the Insured with the consent of the Insurers in cleaning and/or clearing drains and/or sewers and/or gutters on the Insured's own Premises in consequence of any **Damage** not otherwise excluded

Clause 6 – Construction Of Buildings

Except as stated the **Buildings** described are brick stone or concrete built roofed with slates tiles metal asphalt asbestos or concrete

Clause 7 – Designation

For the purposes of determining where necessary the item under which any property is insured the Insurer agrees to accept the designation under which such property has been entered in the Insured's books

Clause 8 – Electrical

If any electrical plant or fitting shall be damaged or destroyed by fire occasioned by self-ignition overrunning excessive pressure short circuiting self-heating or leakage of electricity the Insurer shall not be liable for **Damage** in respect of the particular part in which the fire originated but shall be liable for **Damage** or destruction in respect of any other plant or fitting caused by fire spreading from the original fire

Clause 9 – European Community and Public Authorities Including Undamaged Property

Subject to the following special conditions the insurance in respect of **Buildings** and **Landlord Contents** extends to include such additional cost of reinstatement as may be incurred solely by reason of the necessity to comply with the stipulations of:

- (A) European Community Legislation or

- (B) Building or other regulations under or framed in pursuance of any Act of Oireachtas or Bye-Laws of any Public Authority (hereinafter referred to as 'the Stipulations') in respect of:
- (i) the lost destroyed or damaged property thereby insured
 - (ii) undamaged portions thereof
 - (iii) any water supply equipment at the Premises supplying the sprinkler installation in undamaged portions of the Premises

excluding

- (a) the cost incurred in complying with the Stipulations:
 - (i) in respect of **Damage** occurring prior to the granting of this extension
 - (ii) in respect of **Damage** not insured by the Policy
 - (iii) under which notice has been served upon the Insured prior to the happening of the **Damage**
 - (iv) for which there is an existing requirement which has to be implemented within a given period
 - (v) in respect of property entirely undamaged by any additional peril hereby insured against
- (b) the additional cost that would have been required to make good the property lost destroyed or damaged to a condition equal to its condition when new had the necessity to comply with the stipulations not arisen
- (c) the amount of any 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 the stipulations

Special conditions

- (i) The work or reinstatement must be commenced and carried out without unreasonable delay and in any case must be completed within twelve months after the **Damage** or within such further time as the Insurer may allow (during the said twelve months) and may be carried out upon another site (if the stipulations so necessitate) subject to the liability of the Insurer under this extension not being thereby increased
- (ii) If the liability of the Insurer under (any item of) the Policy apart from this extension shall be reduced by the application of any of the terms and conditions of the Policy then the liability of the Insurer under this extension (in respect of any such item) shall be reduced in like proportion
- (iii) The total amount recoverable under any item of the Policy in respect of this extension shall not exceed:
 - (a) In respect of the lost destroyed or damaged property its sum insured
 - (b) In respect of undamaged portions of property (other than foundations) 20% of the total amount for which the Insurer would have been liable had the property insured by the item at the Premises where the **Damage** has occurred been wholly destroyed
- (iv) The total amount recoverable under any item of the Policy shall not exceed its sum insured
- (v) All the terms and conditions of the Policy except in so far as they are varied hereby shall apply as if they had been incorporated herein

Clause 10 – Fire Brigade Charges Automatic Cover

The Insurer will pay charges that are levied by a fire authority in accordance with the provisions of the Fire Services Act 1981 in controlling or extinguishing fire affecting (or threatening to affect) the property insured by this policy in circumstances which have given rise to, or would have given rise to **Damage** arising from a cause which is not an excluded cause. The most we will pay under this extension is €25,000 any one period of insurance (unless a higher amount is shown in the policy schedule)

Clause 11 – Fire Extinguishing Expenses

The Insurer will pay the reasonable cost incurred by the Insured in

- (a) refilling the fire extinguishing appliances
- (b) recharging halon gas and CO₂ flooding systems
- (c) replacing used sprinkler heads
- (d) refilling sprinkler tanks where costs are metered
- (e) resetting fire and intruder alarms and closed circuit television systems

all in consequence of **Damage** as insured hereby

Clause 12 – Fly Tipping

The Insurer will pay the costs necessarily and reasonably incurred by the Insured of clearing and removing any property illegally deposited in and or on and or around the premises for an amount not exceeding €2,500 in all in any one period of Insurance.

Clause 13 – Landscaped Gardens

The insurance hereby extends to cover costs and expenses incurred with the consent of the Insurer in making good **Damage** to landscaped gardens or grounds at the premises caused by **Damage** as insured hereby but excluding

- (a) the cost of movement of soil other than as necessary for surface preparation
- (b) the failure of trees shrubs or turf to become established following replanting
- (c) the failure of seeds to germinate

It is understood that

- (i) the Insurer shall not be liable for the first €1,300 (or the amount of excess stated in the schedule whichever is greater) in respect of each and every loss arising from **Damage** caused by Storm Flood Riot Civil Commotion Strikers or Malicious Persons (other than by Fire or Explosion) not acting on behalf of or in connection with any political organisation or any other risk falling within the cover "All other accidental **Damage**"
- (ii) the Insurer liability any one occurrence shall not exceed €25,000 or 10% of the sum insured by the relevant item whichever is the less.

Clause 14 – Loss of Market Value

It is understood that

- (a) if the Insured elects not to repair or rebuild the **Buildings** the Insurer will pay to the Insured the reduction in the market value of the **Buildings** immediately following the **Damage** but not exceeding the amount which would have been payable had the **Buildings** been repaired or rebuilt

- (b) if as a result of **Damage** insured hereby the Insured are required to rebuild or reinstate the **Buildings** in a manner different from that immediately before the **Damage** solely to comply with the stipulations (as defined in the European Community and Public Authorities including undamaged Property Clause) and as a result there is reduction in market value thereof the Insurer agrees to pay:
- (i) the cost of repairing or reinstating the **Buildings** and
 - (ii) a cash settlement representing the reduction in market value
- so that the total payment made is no greater than the amount that would have been payable had the **Buildings** been repaired or reinstated in an identical manner to the condition immediately before the **Damage**

Provided that

- (i) the total amount recoverable under any item of the policy shall not exceed its sum insured
- (ii) all the terms and conditions of the policy except in so far as they are varied hereby shall apply as if they had been incorporated herein

Clause 15 – Metered Water

The Insurer will pay the cost for which the Insured is responsible in respect of loss of metered water resulting from the escape of water from pipes apparatus or tanks in consequence of **Damage** as insured hereby provided that the amount payable in respect of any one premises is limited to such excess water charges demanded by the Water Authority. The most we will pay under this clause in any one period of insurance is €25,000

Clause 16 – Mortgagees

The interest of a Mortgagee Freeholder or Lessor in this insurance shall not be prejudiced by any act or neglect of the Mortgagor, Lessee, Leaseholder or occupier of any Building hereby insured whereby the danger of loss or **Damage** is increased without the authority or knowledge of the Mortgagee Lessor or Freeholder provided the Mortgagee Lessor or Freeholder immediately on becoming aware thereof give notice in writing to the Insurer and on demand pay an additional premium if required by the Insurer

Clause 17 – Motor Vehicles

Permission is given for Motor Vehicles in connection with the Insured's **Business** to be housed as required in any of the above described **Buildings**. Motor Vehicles and their contents specifically insured are excluded from the insurance by this Section except in respect of any amount over and above that recoverable under such specific insurance

Clause 18 – Non-Invalidation Clause

This insurance shall not be invalidated by any act or omission or by any alteration whereby the risk of **Damage** is increased unknown to or beyond the control of the Insured provided that the Insured immediately they become aware thereof shall give notice to the Insurer and pay an additional premium if required

Clause 19 – Purchaser's Interest

If at the time of **Damage** to any Building hereby insured the Insured shall have contracted to sell their interest in such building and the purchase shall be thereafter completed, the Purchaser on the completion of the purchase if and so far as the property is not otherwise insured by or on behalf of the Purchaser against such **Damage** shall be entitled to the benefit of this Section so far as it relates to such **Damage** without prejudice to the rights and liabilities of the Insured or the Insurer under this Policy up to the date of completion

Clause 20 – Reinstatement

Unless stated elsewhere to the contrary in the event of “Buildings” “Landlord Contents” (other than Employees pedal cycles and other personal effects) and **Tenants Improvements** insured under this Section being **Damaged** the basis upon which the amount payable under each of the said items of the Section is to be calculated shall be the reinstatement of the property destroyed or damaged subject to the following special provisions and subject also to the terms and conditions of the Policy except in so far as the same may be varied hereby

For the purposes of the insurance under this clause “reinstatement” shall mean the carrying out of the after mentioned work, namely:

- (a) where property is destroyed the rebuilding of the property if a Building or in the case of other property its 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** 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 upon another site and in any manner suitable to the requirements of the Insured subject to the liability of the Insurer not being thereby increased) must be commenced and carried out with reasonable despatch otherwise no payment beyond the amount which would have been payable under the Policy if this clause had not been incorporated therein shall be made
- (2) When any property insured under this clause is **Damaged** in part only the liability of the Insurers shall not exceed the sum representing the cost which the Insurers could have been called upon to pay for reinstatement if such property had been wholly destroyed
- (3) No payment beyond the amount which would have been payable under the Section if this clause had not been incorporated therein shall be made until the cost of reinstatement shall have been actually incurred
- (4) Each item insured under this clause is declared to be separately subject to the following Condition of Average namely:
 - If at the time of reinstatement the sum representing 85% of the cost which would have been incurred in reinstatement if the whole of the property covered by such item had been destroyed exceeds the sum insured thereon at the breaking out of any fire or at the commencement of any **Damage** to such property by any cause not herein excluded then the Insured shall be considered as being their own Insurers for the difference between the sum insured and the sum representing the cost of reinstatement of the whole of the property and shall bear a rateable proportion of the loss accordingly
- (5) No payment beyond the amount which would have been payable under this Section if this clause had not been incorporated therein shall be made if at the time of any **Damage** to any property insured hereunder such property shall be covered by any other insurance effected by or on behalf of the Insured which is not upon the identical basis of reinstatement set forth herein
- (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 this Section if this clause had not been incorporated therein the rights and liabilities of the Insurer and the Insured in respect of the **Damage** shall be subject to the terms and conditions of the Policy including any Condition of Average therein as if this clause had not been incorporated therein

Clause 21 – Reinstatement of the Amount of any Loss

In the absence of written notice by the Insurer or the Insured to the contrary within 30 days of the **Damage** the insurance hereby shall not be reduced by the amount of any loss in consideration of which the Insured shall pay the appropriate extra premium on the amount of the loss from the date thereof to the expiry of the Period of Insurance provided that the **Insured** shall take immediate steps to effect such additions to or variations in the protection of the Property **Insured** as the Insurers may require

Clause 22 – Removal of Debris

The insurance by all items under the Material Damage Section extends to include costs and expenses necessarily incurred by the Insured with the consent of the Insurer in:

- (a) removing debris
- (b) dismantling and/or demolishing
- (c) shoring up or propping
- (d) boarding up of windows and doors
- (e) weather proofing

of the portion or portions of the Property insured by the said items destroyed or damaged by any additional peril hereby insured

The liability of the Insurers under this clause and the policy in respect of any item shall in no case exceed its sum Insured.

The Insurer will not pay for any costs or expenses:

- (a) incurred in removing debris except from the site of such property destroyed or damaged and from the surface of the area immediately adjacent to such site
- (b) arising from pollution or contamination of property not insured by this policy

Clause 23 – Removal of Tenants Debris

The insurance by the Material Damage Section extends to include costs and expenses necessarily incurred by the Insured with the consent of the Insurer in removing debris of tenants' contents (not being the property of the Insured), from the portions or portions of the Property insured destroyed or damaged by any additional peril hereby insured

The most we will pay in respect of the Removal of Tenants' Debris is €10,000 in respect of any 12 month period of insurance

The Insurer will not pay for any costs or expenses

- (a) incurred in removing debris except from the site of such property destroyed or damaged and from the surface of the area immediately adjacent to such site
- (b) arising from pollution or contamination of property not insured by this policy

Provided that the Insurer shall not be liable for any loss or **Damage** which at the time of the happening of such loss or **Damage** is insured by any other policy or policies

Clause 24 – Residential Property

In the event of any **Damage** as insured hereby resulting in:

- (a) a residential building or residential portion of any Building insured hereby being uninhabitable or

- (b) access being prevented to such property

this Section extends to include Rent Receivable (as defined under the Business Interruption Section of the policy) and the reasonable additional cost of comparable accommodation incurred by the lessee or owner until the said property is habitable or accessible

The Insurer's liability shall not exceed 25% of the Sum insured applicable to the residential Building or residential portion of the Building concerned during any one Period of Insurance

Clause 25 – Security Requirements

In respect of **Buildings** occupied by the Insured or for which the security is the direct responsibility of the Insured or their agents and/or in respect of any empty or disused **Buildings** of which the Insurer has been notified:

- (a) any additional protection required by the Insurer shall be fitted in accordance with their requirements and together with all other devices for the protection of the Property insured shall be kept in good order and put in to full and effective operation whenever the premises are closed for business to customers or callers or are unattended.
- (b) all keys including duplicate keys relative to the security of a portion of the premises or to any safe or strong room containing Property insured shall be removed from that portion of the premises whenever they are closed for business or left unattended

Clause 26 – Spontaneous Combustion

Notwithstanding anything contained to the contrary in the printed Conditions of this Policy it is hereby declared and agreed that the insurance by this Section extends to cover destruction or **Damage** by fire only of or to coal coke and wood caused by its own spontaneous fermentation heating or combustion

Clause 27 – Subrogation Waiver

In the event of a claim arising under this Section, the Insurer agrees to waive any rights remedies or relief to which they may become entitled by subrogation rights against:

- (a) Any Company standing in the relation of Parent to Subsidiary (Subsidiary to Parent) to the Insured as defined in Section 155 of the Companies Act, 1963.
- (b) Any Company which is a Subsidiary of a Parent Company of which the Insured are themselves a subsidiary in each case within the meaning of Section 155 of the Companies Act 1963.
- (c) Any tenant or lessee in respect of **Damage** where the premium has been paid by the tenant or lessee unless such **Damage** arises out of a Criminal or Malicious act of the tenant or lessee.

Clause 28 – Temporary Removal (General)

The property insured by this Section is covered whilst temporarily removed for cleaning renovation repair or similar purposes elsewhere and in transit thereto and therefrom all in Ireland Great Britain and Northern Ireland

Provided that

- (a) the liability of the Insurer under this clause in respect of each item of the Section for any **Damage** occurring elsewhere than at the within mentioned Premises shall not exceed 10% of the Sum Insured by the item
- (b) this extension does not apply to property in so far as it is otherwise insured

Clause 29 – Tenancy

The interest of the Insured in this insurance shall not be prejudiced by any act of neglect of the tenant(s) of any building hereby insured whereby the danger of loss or **Damage** is increased without the knowledge of the Insured provided the Insured shall immediately on becoming aware thereof give notice in writing to the Insurer and on demand pay such additional premium as the Insurer may require

Clause 30 – Theft of Keys

If the additional peril of theft is insured hereby the Insurer will pay to the Insured the reasonable expenses not exceeding €5,000 incurred for the necessary replacement of locks following the loss of keys to the premises caused by Theft from the premises or Theft from the private residence of the Insured or an authorised employee

Clause 31 – Trace and Access

It is understood and agreed that in the event of **Damage** resulting from the Escape of Water or Fuel Oil (used for domestic purposes in connection with the **Business**) or Sprinkler Leakage if insured hereby the insurance is extended to include the cost necessarily and reasonably incurred in locating the source of such **Damage** and the subsequent making good of **Damage** caused as a consequence thereof

It is understood that the Insurer's liability any one occurrence shall not exceed €25,000

Clause 32 – Unauthorised use of Electricity Gas Oil or Water

The insurance hereby extends to include the cost of metered electricity gas oil or water for which the Insured are legally responsible arising from its unauthorised use by persons taking possession keeping possession or occupying the Premises without the Insured's authority.

It is understood and agreed that

- (i) all practicable steps are taken to terminate such unauthorised use as soon as it is discovered
- (ii) the Insurer's limit of liability any one occurrence shall not exceed €25,000

Clause 33 – Unoccupied Buildings

1. The Insured must advise the Insurer immediately when the property becomes vacant but the insurance shall not be prejudiced by situation where the property becomes vacant without the knowledge of the Insured
2. Whenever a Building or portion thereof becomes unoccupied:
 - (a) the Insurer shall not be liable for the first €750 of each claim following **Damage** resulting from acts of Malicious persons (other than by Fire or Explosion) not acting on behalf of or in connection with any political organisation Storm Flood Escape of Water or Fuel Oil (used for domestic purposes only), Sprinkler Leakage or Theft
 - (b) the following action must be implemented by the Insured:
 - (i) All mains services must be turned off (except electricity supply to maintain any fire or intruder alarm system) and the water system must be completely drained or during the period 1st October to 1st April each year central heating systems must be kept working at a minimum temperature of 5 degrees C. Where sprinkler systems are installed and water supplies must be maintained, heating must be maintained at a minimum temperature of 5 degrees C.
 - (ii) Unless the Insured are notified by the Insurer in writing to the contrary an inspection of the Building internally and externally must be carried out every seven days

by an authorised representative (or such other frequency as notified in writing by the Insurer) and any waste removed

- (iii) All letter boxes must be sealed up and steps taken to prevent accumulation of mail
- (iv) **Buildings** must be secured against unlawful entry by closing and locking doors and windows and setting any security and alarm systems

- 3. Notice in writing to be given to the Insurer when any empty or disused **Buildings** or portions of **Buildings** are again occupied and an additional premium paid if required

Clause 34 – Upgrading Sprinkler Installations

The insurance hereby extends to include the additional costs incurred following **Damage** to the automatic sprinkler installation at the premises by any additional peril insured hereby in the event that on repair or reinstatement thereof the Insurer requires the installation to conform to the Loss Prevention Council rules for automatic Sprinkler Installations current at the time

It is understood that the total amount recoverable in respect of this cover shall not exceed €25,000 in any one period of insurance

Clause 35 – Workmen

Workmen are allowed on the aforesaid premises for the purpose of making minor structural and other alterations from time to time without prejudice to this Insurance

Business Interruption Section

If **Damage** by any insured peril occurs at the Premises to property used by the Insured for the purpose of the **Business** and causes interruption of or interference with the Insured's **Business** at the premises

the Insurer will pay to the Insured in accordance with the provisions of this insurance the amount of loss resulting from the interruption or interference caused by the **Damage** provided that

- 1. at the time of the happening of the **Damage** there shall be in force an insurance covering the interest of the Insured in the property at the Premises against such **Damage** and that
 - (i) payment shall have been made or liability admitted therefore or
 - (ii) payment would have been made or liability admitted therefore but for the operation of a proviso in such insurance excluding liability for losses below a specified amount
- 2. the liability of the Insurer under this Section shall not exceed
 - (i) in the whole the total sum insured or in respect of any item its sum insured or any other limit of liability at the time of the **Damage**
 - (ii) the sum insured or limit remaining after deduction for any other interruption or interference consequent upon **Damage** occurring during the same period of insurance unless the Insurer shall have agreed to reinstate any such sum insured or limit.

Rent Receivable

Item 1 On Rent Receivable € Estimated Rent Receivable as stated in the schedule

The insurance under the item for Rent Receivable is limited to (a) Loss of Rent Receivable and (b) Increase in Cost of Working and the amount payable as indemnity thereunder shall be:

- (a) in respect of loss of Rent Receivable the amount by which the Rent Receivable during the **Indemnity Period** shall, in consequence of **Damage**, fall short of the Standard Rent Receivable
- (b) in respect of Increase in Cost of Working the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the Loss of Rent Receivable which but for that expenditure would have taken place during the Indemnity Period in consequence of the **Damage** but not exceeding the amount of the reduction in Rent Receivable thereby avoided

less any sum saved during the **Indemnity Period** in respect of such of the charges and expenses of the **Business** payable out of the Rent Receivable as may cease or be reduced in consequence of the **Damage**

Notwithstanding proviso (b) to Item 1 Rent Receivable above:

- (a) the liability of the Insurer shall in no case exceed, in respect of Rent Receivable 200% of the Estimated Rent Receivable stated herein, in respect of each other item 100% of the Sum insured stated herein, nor in the whole the sum of 200% of the Estimated Rent Receivable and 100% of the Sums insured by other items or such other amounts as may be substituted therefore by endorsement signed by or on behalf of the Insurer
- (b) in the absence of written notice by the Insured or the Insurer to the contrary the Insurer's liability shall not stand reduced by the amount of any loss the Insured undertaking to pay the appropriate additional premium for such automatic reinstatement of cover

Definitions

Estimated Rent Receivable

The amount declared by the Insured to the Insurer as representing not less than the Rent Receivable which it is anticipated will be earned by the **Business** during the financial year most nearly concurrent with the Period of Insurance (or a proportionately increased multiple thereof where the maximum **Indemnity Period** exceeds 12 months)

Indemnity Period

The period beginning with the occurrence of the **Damage** and ending not later than the **Indemnity Period** thereafter stated in the Schedule during which the Rent Receivable shall be affected in consequence of the **Damage**

Rent Receivable

The amount of the rent service charges and other income received or receivable from the letting of the Premises and for services rendered thereat

Standard Rent Receivable

The Rent Receivable during that period in the 12 months immediately before the date of the **Damage** which corresponds with the **Indemnity Period** 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 nearly as may be reasonable practicable the results which but for the **Damage** would have been obtained during the relative period after the **Damage**

Clauses Applicable to Rent Receivable

Clause 1 – Alternative Trading Clause

If during the **Indemnity Period** the **Business** shall be conducted elsewhere than at the premises the money paid or payable to the Insured in respect of such other premises shall be brought into account in arriving at the Rent Receivable during the **Indemnity Period**

Clause 2 – Buildings Awaiting Sale

If at the time of the **Damage** the Insured shall have contracted to sell their interest in the **Buildings** and the sale is cancelled or delayed solely in consequence of the **Damage** the amount payable may at the Insured's option be as follows:

either

(a) during the period prior to the date upon which but for the **Damage** the **Buildings** would have been sold the loss of rent being the actual amount of the reduction in the Rent Receivable by the Insured during the Indemnity Period solely in consequence of the **Damage**

or

(b) during the period commencing with the date upon which but for the **Damage** the **Buildings** would have been sold and ending with the actual date of sale or with the expiry of the Indemnity Period if earlier the loss in respect of interest being:

- (i) the actual interest incurred on capital borrowed (solely to off set in whole or in part the loss of use of the sale proceeds) for the purpose of financing the **Business**
- (ii) the investment interest lost to the Insured on any balance of the sale proceeds (after deduction of any capital borrowed as provided for under paragraph (i) above)

less any amount receivable in respect of Rent

This Section also covers with the consent of the Insurer:

additional expenditure being the expenditure necessarily and reasonably incurred during the **Indemnity period** in consequence of **Damage** solely to avoid or minimise the loss payable under (a) and (b) above

Clause 3 – Capital Additions

The insurance extends to cover Rent Receivable in respect of newly acquired or newly erected **Buildings** or alterations additions or extensions to the **Buildings** insured by this Policy in so far as such rent receivable is not otherwise Insured provided that:

- (a) at any one situation this cover shall not exceed 10% of the Sum insured under this Section or €500,000 during any one Period of Insurance whichever is the less
- (b) the Insured shall give particulars of such Capital Additions as soon as reasonably practical and shall effect specific insurance thereon retrospective to the date of the commencement of the Insurer's liability
- (c) the provisions of this extension shall be fully maintained notwithstanding any specific insurance effected under (b) above

Clause 4 – Cost of Re-Letting

This Section is extended to include the costs necessarily and reasonably incurred with the consent of the Insurer during the **Indemnity Period** in re-letting the **Buildings** (including legal fees in connection with the re-letting) solely in consequence of **Damage**

Clause 5 – Loss of Investment Income On Late Payment

Where following **Damage** the Insurer is making a payment in respect of Rent Receivable and the payment to the Insured by the Insurer is made later than the date upon which the Insured would normally expect to receive such rent from the lessee the Insurer will pay a further sum representing the interest which the Insured would have earned by placing the money in their normal deposit account on the earlier date

Clause 6 – Managing Agents

Any loss as Insured by this Section resulting from interruption of or interference with the **Business** in consequence of **Damage** to Property at the Premises of any managing agents employed or engaged to collect Rent Receivable shall be deemed to be **Damage** provided that

- (i) after the application of all other terms and conditions of the policy the liability of the insurer under this clause in respect of any one occurrence shall not exceed 20% of the sum insured on Rent Receivable
- (ii) such Rent Receivable is not paid to the Insured as a direct result of the **Damage**
- (iii) the Rent Receivable is not outstanding for 120 days in excess of its due date
- (iv) all reasonable steps to recover the Rent Receivable are taken
- (v) such Rent Receivable is not recoverable under any other Policy

Clause 7 – New Business

For the purpose of any claim arising from **Damage** occurring before the completion of the first years trading of the **Business** at the Premises the term "Standard Rent Receivable" shall bear the following meaning and not as within stated;-

Standard Rent Receivable – The proportional equivalent for a period equal to the **Indemnity period** of the Rent Receivable realised during the period between the commencement of the Business and the Date of the **Damage** 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 whether before or after the **Damage** or which would have affected the Business had the **Damage** not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the **Damage** would have been obtained during the relative period after the **Damage**

Clause 8 – Notifiable Disease, Vermin, Defective Sanitary Arrangements, Murder And Suicide

The Insurer will also indemnify the Insured in respect of loss directly resulting from interruption of or interference with the **Business** carried on by the Insured at the premises in consequence of

- (a) any occurrence of a Notifiable Disease (as defined below) at the premises or attributable to food or drink supplied from the premises
- (b) any discovery of an organism at the premises likely to result in the occurrence of a Notifiable Disease
- (c) the discovery of vermin or pests at the premises which causes restrictions on the use of the premises on the order or advice of the competent local authority
- (d) any accident causing defects in the drains or other sanitary arrangements at the premises which causes restrictions on the use of the premises on the order or advice of the competent local authority
- (e) any occurrence of murder suicide at the premises

Notifiable Disease is defined as illness sustained by any person resulting from: food or drink poisoning or any human or human infectious/contagious disease (excluding Acquired Immune Deficiency Syndrome—otherwise known as (AIDS) or AIDS related condition, Severe Acute Respiratory Syndrome (SARS) and any mutation of H5N1 that manifests itself as a human infectious or human contagious disease) an outbreak of which the competent local authority has stipulated shall be notified to them.

For the purpose of this endorsement “**Indemnity Period**” shall mean the period which the results of the **Business** shall be affected in consequence of the occurrence discovery or accident beginning: (i) in the case of (a), (b) and (e) above, with the occurrence or discovery of the **Damage** (ii) in the case of (c) and (d) above, with the date from which the restriction on the premises are applied and ending not later than the **Indemnity Period** thereafter.

The Insurer shall not be liable under this endorsement for any costs incurred in the cleaning, repair, replacement, recall or checking of any property. The Insurer shall only be liable for the loss arising at those premises insured which are directly affected by the occurrence discovery or accident

The most we will pay (unless stated otherwise in another endorsement) under this clause is the sum insured or €250,000 (in respect of any one incident/in respect of any one period of Insurance), whichever is the lesser

Clause 9 – Premium Adjustment Clause

The premium paid hereon may be adjusted on receipt by the Insurer of a declaration of Rent Receivable earned during the financial year most nearly concurrent with the Period of Insurance as reported by the Insured’s auditors

If any **Damage** shall have occurred giving rise to a claim for loss of Rent Receivable the above mentioned declaration shall be increased by the Insurer for the purpose of premium adjustment by the amount by which the Rent Receivable was reduced during the financial year solely in consequence of the **Damage**

If the declaration (adjusted as provided for above and proportionately increased where the **Indemnity Period** exceeds 12 months)

- (a) is less than the sum insured on Rent Receivable for the relative period of insurance the Insurer will allow a pro rata return of premium not exceeding 50% of the premium paid
- (b) is greater than the Estimated Rent Receivable for the relative period of insurance the Insured shall pay a pro rata addition to the premium paid on the Estimated Rent Receivable

Clause 10 – Prevention Of Access

Subject to the conditions of the policy **Consequential Loss** as insured by this Section resulting from interruption of or interference with the **Business** in consequence of **Damage** to property in the vicinity of the premises insured or access thereto whether the premises or property of the Insured therein shall be damaged or not shall be deemed to be loss resulting from **Damage** to property used by the Insured at the premises insured, provided that after the application of all other terms conditions and provisions of the policy the liability of the Insurer under this clause in respect of any one occurrence shall not exceed €250,000 or the sum insured whichever is the lesser

Note **Damage** to property of any supply undertaking from which the Insured obtains electricity gas water or telecommunications services which prevents or hinders the supply of such services to the insured Premises is excluded.

Clause 11 – Public Utilities

Subject to the terms and conditions of the policy **Consequential Loss** as insured by this Section resulting from interruption of or interference with the **Business** in consequence of **Damage** to property from which the Insured obtain supplies at any

- (i) generating station or sub-station of the public electricity supply undertaking
- (ii) land based premises of the public gas supply undertaking or of any natural gas producer linked directly therewith
- (iii) water works or pumping station of the public water supply undertaking
- (iv) land based premises of the public telecommunications undertaking

from which the Insured obtains electricity gas water or telecommunications services all in the Republic of Ireland and/or Northern Ireland shall be deemed to be loss resulting from **Damage** to property used by the Insured at the premises insured

Provided that after the application of all other terms conditions and provisions of the policy the liability of the Insurer under this clause shall not exceed

- (a) €250,000 or the sum insured on the Rent Receivable item for the property affected whichever is the lesser in respect of any one occurrence any one Period of Insurance
- (b) the Maximum Indemnity period is 12 months unless the **Indemnity Period** for this policy is less in which case the policy Indemnity Period will apply to this clause also

Clause 12 – Renewal

The Insured shall prior to each renewal provide the Insurer with the Estimated Rent Receivable for the financial year most nearly concurrent with the ensuing year of insurance

Clause 13 – Unlawful Occupation

Subject to the conditions of the Policy loss as insured by this Section is extended to include loss resulting from interruption of or interference with the **Business** in consequence of access to or use of the Premises being hindered or prevented due to the Premises or property in the vicinity of the Premises or any rights of way being

- (a) occupied by terrorists or persons thought to be terrorists
- (b) unlawfully occupied by third parties except in the course of a dispute between any employer and employee or group of workers
- (c) thought to contain or actually containing a harmful device provided that the Gardai/Police Authority are immediately informed

It is understood that the Insurers shall not be liable for

- (i) loss arising from any cause within the control of the Insured
- (ii) loss as a result of physical loss or destruction of or **Damage** to property
- (iii) loss which is the direct result of repairs or maintenance being carried out to property as a result of inherent defect or wear and tear
- (iv) any **Damage** involving prevention or hindrance of access to or use of the Premises for less than 12 hours duration.

The Liability of the Insurer under this clause shall not exceed €10,000 in respect of any one occurrence any one period of insurance.

Increased Cost of Working

Item 2 Increased Cost of Working

€ Sum insured as stated on schedule

The insurance under this item is limited to Increased Cost of Working and the amount payable as indemnity thereunder shall be the increased expenditure reasonably incurred by the Insured during the **Indemnity Period** in order to minimise any interruption of or interference with the **Business** in consequence of the **Damage**

Provided that in the event of **Damage** the Insurer shall be liable for not more than one third of the sum insured hereunder in respect of such additional expenditure arising in the first quarter of the maximum **Indemnity Period** following the date of the **Damage** nor more than an equal proportion of the balance of the sum insured per month in respect of the additional expenditure in the remainder of the maximum **Indemnity period**.

Indemnity Period: The period beginning with the occurrence of the **Damage** and ending not later than the **Indemnity Period** appearing in the schedule during which the results of the **Business** shall be affected in consequence of the **Damage**

Note: Extensions

It is understood and agreed that the following Clauses as defined under the Specification for Rent Receivable shall apply to the specification on Increased Cost of Working in like manner

- Prevention of Access
- Public Utilities
- Managing Agents
- Unlawful Occupation

Supplementary Clauses and Memoranda Under the Business Interruption Section

Clause 1 – Material Damage Proviso Waiver

It shall not be a condition precedent to liability in respect of interruption or interference in consequence of **Damage** resulting from a cause not otherwise excluded that payment shall have been made or liability admitted under the insurance covering the interest of the Insured in the property at the premises against such **Damage** if no such payment shall have been made nor liability admitted solely owing to the operation of a proviso in such insurance excluding liability for losses below a specified amount

Clause 2 – Notes

- (i) To the extent that the Insured is accountable to the tax authorities for Value Added Tax all terms in this policy shall be exclusive of such tax
- (ii) Any adjustments implemented in current cost accounting shall be disregarded for the purpose of cover under this Section

Clause 3 – Payments On Account Clause

Payments on account may be made to the Insured during the **Indemnity Period** at the discretion of the Insurer subject to any necessary adjustments at the end of the **Indemnity Period**.

Clause 4 – Professional Accountants Clause

Any particulars of details contained in the Insured's books of account or other books or documents which may be required by the Insurer under the General Claims Conditions for the purpose of investigating or verifying any claim hereunder may be produced by Professional Accountants if at any time they are regularly acting as such for the **Insured** and their reports shall be prima facie evidence of the particulars and details to which such report relates

The Insurers will pay to the Insured under this Section the reasonable charges payable by the Insured to their Professional Accountants/Auditors for producing any particulars or details or any other proofs information or evidence as may be required by the Insurer under the terms of this Section and reporting that such particulars or details are in accordance with the Insured's books of account or other **Business** books or documents provided that the sum of the amount payable under this clause and that amount otherwise payable under this Section shall in no case exceed the liability of the Insurer as stated

Clause 5 – Reinstatement of the Amount of any Loss

In consideration of the insurance by any item hereof not being reduced by the amount of any loss the Insured undertake to 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

Clause 6 – Subrogation Waiver

In the event of a claim arising under this Section the Insurer agrees to waive any rights remedies or relief to which they might become entitled by subrogation rights against:

- (a) any Company standing in the relation of Parent to Subsidiary (Subsidiary to Parent) to the Insured as defined in Section 155 of the Companies Act 1963.
- (b) any Company which is Subsidiary of a Parent Company of which the Insured are themselves a Subsidiary in each case within the meaning of Section 155 of the Companies Act 1963.
- (c) any tenant or lessee in respect of **Consequential Loss** applicable to the Premises where the premium has been paid by the tenant or lessees unless such **Consequential Loss** arises out of a criminal or malicious act of the tenant or lessee

Book Debts Section

In the event of **Damage** to the Insured's books of account or other **Business** books or records at the premises described in the Schedule by any additional perils insured and the Insured be in consequence thereof unable to trace or establish the Outstanding Debit Balances in whole or part due to them

then the Insurer will pay to the Insured in respect of each item in the Schedule the amount of **Damage** in accordance with the provisions therein contained

Provided that the liability of the Insurer shall in no case exceed in respect of each item the sum expressed in the said Schedule to be insured thereon or in the whole the total sum insured hereby or such other sum as may hereafter be substituted therefore by memorandum signed by or on behalf of the Insurer

The Insurance by the within Schedule is limited to the loss sustained by the Insured in respect of Outstanding Debit Balances directly due to the **Damage** and the amount payable in respect of any one occurrence of **Damage** shall not exceed:

- (i) the difference between

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

Provided that if the sum insured by this item be less than the Outstanding Debit Balances the amount payable shall be proportionately reduced.

Definitions

Outstanding Debit Balances – The total declared in the statement last given under the provisions of the Declaration Clause 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 said last statement 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 obtained at the date of **Damage** had the **Damage** not occurred

Warranty

It is warranted that

- (a) the Insured's books of account and other business books and records in which customers accounts are shown shall be kept in fire-resisting safes or in fire-resisting cabinets when not in use or
- (b) duplicate records are kept in a separate building

Clauses Applicable to Book Debts

Clause 1 – Adjustment

On the expiry of each Period of Insurance the actual premium shall be calculated at the rate per cent per annum on the average amount insured, i.e. the total of the sums declared divided by the number of declarations. If the actual premium shall be less than the first premium (or the annual premium in the case of the second and subsequent Periods of Insurance) the difference shall be repaid to the Insured, but such repayment shall not exceed one-half of the first or annual premium respectively. If the amount of a declaration exceeds the sum insured applicable at the date of such declaration or if no declaration be deposited then for the purposes of this clause only the Insured shall be deemed to have declared such sum insured

Clause 2 – Automatic Reinstatement of Loss

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

Clause 3 – Declaration

The Insured shall within thirty days of the end of each month deposit with the Insurer a signed statement showing the total amount outstanding in customers accounts as set out in the Insured's accounts as at the end of the said month

Clause 4 – Professional Accountants Charges

The Insurer will pay the reasonable charges payable by the Insured to their Professional Accountants/Auditors for producing any particulars or details or any other proofs information or evidence as may be required by the Insurer under the terms of this Section and reporting that such particulars or details are in accordance with the Insured's books of accounts or other business books or documents provided that the sum of the amount payable under this clause and that amount otherwise payable under this Section shall in no case exceed the total sum insured hereby.

Additional Perils (Available Under the Material Damage, Business Interruption and Book Debts Sections)

The following Additional Perils are only operative if included by endorsement on the within schedule

1. Fire

Fire but excluding **Damage** or **Consequential Loss** caused by

- (a) explosion resulting from fire
- (b) earthquake or subterranean fire
- (c) (i) its own spontaneous fermentation or heating or
(ii) its undergoing any heating process or any process involving the application of heat

Lightning

Explosion

- (i) of boilers
- (ii) of gas

used for domestic purposes only

- (iii) in respect of Business Interruption and Book Debts Sections of any other boilers or economisers on the premises

but excluding **Damage** or **Consequential Loss** caused by earthquake or subterranean fire

2. Explosion

Explosion excluding

- (a) in respect of the Material Damage Section
Damage caused by or consisting of the bursting of a boiler economiser or other vessel machine or apparatus in which internal pressure is due to steam only and belonging to or under the control of the **Insured**
- (b) in respect of the Business Interruption and Book Debts Sections
Consequential Loss or **Damage** caused by the bursting of any vessel machine or apparatus (not being a boiler or economiser on the Premises) in which internal pressure is due to steam only and belonging to or under the control of the Insured

3. Aircraft

Aircraft or other aerial devices or articles dropped therefrom excluding **Damage** or **Consequential Loss** by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds

4. Riot Civil Commotion

Riot Civil Commotion Strikers Locked Out Workers or persons taking part in labour disturbances or Malicious Persons acting on behalf of or in connection with any political organisation excluding

Damage or **Consequential Loss**

- (a) arising from confiscation requisition or destruction by order of the government or any public authority
- (b) arising from cessation of work
- (c) by fire caused by Strikers Locked-out Workers or persons taking part in labour disturbances or Malicious Persons
- (d) in respect of Business Interruption and Book Debts Sections **Consequential Loss** or **Damage** arising from deliberate erasure loss distortion or corruption of information on computer systems or other records programs or software

5. Riot Civil Commotion Strikers Malicious Persons

Riot Civil Commotion Strikers Locked Out Workers or persons taking part in labour disturbances or Malicious Persons excluding

- (a) **Damage** or **Consequential Loss** arising from confiscation requisition or destruction by order of the Government or any public authority
- (b) **Damage** or **Consequential Loss** arising from cessation of work
- (c) as regards **Damage** (other than by fire or explosion) directly caused by Malicious Persons not acting on behalf of or in connection with any political organisation
 - (i) **Damage** by theft or attempted theft
 - (ii) **Damage** in respect of any building which is empty or not in use
- (d) in respect of Business Interruption and Book Debts Sections **Consequential Loss** or **Damage** arising from deliberate erasure loss distortion or corruption of information on computer systems or other records programs or software

6. Riot or Civil Commotion (Fire only)

Riot or Civil commotion in respect of **Damage** or **Consequential Loss** caused by fire only excluding **Damage** or **Consequential Loss** arising from

- (a) confiscation requisition or destruction by order of the Government or any public authority
- (b) cessation of work

7. Earthquake

8. Subterranean Fire

9. Storm

Storm excluding

- (a) **Damage** or **Consequential Loss** caused by

- (i) the escape of water from the normal confines of any natural or artificial water course lake reservoir canal or dam
- (ii) inundation from the sea

whether resulting from storm or otherwise

- (b) **Damage or Consequential Loss** attributable solely to change in the water table level
- (c) **Damage or Consequential Loss** by frost subsidence ground heave or landslip
- (d) **Damage or Consequential Loss** in respect of movable property in the open fences and gates

10. Storm or Flood

Storm or flood excluding

- (a) **Damage or Consequential Loss** attributable solely to change in the water table level
- (b) **Damage or Consequential Loss** by frost subsidence ground heave or landslip
- (c) **Damage or Consequential Loss** in respect of movable property in the open fences and gates

11. Escape of Water or Fuel Oil from any tank apparatus or pipe

Escape of water or fuel oil(used for domestic purposes only) from any tank apparatus or pipe excluding

- (a) **Damage or Consequential Loss** caused by water discharged or leaking from any automatic sprinkler installation
- (b) **Damage or Consequential Loss** in respect of any building which is empty or not in use

12. Impact

Impact by any road vehicle or by goods falling therefrom or animal but excluding

- (a) **Damage or Consequential Loss** in respect of property in transit

13. Sprinkler leakage

Accidental escape of water from any automatic sprinkler installation in the premises not caused by

- (a) freezing whilst the building in so far as it is in the Insured's ownership or tenancy is empty or not in use
- (b) explosion earthquake subterranean fire or heat caused by fire

14. Subsidence or Ground Heave

Subsidence or Ground Heave of any part of the site on which the property stands or Landslip excluding:

- (a)
 - (i) **Damage** to land yards car parks roads pavements walls gates and fences insured hereby unless also affecting a building insured hereby
 - (ii) **Consequential Loss** in respect of land insured hereby unless a Building at the same Premises used by the **Insured** for the purpose of the **Business** is also damaged thereby
- (b) **Damage or Consequential Loss** caused by or consisting of:
 - (i) the normal settlement or bedding down of new structures

- (ii) the settlement or movement of made up ground
 - (iii) coastal or river erosion
 - (iv) defective design or workmanship or the use of defective materials
 - (v) fire subterranean fire explosion earthquake or the escape of water from any tank apparatus or pipe
- (c) (i) **Damage or Consequential Loss** or
- (ii) loss resulting from destruction or damage which originated prior to the inception of this cover
- (d) **Damage or Consequential Loss** resulting from:
- (i) demolition construction structural alteration or repair of any property or
 - (ii) groundworks or excavation
- at the same Premises

Special condition

In so far as this insurance relates to **Damage** caused by Subsidence Ground Heave or Landslip

- (a) the Insured shall notify the Insurer immediately they become aware of any demolition groundworks excavation or construction being carried out on any adjoining site
- (b) the Insurer shall then have the right to vary the terms or cancel this cover

15. Theft

Theft or Attempted Theft or Robbery or Attempted Robbery committed on the Premises including any directly resulting:

- (a) **Damage** to the **Buildings** of the Premises falling to be borne by the Insured
- (b) **Damage** to glass which:
 - (i) is accompanied by and directly forms part of other **Damage** to which this cover applies or
 - (ii) is accepted by the Gardaí/Police Authority as prima facie evidence of attempted theft within the meaning of this cover

but only if and so far as the glass is not more specifically insured

but excluding:

- (a) any loss destruction or **Damage** contributed to or caused by any person lawfully on the Premises

16. All Other Damage

All Other Accidental Damage excluding

- 1 **Damage or Consequential Loss** resulting from any
 - (a) of the additional perils
 - (b) of the causes expressly excluded from the additional perils specified above (whether insured or not)

- 2 **Damage or Consequential Loss** caused by or consisting of:
- (a) inherent vice latent defect gradual deterioration wear and tear its own faulty or defective design or materials
 - (b) faulty or defective workmanship operational error or omission on the part of the Insured or any of their employees
- but this shall not exclude subsequent **Damage** or **Consequential Loss** which itself results from a cause which is not otherwise excluded
- 3 **Damage or Consequential Loss** caused by or consisting of:
- (a) corrosion rust wet or dry rot shrinkage evaporation loss of weight dampness dryness marring scratching vermin or insects
 - (b) change in temperature colour texture or finish
- Damage or Consequential Loss** consisting of:
- (c) 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
 - (d) mechanical or electrical breakdown or derangement of the particular machine apparatus or equipment in which such breakdown or derangement originates
 - (e) **Consequential Loss** caused by the deliberate act of a supply undertaking in withholding the supply of water gas electricity fuel or telecommunications services except where such act is solely for the purpose of safeguarding human life
- but this shall not exclude:
- (i) such **Damage** or **Consequential Loss** which itself results from any accidental loss destruction or **Damage** not otherwise excluded
 - (ii) subsequent **Damage** or **Consequential Loss** which itself results from a cause not otherwise excluded
- 4 **Damage or Consequential Loss** caused by or consisting of acts of fraud or dishonesty but this shall not exclude such **Damage** or **Consequential Loss** if resulting from a cause which is not otherwise excluded
- 5 **Damage** caused by or consisting of or **Consequential Loss** arising directly or indirectly from disappearance unexplained or inventory shortage misfiling or misplacing of information
- 6 In respect of Business Interruption and Book Debts Sections **Consequential Loss** or **Damage** arising directly or indirectly from erasure loss distortion or corruption of information on computer systems or other records programs or software
- 7 (a) in respect of the Material Damage Section destruction of or **Damage** to a building or structure caused by its own collapse or cracking
- (b) in respect of the Business Interruption and Book Debts Sections loss resulting from destruction of or **Damage** to a building or structure used by the Insured at the Premises caused by its own collapse or cracking
- 8 **Damage or Consequential Loss** in respect of computers or data processing equipment other than such **Damage** or **Consequential Loss** caused by a **Defined Peril** in so far as it is not otherwise excluded

- 9 In respect of the Book Debts Section
 - (a) erasure or distortion of information on computer systems records 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 or due to defects in such computer systems records
 - (b) **Damage** due to any dishonest or fraudulent act by any of the Insured's employees or by any person acting on behalf of the Insured
- 10 **Damage** (other than by fire or explosion) resulting from its undergoing any process of production packing treatment testing commissioning servicing or repair
- 11 **Damage** in respect of jewellery precious stones precious metals bullion furs curiosities works of art or rare books glass (other than fixed glass) china earthenware marble or other fragile or brittle objects money cheques stamps bonds credit cards or securities of any description other than such **Damage** caused by a **Defined Peril** in so far as it is not otherwise excluded
- 12 vehicles licenced for road use (including accessories thereon) caravans trailers railway locomotives rolling stock watercraft or aircraft land piers jetties bridges culverts or excavations livestock growing crops or trees unless specifically mentioned as insured by this policy
- 13 property which at the time of the happening of **Damage** is insured by or would but for the existence of this insurance be insured by any Marine policy or policies except in respect of any excess beyond the amount which would have been payable under the Marine policy or policies had this insurance not been effected

Notes Applicable to Additional Perils

Note 1 Explosion

In respect of any vessel machinery or apparatus or its contents, belonging to or under the control of the Insured which requires to be examined to comply with any Statutory Regulations cover against **Damage** thereto caused by an explosion originating therein is subject to the provision that such vessel machinery or apparatus shall be the subject of a policy or other contract providing the required inspection service

Exclusions Applicable to Material Damage, Business Interruption and Book Debts Sections

This policy does not cover:

1 Consequential loss on material damage Section

In respect of Material Damage Section

Consequential Loss of any kind or description

2 Damage to Land

(a) in respect of Material Damage Section

any loss or destruction of or **Damage** to land

(b) in respect of the Business Interruption Section

Consequential Loss caused by loss or destruction of or **Damage** to land

other than for an amount of any loss of less than €25,000 in total in respect of land to a depth of up to one metre the Insured's own or for which they are responsible within the perimeter of the Premises provided that such loss is not otherwise excluded

3 Pollution

(a) In respect of the Material Damage Section

Damage caused by pollution or contamination but this shall not exclude **Damage** to the Property insured, not otherwise excluded caused by:

- (i) pollution or contamination which itself results from a **Defined Peril** hereby insured against
- (ii) a **Defined Peril** hereby insured against which itself results from pollution or contamination
- (iii) where the Cover All Other Accidental Damage is operative, sudden identifiable unintended and unexpected pollution or contamination

(b) In respect of the Business Interruption and Book Debts Sections

Loss resulting from pollution or contamination but this shall not exclude loss resulting from **Damage** to property used by the Insured at the Premises for the purpose of the **Business** not otherwise excluded caused by

- (i) pollution or contamination at the Premises which itself results from a **Defined Peril** hereby insured against
- (ii) a **Defined Peril** hereby insured against which itself results from pollution or contamination
- (iii) where the Cover 'All Other Accidental Damage' is operative sudden identifiable unintended and unexpected pollution or contamination at the Premises

Subject to a limit of liability in respect of (a) (iii) and (b) (iii) in any one Period of Insurance of €25,000

4 Property in course of construction and property more specifically Insured

Damage or **Consequential Loss** in respect of

- (a) Property or structures in course of construction or erection and materials or supplies in connection with all such property in course of construction or erection other than refurbishment work and extensions to existing structures having a contract value not exceeding €500,000
- (b) Property more specifically insured

Money Section

In the Event of physical loss or **Damage** to

(a) **Money**

(b) safes or strong rooms which normally contain **Money** caused by theft or attempt thereof

occurring within the limits of the Republic of Ireland or the United Kingdom the Insurer will indemnify the Insured against such **Damage** provided that the liability of the Insurer in respect of any item insured shall not exceed the specified Limit of Liability thereon.

Provided Always that:

- (a) the Insurer's liability shall be limited to:

- (i) €325 in respect of **Money** in the Insured's premises when closed for **Business** or unattended and not secured in locked safe or strong room
 - (ii) €650 in respect of **Money** (other than crossed cheques and crossed postal orders) in the private residence of the Insured or an authorised **Employee**
 - (iii) €50 per packet in respect of **Money** (other than crossed cheques and crossed postal orders) dispatched by unregistered post
- (b) whenever **Money** is contained in a locked safe or strong room at the Insured's premises when closed for **Business** or unattended all keys of such safe or strong room shall be removed from the premises

Definition

Money

Money shall mean Cash Bank and Currency Notes Postal Orders Money Orders Cheques Banker's Drafts Bills of Exchange Unused Units in Postage Stamp Franking Machines Postage Stamps National Savings Certificates Revenue Stamps Luncheon Vouchers Trading Stamps Credit Card Sales Vouchers Telephone Call Cards National Lottery Cards for their normal value Consumer Redemption Vouchers Gift Tokens VAT Purchase Invoices and Prize Bonds all pertaining to the **Business** and belonging to or for which the Insured are responsible

Business Hours

The period during which the Insured's premises are actually occupied for **Business** purposes and during which the Insured or his Employees entrusted with cash are in the premises.

Crossed Cheques and Postal Orders

Cash consisting of Crossed Cheques Crossed Postal Orders Crossed Money Orders Crossed Giro Cheques Crossed Bankers Drafts Premium Bonds Stamped National Insurance Cards Stamped Builders Cards Stamped Pension Cards and National Saving Certificates

Conditions and Clauses Applying to the Money Section

The Section does not cover

- (a) loss from any unattended vehicle or from any gaming amusement or vending machine
- (b) **Damage** caused by or due to
 - (i) the dishonest acts of any person in the employ or service of the Insured not discovered within seven days of the actual occurrence thereof
 - (ii) clerical or accounting errors
- (c) **Damage** to any property contributed to caused by or arising from riots strikes or civil commotion
- (d) Any loss or theft occurring during transit when the cash is carried by anyone who is not the Insured or any Employee in the regular service of the Insured
- (e) Losses covered by a policy of fidelity guarantee
- (f) Any loss of unattended cash not in locked safe or strong room during **Business Hours**.

Personal Accident (Malicious Attack) Insurance Extension

If any person whilst engaged in the Insured's **Business** (hereinafter called "the Assured") shall sustain accidental bodily injury by violent external and visible means arising from malicious attack or assault or attempt thereof by any person stealing or attempting to steal **Money** insured by this Section then the Insurer will reimburse the Insured in respect of payment to the Assured or his/her legal personal representative as the case may require the sum or sums set out in the Table of Benefits hereunder:

Table of Benefits

If accidental bodily injury as defined above shall be the sole and immediate cause of:

(1)	Death within twelve months of the injury.	€6,500
(2)	Total loss of a limb or limbs and/or the total and irrecoverable loss of all sight of an eye or eyes within twelve months of the injury.	€6,500
(3)	Permanent total inability to attend to any occupation or business.	€6,500
(4)	Temporary total inability to attend to the usual occupation or business	The Assureds normal weekly wage or salary not exceeding €65 per week

Provided Always that:

- (i) "Loss of Limb" shall mean total loss by physical separation at or above the wrist or ankle or permanent total loss of use of an entire hand arm foot or leg
- (ii) The Insurer shall not be liable under Benefit (4) to pay for a longer period than 104 weeks in respect of any one accident
- (iii) If the Insurer is satisfied that the inability is permanent Benefit (3) shall become payable when Benefit (4) is exhausted. The Insurer shall not otherwise be liable to pay more than one Benefit in respect of the same accident. In no case shall more than one Benefit be payable in respect of the same period of time.
- (iv) No Benefit shall be payable until the entire amount thereof has been ascertained and agreed.

If the Assured as a result of malicious attack or assault or attempt thereof as defined above shall sustain **Damage** to clothing or personal effects the Insurer will indemnify the Insured in respect of payment made to the Assured to the extent of the **Damage** so sustained but not exceeding in respect of any one such Assured the sum of €325.

Clauses Applicable to Money

Cheque and Money Record

- 1 Warranted that a proper full and complete record of Crossed Cheques and Postal Orders be kept elsewhere than with and shall be well away from the cash itself so that in the event of the cash being lost destroyed or stolen the record is not at risk from the same event. The record shall contain sufficient information to enable each individual item to be traced to its source as regards issue date amount and where applicable financial institution involved.
- 2 Warranted that a proper record of cash put in the safe or strong room is kept in some place other than the safe or strong room itself and that the keys are kept in some place away from the safe or strong room and are only in the possession of responsible officials.

Custodian Clause:

It is a condition of this Section that **Money** (as within defined) as insured under – Money in Transit – shall at all times be in custody as follows:

(“Custody” shall mean being in constant attendance with direct responsibility for the security of Money).

Amount of Money	Custodian (s)
(1) Up to but not exceeding €4,000	(1) In custody of at least ONE fully responsible able bodied person
(2) Exceeding €4,000 but not exceeding €8,000	(2) In custody of at least TWO fully responsible able bodied persons
(3) Exceeding €8,000 but not exceeding €13,000	(3) In custody of at least THREE fully responsible able bodied persons. No one person to carry more than €2,600 unless an approved security carrying bag is used.
(4) Exceeds €13,000 each transit must be carried in accordance with the conditions laid down by the Insurer but in any event must be accompanied by at least three fully responsible able bodied adults.	

Computer Section

This Section provides cover in respect of

Item 1 – Computer Material Damage

Damage to Computer Equipment and Auxiliary Equipment at the location(s) specified in the Schedule and **Computer Media** at any situation or in transit anywhere in the world

Item 2 – Computer Additional Expenditure

additional expenditure necessarily and reasonably incurred by the Insured to

- (a) prevent or minimise the interruption of or interference with the work normally carried out by or on the **Computer Equipment**

Excluding additional expenditure more specifically described under Item 2 (b)

- (b) recompile or restore data or software or replace third party proprietary software

in consequence of an **Accident** which manifests itself during the Period of Insurance as indicated in the Cover Schedule

Definitions

Accident

- (a) **Damage to Computer Equipment Auxiliary Equipment or Computer Media**
- (b) the failure or fluctuation of supply of electricity to the **Computer Equipment or Auxiliary Equipment**
- (c) the failure of any telecommunication system linked to the **Computer Equipment**

- (d) physical loss of or **Damage** to property in the vicinity of the **Computer Equipment** or the situation specified or the exercise by any Public or Gardai/Police Authority of its powers for the sole purpose of safeguarding life or property which prevents access to or use of the **Computer Equipment** by the Insured
- (e) erasure destruction corruption or distortion of software contained or data stored on fixed disks or **Computer Media**

Approved Maintenance Agreement

An agreement which provides on-call remedial maintenance encompassing free repair or replacement in the event of breakdown arising out of normal use. The Insured shall supply to the Insurer a copy of such agreement on request.

Auxiliary Equipment

Auxiliary equipment comprising temperature and environmental control power supply and voltage regulating equipment and protective devices exclusively for use with the **Computer Equipment** the property of the Insured or leased hired or rented to the Insured

Computer Equipment

Computer equipment (including fixed disks interconnecting wiring and telecommunications equipment) used for electronic processing communication and storage of data the property of the Insured or leased hired or rented to the Insured but excluding any such Computer Equipment controlling any manufacturing process and equipment more specifically described under **Auxiliary Equipment** and **Computer Media**

Computer Media

All current and backup Computer Media of all types (other than fixed disks and paper records) incorporating stored programs and/or information thereon the property of the Insured or leased hired or rented to the Insured

Limit of Liability

The amount of liability under this Section shall not exceed in addition to the amounts stated on the Extensions the Sums Insured stated in the Schedule

Payment of a claim made under this Section shall not reduce the Sums Insured except upon written notice by the Insurer to the contrary

Provided that

- (a) the Insured shall where the payment exceeds €13,000 pay such additional premium as may be required by the Insurer
- (b) the Insured shall take immediate steps to comply with any requirements of the Insurer relating to amendments to the protections of the property insured

Extensions of Cover (Item 1)

The insurance by Item 1 of this Section is extended to cover

1. Additional Equipment

additions to the property insured at the situation specified in the Schedule occurring during the Period of Insurance at no additional charge subject to the increase in Sum Insured under Item 1 in any one Period of Insurance not exceeding 20% of the amount stated in the Schedule or €32,500 whichever is the lesser amount

2. Debris Removal

the costs and expenses necessarily and reasonably incurred in

- (a) removing debris
- (b) dismantling and/or demolishing
- (c) shoring up or propping and fencing off following **Damage** covered by Item 1

Provided that the amount payable in respect of any one occurrence shall not exceed 10% of the cost of such **Damage** or €32,500 whichever is the lesser amount

3. Incompatibility of Computer Media

the cost of

- (a) modification of the **Computer Equipment** or
- (b) replacement of **Computer Media** together with the restoration of data or software on such media whichever is the lesser amount to achieve compatibility in the event that the loss of **Computer Equipment** covered by Item 1 has resulted in undamaged **Computer Media** being incompatible with the replacement **Computer Equipment**

Provided that the amount payable shall not exceed in respect of any one occurrence 25% of the Sums Insured in respect of Sections 1 and 2 in the aggregate or €65,000 whichever is the lesser amount

4. Investigation Costs

the costs (including cost of consultants fees) incurred with the prior consent of the Insurer of conducting investigations and tests in respect of possible repair (whether or not successful) replacement or restoration following loss or **Damage** covered by Item 1 of this Section

5. Recharging of Gas Cylinders

the cost of recharging gas cylinders installed solely for the protection of the property covered by Item 1 following accidental discharge but excluding discharge arising

- (a) during repairs or alterations to the building in which the cylinders are situated
- (b) during installation repair removal alteration extension or testing of all or part of the gas flooding system
- (c) during the operation of the gas flooding system with the intention of preventing or extinguishing fire

Provided that the amount payable in respect of any one occurrence shall not exceed €13,000

6. Temporary Repair/Repair Expediting

in respect of each claim for **Damage** to the property for which liability is admitted under this Section the Insurer will subject to the Limit of Liability pay the reasonable cost of effecting temporary repair and of expediting permanent repair including overtime working and the use of express or other means of rapid transport provided that the cost does not exceed 50% of the normal cost of repair or €32,500 whichever is the lower

7. Transit

Computer Equipment whilst in transit and whilst at any situation in the world other than the situation specified in the Schedule

Provided that the amount payable under Item 1 of this Section shall not exceed

- (a) €6,500 in respect of each occurrence of theft
- (b) €32,500 in respect of any one occurrence

Extensions of Cover (Item 2)

The insurance by Item 2 of this Section is extended to cover

1. Accountants Fees

professional accountants fees necessarily and reasonably incurred for producing any particulars or any other proofs information or evidence as may be required under the Claims Procedure Condition and reporting that such particulars are in accordance with the Insured's books of accounts or other Business books or documents

Provided that the amount payable in respect of any one occurrence shall not exceed €32,500

2. Additional Lease

additional lease or hire charges arising out of the replacement of a lease or hire agreement in respect of the **Computer Equipment** by a new agreement for similar equipment in consequence of **Damage** covered by Item 1

Provided that

- (a) the period in respect of which such charges shall be paid shall not extend beyond the expiry date of the original agreement
- (b) the total additional charges payable in respect of any one occurrence shall not exceed €32,500

Exceptions to Item 1

The Insurer shall not be liable under Item 1 of this Section in respect of

Breakdown

Damage to any item of **Computer Equipment** or **Auxiliary Equipment** occasioned by its own breakdown unless there is in force an **Approved Maintenance Agreement** in respect of the item

Guarantee or Maintenance

loss or **Damage** for which

- (a) any manufacturer supplier agent or maintenance undertaking is responsible under the terms of a guarantee or maintenance agreement
- (b) the Insured is relieved of responsibility under any rental hire or lease agreement

Exceptions to Item 2

The Insurer shall not be liable under Item 2 of this Section in respect of

Acts of Supply Authorities

any additional expenditure in consequence of a failure or fluctuation of the supply of electricity directly or indirectly due to

- (a) a deliberate act of the supply authority not performed for the sole purpose of safeguarding life or protecting any part of the supply system or
- (b) a scheme of rationing not necessitated by accidental **Damage** to the supply authority's generating or supply equipment or

- (c) the inability of the supply authority to maintain the supply system due to industrial action by any of its employees

Acts of Telecommunication Authorities

any additional expenditure in consequence of a failure of any telecommunications system directly or indirectly due to

- (a) a deliberate act of the telecommunication authority or the exercise by the telecommunications authority of its power to withhold or restrict operation of the system
- (b) the inability of the telecommunications authority to maintain the system due to industrial action by any of its employees
- (c) the use by the Insured of equipment which is not approved by the telecommunications authority
- (d) failure of any satellite prior to its obtaining its full operating function or while in or beyond the final year of its design life
- (e) atmospheric solar or lunar conditions causing temporary interference with transmission to or from any satellite

Incorrect Storage

any additional expenditure in consequence of failure to comply with manufacturers recommendations relating to storage of **Computer Media**

Time Limitation

any additional expenditure commencing more than twelve (12) months after the date on which the **Accident** manifests itself

Unproven Software

any additional expenditure in consequence of the use by the Insured of software in respect of which development has not been finalised or which has not passed all testing procedures or which has not been successfully proven

General Exceptions Applying to the Computer Section

The Insurer shall not be liable in respect of

1. Consequential Loss

liquidated damages penalties for delay or detention or in connection with guarantees of performance or efficiency or **Consequential Loss** or **Damage** not specifically provided for herein

2. Excess

the amount stated on the Schedule as the Excess in respect of the cost of each and every occurrence for which the Insured is indemnified by this Section of the Policy

3. Inventory Losses

loss of the property insured and any additional expenditure in consequence thereof by its disappearance or by shortage if such disappearance or shortage is only revealed when an inventory is made or loss of the property insured due to its being stolen or otherwise missing unless such loss is identifiable by the Insured with a specific occurrence which has been the subject of notification under the terms of the Claims Procedure Condition including reporting the matter to the Gardai/ Police Authority

4. Pollution

loss or **Damage** caused by pollution or contamination other than loss of or **Damage** to the property insured caused by pollution or contamination

5. Programming Errors or Design Defects

- (a) the costs of rectifying programming errors or design defects in software
- (b) in respect of third party proprietary software only any additional expenditure in consequence of programming errors or design defects but

this exclusion shall not apply to additional expenditure consequent upon erasure destruction corruption or distortion of other software caused by programming errors or design defects in third party proprietary software

6. Property in Vehicles

Damage to the property insured and any additional expenditure in consequence thereof whilst such property is in a vehicle unless

- (a) the property is securely mounted or kept in a suitable container in the vehicle
- (b) the vehicle is in a locked garage when left unattended overnight
- (c) the doors of the vehicle are locked and all its windows and other openings fully closed and properly fastened when unattended
- (d) the property is concealed from view in a locked boot in any unattended motor car

7. Theft from Premises

loss **Damage** or additional expenditure by or in consequence of theft from any premises unless entry to or exit from such premises is by forcible and violent means

8. Value of Data

the value to the Insured of the data stored on **Computer Equipment** or **Computer Media**

9. Wear and Tear

the cost of rectification or making good of wear and tear gradual deterioration due to atmospheric conditions or otherwise rust corrosion or oxidation or scratching of painted or polished surfaces and any additional expenditure in consequence thereof

10. Wilful Act

loss or **Damage** caused by the wilful act or wilful neglect of the Insured

Conditions Applying to the Computer Section

Average

If at the time of the loss or **Damage** the sum representing 85% of the new replacement value of the property insured exceeds the sum insured thereon the Insured shall be considered as being his own Insurer for the difference and shall bear a rateable share of the loss or **Damage** accordingly

For the purpose of this condition reference to the "property insured" shall not include additional property for which insurance is provided by Item 1 "Additional Equipment"

Duplicate Records

The Insured shall

- (a) back-up data records no less frequently than once every seven days and store such back-up records away from the Situation
- (b) retain duplicate records of software and store such duplicate records away from the Situation
- (c) store all **Computer Media** in accordance with the manufacturer's recommendations

Renewal Requirement

The Insured shall prior to each renewal date supply the Insurer with the total new replacement value at each Situation of **Computer Equipment Auxiliary Equipment** and **Computer Media**

Supplementary Claims Charges

In connection with any claim for loss or **Damage** the Insured is entitled to recover Claims Charges supplementary charges such as custom dues packing freight profit and the like only if and so far as such charges have been provided for in the Sum Insured

Waiver Of Subrogation Rights

Notwithstanding General Claims Conditions the Insurer agrees to waive any rights against any parent company and/or subsidiary company of the Insured and/or any company whose activities are conducted and /or managed by the Insured in whole or in part and /or any regular shared time users of the **Computer Equipment** arising out of any payment made under this Section

Provided that

- (a) the Insured does not receive any form of indemnity or damages or other compensation from such company and/or user
- (b) any such company and/or user shall as though they were the Insured observe fulfil and be subject to the terms limitations and conditions of this policy

Employers' Liability Section

Indemnity Provided

The Insurer will indemnify the **Insured** in respect of all sums which the **Insured** shall become legally liable to pay in respect of any claim for damages by an **Employee** for **Bodily Injury or Disease** caused during the Period of Insurance within the **Territorial Limits** and arising out of and in the course of his/her employment by the **Insured** in connection with the **Business**.

The liability of the Insurer for all compensation payable by the **Insured** under this Section of the Policy to any claimant or number of claimants in respect of any one occurrence or all occurrences of a series arising out of one original cause shall not exceed the Limit of Indemnity specified in the Schedule of the Policy

The Limit of Indemnity shall be inclusive of

- (i) all legal costs and other expenses incurred by any claimant or claimants
- (ii) all legal costs and other expenses incurred in defending any claim or claims
- (iii) solicitors fees incurred with the consent of the Insurer for representation at any Coroner's Inquest or Fatal Enquiry in respect of any death or defending in any Court of Summary Jurisdiction any proceeding in respect of any act or omission causing or relating to any event which may be the subject of indemnity under this Policy

Where the Insurer agrees to indemnify more than one party then nothing in the Policy shall increase the liability of the Insurer to pay any amount in excess of the amount stated as the Limit of Indemnity

Definitions

The Territorial Limits

Anywhere within Ireland or whilst temporarily elsewhere in respect of **Employees** under a contract of service or apprenticeship with the **Insured** provided that the contract of service or apprenticeship was entered into in Ireland and the action for damages is brought against the **Insured** in a Court of Law in Ireland or any member country of the European Union

Bodily Injury or Disease

Bodily Injury or Disease shall mean

- (i) bodily injury disease or illness

Exceptions to the Employers' Liability Section

1. Asbestos Exclusion

This Section of the Policy does not indemnify the **Insured** in respect of any claim directly or indirectly caused by contributed to by or arising out of any asbestos asbestos fibres or any derivatives of asbestos including any product containing any asbestos asbestos fibres or derivatives

2. Offshore Installations

This Section of the Policy does not indemnify the **Insured** in respect of any claim(s) for damages for **Bodily Injury or Disease** caused during any Period of Insurance and sustained by any **Employee**

- (a) on any offshore installation or support or accommodation vessel for any offshore installation or
- (b) in transit to or from or between any offshore installation or support or accommodation vessel for any offshore installation

3. Road Traffic Act Liability

This Section of the Policy shall not apply to liability for which compulsory insurance or security is required by any road traffic legislation

Extensions to Employers' Liability Section

1. Court Attendance Costs

In the event of any of the under mentioned persons attending court as a witness at the request of the Insurer in connection with a claim in respect of which the **Insured** is entitled to indemnity under this Section the Insurer will provide compensation to the **Insured** at the following rates per day for each day of which attendance is required:

- (a) any director or partner of the **Insured** €300
- (b) any **Employee** €150

2. Indemnity To Principal

Where any contract or agreement entered into by the **Insured** with any Public Authority Company Firm or Person (hereinafter called "the Principal") so requires the Insurer will

- 1 indemnify the **Insured** against liability arising in connection with and assumed by the **Insured** by virtue of such contract or agreement
or
- 2 indemnify the Principal in like manner to the **Insured** in respect of the Principal's liability arising from the performance of such contract or agreement

but only so far as concerns liability as described in this Section to an **Employee** of the **Insured**

Provided always that

- (i) the Insurer shall not be liable in respect of any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from
 - (a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - (b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
- (ii) the **Insured** shall have arranged with the Principal for the conduct and control of all claims to be vested in the Insurer
- (iii) the Principal shall as though he were the **Insured** observe fulfil and be subject to the terms and conditions of this Section in so far as they can apply

3. Unsatisfied Court Judgements

The Insurer will at the request of the **Insured** as specified in the Schedule pay to any **Employee** (or in the event of the death of such person his/her personal representative) the amount of damages (other than liquidated damages) and costs awarded to such person in any judgement obtained within a court within the Republic of Ireland against any company (other than the **Insured**) registered therein or domiciled in the Republic of Ireland to the extent that such amount remains unsatisfied in whole or in part more than six months after the date of judgement

Provided that

- (a) the judgement is in respect of **Injury** arising out of and in the course of such persons employment by the **Insured**
- (b) there is no appeal outstanding
- (c) if any payment is made by virtue of this cover the person to whom such payment is made shall assign the judgement to the Insurer

Note for all extensions: Provided always that these extensions are subject to the terms limitations and conditions of the Policy insofar as they can apply

Property Owners Liability Section

Indemnity Provided

The Insurer will indemnify the **Insured** in respect of their legal liability for

- A Accidental death or accidental **Bodily Injury or Disease**
- B Accidental loss of or accidental damage to material property including consequential loss arising directly therefrom

- C Accidental obstruction accidental trespass accidental nuisance or accidental interference with pedestrian road rail air or waterborne traffic, accidental invasion of the right of privacy or accidental interference with any right of air, light water or way

occurring during the currency of this Section of the Policy within the **Territorial Limits** in connection with the **Business**

The liability of the Insurer for all compensation payable by the **Insured** under this Section to any claimant or number of claimants in respect of any one occurrence or all occurrences of a series arising out of one original cause shall not exceed the Limit of Indemnity specified in the Schedule of the Policy

Where the Insurer agrees to indemnify more than one party then nothing in the Policy shall increase the liability of the Insurer to pay any amount in excess of the amount stated as the Limit of Indemnity

Definitions

The Territorial Limits

Anywhere within the limits of Ireland Great Britain Northern Ireland the Channel Islands and the Isle of Man and including non manual work carried out during temporary visits elsewhere in connection with the **Business** by directors and **Employees** normally resident in and travelling from Ireland Great Britain Northern Ireland the Channel Islands and the Isle of Man

Bodily Injury or Disease

Bodily Injury or Disease shall mean

- (i) bodily injury disease or illness

Exceptions to the Property Owners Liability Section

The indemnity granted by this Section of the Policy shall not apply to or include

1. Aggravated Damages

aggravated exemplary vindictive or punitive damages awarded by any Court of Law outside Ireland Great Britain Northern Ireland the Channel Islands or the Isle of Man

2. Asbestos exclusion

any liability loss cost or expense directly or indirectly caused by contributed to by or arising out of any asbestos asbestos fibres or any derivatives of asbestos including any product containing asbestos asbestos fibres or derivatives

3. Associated or subsidiary company

any associated or subsidiary company of the **Insured** or Branch Office or representative of the **Insured** with Power of Attorney domiciled elsewhere than in Ireland Great Britain Northern Ireland the Channel Islands or the Isle of Man

4. Craft

Liability arising directly or indirectly from the ownership or possession or use by or on behalf of the **Insured** of craft designed to travel through air or space hovercraft or watercraft other than barges motor launches and non-powered craft used on inland waterways

5. Design/specifications

liability arising directly or indirectly out of advice designs or specifications provided by the **Insured** for a fee or in circumstances where a fee would normally be charged

6. Employees

liability for death **Bodily Injury or Disease** sustained by any **Employee** whilst working for the **Insured** in connection with the **Business** where such death **Bodily Injury or Disease** arises out of and in the course of the employment

7. Excess

any excess specified in the Schedule

8. Fines penalties etc

liability in respect of liquidated damages fines penalties aggravated exemplary or punitive damages

9. Liability by virtue of agreement

liability which attaches by virtue of an agreement but which would not have attached in the absence of such agreement

10. Mechanically propelled Vehicle or Mobile Plant

liability arising directly or indirectly from the ownership or possession or use by or on behalf of the **Insured** of any mechanically propelled vehicle or mobile plant

- (a) which is licensed for road use
or
- (b) for which compulsory motor insurance or security is required
or
- (c) which is more specifically insured

Provided always that this exception shall not apply in respect of

- (i) liability not more specifically insured under any other Policy arising during the act of loading or unloading mechanically propelled vehicles or mobile plant or the bringing to or the taking away of a load from such vehicle or such plant
- (ii) the use of any mechanically propelled vehicle or mobile plant solely as a tool of trade unless more specifically insured or unless compulsory motor insurance or security is required
- (iii) the unauthorised movement on the **Insured's** premises or contract site of any mechanically propelled vehicle or mobile plant unless more specifically insured or unless compulsory motor insurance or security is required

11. Pollution

all liability in respect of Pollution or Contamination other than caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance

All Pollution or Contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place

The liability of the Insurer for all compensation payable in respect of all Pollution or Contamination which is deemed to have occurred during the Period of Insurance shall not exceed in the aggregate the Limit of Indemnity stated in the Schedule of this Section of the Policy

Provided always that the total liability of the Insurer to pay compensation shall not exceed the Limit of Indemnity stated in the Schedule of this Section of the Policy

For the purposes of this condition "Pollution or Contamination" shall be deemed to mean

- 1 all pollution or contamination of buildings or other structures or of water or land or the atmosphere
- 2 all loss or damage or **Bodily Injury or Disease** directly or indirectly caused by such Pollution or Contamination

12. Property being worked upon

loss of or damage to that part of any property upon which the **Insured** or any servant or agent of the **Insured** is or has been working where the loss or damage is the direct result of such work

13. Property belonging to/held in trust by Insured

loss of or damage to property belonging to the **Insured** or held in trust by or borrowed rented leased or hired for use by the **Insured** but this exception shall not apply to the personal effects (including vehicles and their contents) of directors **Employees** and visitors for which the **Insured** is legally responsible

14. Products

liability arising directly or indirectly from Products after they have ceased to be in the custody or control of the **Insured** other than food or beverages supplied by the **Insured** in connection with the **Business** for consumption at any premises where the **Insured** is carrying on the **Business** within the **Territorial Limits**

15. Subsidence

liability for damage to property or land or building or loss caused directly or indirectly by

- (i) subsidence
- or
- (ii) collapse
- or
- (iii) removal or weakening of support

16. Trailers

liability arising directly or indirectly from the ownership or possession or use by or on behalf of the **Insured** of vehicle trailers whether attached or not attached to a vehicle while in use in a place for which compulsory insurance is required under the Road Traffic Act 1961 or any subsequent amending legislation to this Act

Extensions to Property Owners Liability Section

1. Additional Benefit

In addition the Insurer will pay solicitors fees incurred with the consent of the Insurer for representation at any Coroner's Inquest or Fatal Enquiry in respect of any death or defending in any Court of Summary Jurisdiction any proceeding in respect of any act or omission causing or relating to any event which may be the subject of indemnity under the Property Owners Liability Section

2. Contingent Motor Liability

The Insurer will indemnify the **Insured** as specified in the schedule in respect of their legal liability arising out of the use of any motor vehicle not belonging to or provided by them in connection with their **Business**.

Provided always that this extension shall not apply in respect of any liability

- (a) arising from the use of a motor vehicle owned or provided by the **Insured**
- (b) for any damage to the motor vehicle or any goods carried therein
- (c) arising while any vehicle is being driven by any person who to the **Insured's** knowledge does not hold a driving licence unless that person has held one and is not disqualified from holding one
- (d) arising outside the Republic of Ireland
- (e) attaching to any person other than the **Insured**

3. Cross Liabilities

Where there is more than one party named as the **Insured** in the Schedule this Section will apply separately to each such **Insured** in the same manner and to the same extent as if a separate Policy had been issued to each **Insured** and the Insurer agrees to waive all rights of subrogation against any of these parties provided always that the total liability of the Insurer under this extension to pay compensation shall not exceed the limit of liability

4. Indemnity to Principal

In the event of any claim in respect of which the **Insured** would be entitled to receive indemnity under the Property Owners Liability Section being brought or made against any Public or Local Authority or other Principal the Insurer will at the request of the **Insured** indemnify the said Public or Local Authority or Principal against such claim and/or any costs charges and expenses in respect thereof

Provided always that the Insurer shall not be liable under this extension unless the Insurer has the sole conduct and control of all claims

5. Legal Costs

In addition to the indemnity provided by the Property Owners Liability Section the Insurer will indemnify the **Insured** in respect of all legal costs awarded to any claimant or incurred in the defence of any claim that is contested by or with the consent of the Insurer

6. Liability for Buildings Temporarily Occupied

Where buildings (other than buildings comprising the Works) are temporarily occupied by the **Insured** for the purposes of carrying out work therein or thereon the Insurer will provide indemnity against legal liability in respect of accidental loss of or damage to such buildings or their contents occurring during the **Insured's** occupancy

Provided that such buildings are not owned leased hired or rented by the **Insured** or any sub-contractor acting for or on behalf of the **Insured**

7. Personal Liability

At the request of the **Insured** this Policy shall apply to the personal liability of any director or **Employee** of the **Insured** or any member of the family of such director or **Employee** whilst accompanying such director or **Employee** during temporary visits anywhere in the world in connection with the **Business** of the **Insured**

provided always that

- (a) this Extension shall not apply to liability more specifically **Insured** under any other insurance
- (b) any person indemnified under this Extension shall as though he were the **Insured** observe fulfil and be subject to the terms limitations and conditions of the Policy

- (c) the Insurer shall not be liable under this Extension unless the Insurer has the sole conduct and control of all claims

8. Tenants' Liability

Notwithstanding anything to the contrary contained in Exception 6 and subject otherwise to the terms limitations and conditions of this Section it is agreed that the exception shall not apply in the event of accidental loss or accidental damage to premises (or any fixtures and fittings or other contents therein) hired rented leased or lent to the **Insured**

Provided always that

- (a) this extension shall not apply to liability in respect of such loss or damage if the liability is assumed by the **Insured** under a tenancy or other agreement and would not have attached in the absence of such agreement
- (b) the Insurer shall not be liable for the first €625 of such loss or damage under this extension

Note for all extensions: Provided always that these extensions are subject to the terms, limitations and conditions of the Policy insofar as they can apply

Extension Applicable to Employers' Liability & Property Owners Liability Sections of the Policy

1. Safety Health and Welfare at Work Act Legislation

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

Provided always that

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

2. Wrongful Arrest

The definition of **Bodily Injury or Disease** is extended to include wrongful arrest detention imprisonment or eviction or any **Employee** by the **Insured** up to a maximum limit of liability of €6,500 any one incident and €25,500 in the aggregate in any Period of Insurance. The limit of liability shall be inclusive of all costs and expenses

Complaints Procedure

At Zurich, we care about our customers and believe in building long term relationships by providing quality products combined with a high standard of service.

If it should happen that you have cause for complaint either in relation to your policy or our standard of service, you should contact your Insurance Broker or if you deal with us directly our Customer Services Co-ordinator at Zurich, Zurich House, Ballsbridge Park, Dublin 4. Telephone (01) 6670666.

If the complaint is not resolved to your satisfaction, you should contact the Chief Executive Officer, Zurich, Zurich House, Ballsbridge Park, Dublin 4.

If you are still dissatisfied, you may contact either the Irish Insurance Federation at 39 Molesworth Street, Dublin 2. Telephone (01) 6761914. Or (in the case of policies for individual persons only) the Insurance Ombudsman of Ireland, at 32 Upper Merrion Street, Dublin 2. Telephone (01) 6620899.

Your right to take legal action is not affected by following any of the above procedures.

The Insurer with which your contract is concluded is Zurich Insurance plc which is established in Ireland. Under the relevant European and Irish Legal provisions, the parties to this contract of insurance are free to choose the law applicable to the contract. This contract is governed by Irish Law.

Data Protection

Zurich will hold your details in accordance with our Data Protection and Privacy Policy together with all applicable data protection laws and principles.

Information you supply may be used by us for the purposes of administering your policy (including underwriting, processing, claims handling and fraud prevention) within the Zurich Financial Services Group and our partners inside and outside the European Economic Area.

We may share with our agents and service providers, members of the Zurich Financial Services Group, other insurers and their agents, and with any intermediary acting for you, and with recognised trade, governing and regulatory bodies (of which we are a member or by which we are governed) information we hold about you and your claims history. This includes the Insurance-Link database and the Irish Insurance Federation's anti-fraud claims matching database. We may also in certain circumstances use private investigators to investigate a claim.

We may also need to collect sensitive personal data (for example, information relating to your physical or mental health or the commission or alleged commission of an offence) to assess the terms of insurance we issue/arrange or to administer claims which arise.

Unless you have advised us otherwise, we may share information that you provide to companies within the Zurich Financial Services Group and with other companies that we establish commercial links with so we and they may contact you (by email, SMS, telephone or other appropriate means) in order to tell you about carefully selected products, services or offers that we believe will be of interest to you.

Please email dataprotectionofficer@zurich.ie or write to us at below address if you do not wish your information to be utilised for these purposes.

You have a right of access to and a right to rectify data concerning you under the Data Protection Acts 1988 and 2003. Should you wish to exercise this right, please write to the Data Protection Officer, Zurich, Zurich House, Ballsbridge Park, FREEPOST, Dublin 4. To access your data, a fee of €6.35 is chargeable under the terms of the Data Protection Acts and cheque should be made payable to Zurich.

By providing us with your information and proceeding with this contract, you consent to all of your information being used, processed, disclosed, transferred and retained for the purposes of insurance administration (including underwriting, processing, claims handling and fraud prevention).

Please note that a copy of our full Data Protection and Privacy Policy can be viewed on our website www.zurich.ie or requested by writing to our Data Protection Officer at Zurich, Zurich House, Ballsbridge Park, FREEPOST, Dublin 4. Alternatively you can email dataprotectionofficer@zurich.ie

Customer Information on Loss Prevention

Insurance cover can compensate for financial loss arising from damage to your property or injury to your employees

Insurance does not compensate for the inconvenience/hassle that can be caused in the disruption to your business and indeed the effort spent in dealing with the loss. There are a number of measures which can be taken as part of your risk management or your loss prevention programme, to reduce the chances of loss or damage some of which include the following.

Note: In addition to the undernoted, we at Zurich through our Risk Management team can offer advice and guidance on managing risk.

Property Claims

Arson

Each year insurance companies pay out in excess of €13m in claims for fires started deliberately.

Deliberate fire may be associated with vandalism or burglary and can result in:

- Premises being extensively damaged or destroyed
- People being seriously injured or even killed
- Businesses bankrupted.

Buildings can be the subject of deliberate attack by fire both externally and internally. This can be eliminated or reduced by putting into practice certain preventive measures, a number of which are listed hereunder.

- Strengthen doors, window locks, perimeter walls, fencing and gates. Where necessary install intruder and/or smoke alarms.
- Accompany visitors on and off your premises if possible, or at least monitor their movements. Check anyone you don't recognise.
- Keep all combustible materials under lock and key, if possible – at least remove from open yards.
- Timber pallets should be stored in the open in areas well away from buildings or perimeter fences.
- Hazardous goods such as inflammable liquids should be removed and locked up separately at the end of each day.
- Gas cylinders should be locked away in a secure and well ventilated compound.
- Petrol or diesel pumps should be immobilised.
- Draw up a plan to deal with the threat of bombs/incendiary attacks.
- Be vigilant for suspicious objects and notify Garda if anything is found.

The above measures if implemented where appropriate, should help protect your buildings from deliberate fire.

Burglary Prevention

Unfortunately, theft has become part of every day life in many areas. Most thieves are opportunists who commit crimes when they spot an easily entered building. Such opportunities can be removed by fitting and using good quality locks on doors and windows and by installing an approved alarm system.

- All external doors should be fitted with five lever mortise deadlocks and the keys should be removed from the lock.
- All patio doors should be fitted with key operated patio door locks. The keys should be removable. A stop should be fitted in the top of the door frame to prevent the doors from being lifted out of their frame.
- All ground floor windows and other accessible windows, fanlight s and roof lights should be fitted with key operated security locks or stops with removable keys or key operated security bolts with removable keys.

Storm Prevention

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

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

Water Damage

There are various weather hazards which you cannot avoid but against which you can protect your property

- Lag pipes and water tanks wherever possible.
- Leave the underside of tanks free to ensure rising warmth can reach them.
- Replace washers on dripping taps.

Liability Claims

- Accident register – maintain an accident register to record details of all incidents/claims.
- Document all training for your employees and keep signed records of attendance for all Training course, on Personnel files.

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