

Apartment Blocks Policy

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In your interest:

Please read this Policy carefully to ensure that it provides the cover requested. If it does not, then please return it immediately to your Insurance Intermediary, or to the Company, together with your instructions.

The Appropriate Stamp Duty has been or will be paid to the Revenue Commissioners in accordance with the Stamp Duties Consolidation Act 1999, Schedule 1.

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INTRODUCTION

Forming part of specimen Apartment Blocks Policy

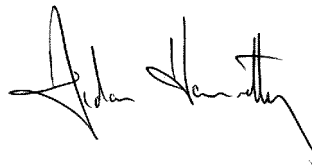
In consideration of the Insured having paid or agreed to pay the Premium

Allianz p.l.c. (hereinafter called the "Company") will indemnify the Insured in the manner and to the extent described within this Policy on the terms set out and subject to its terms Definitions Extensions Exclusions Conditions and any Endorsements

The Submission in respect of this insurance made to the Company by or on behalf of the Insured whether in writing or otherwise shall be the basis of this contract

This Policy comprising the Introduction Schedule Specification Definitions Insuring Clauses Extensions Exclusions Conditions and any Endorsements shall be read as one contract and any word and expression to which specific meaning has been attached therein shall bear such specific meaning wherever it may appear

Allianz p.l.c.



**Aidan Hanratty
Risk Management Director**

SPECIMEN APARTMENT BLOCKS POLICY (Ref 06AP)

SCHEDULE

Forming part of specimen Apartment Blocks Policy

THIS IS SPECIMEN POLICY WHICH DOES NOT HAVE A SCHEDULE. A BLANK SCHEDULE PAGE IS INCLUDED TO ILLUSTRATE WHERE THE SCHEDULE WOULD APPEAR IN AN ACTUAL APARTMENT BLOCKS POLICY.

GENERAL POLICY DEFINITIONS

1. **Insured** means the person company firm or other legal entity named as the Insured in the Schedule.
2. **Business** is as stated in the Schedule and additionally in respect of Employer's Liability and Public Liability only includes
 - (a) the ownership repair maintenance and decoration of premises occupied by the Insured and used for the purposes of the Business but not construction re-construction structural alteration or demolition of such premises.
 - (b) the provision and management of canteens social sports and welfare organisations which are for the benefit of Employees and their families.
 - (c) the provision in the course of the Business of first aid medical and dental services ambulance fire security services and safety organisations.
3. **Submission** means the proposal and declaration for the insurance herein provided for together with all attachments thereto and any other information supplied by the Insured in connection with or for the purpose of this insurance, all of which shall be incorporated in and form part of this Policy.
4. **Territorial Limits** means the Republic of Ireland Great Britain Northern Ireland the Isle of Man and the Channel Islands.
5. **Period of Insurance** means the period specified in the Schedule or any subsequent period for which the Company agrees to renew the Policy and to accept payment of the Premium.
6. **Deductible or Excess** means the amount stated in the Schedule that the Insured shall bear in respect of each and every incident or occurrence.
7. **Resident** means the owner lessee or tenant of any apartment and any Family member of such owner lessee or tenant.
8. **Family** means the spouse partner children (including adopted and foster children), parents or other relative of the Insured or Resident who normally resides in the same apartment as the Insured or Resident.

**MATERIAL DAMAGE SECTION
DEFINITIONS**

1. **Damage** shall mean direct physical loss or destruction of or damage to the Property Insured, and the word Damaged shall be construed accordingly.
2. **Premises** shall mean the location of Property Insured as stated in the Schedule.
3. **Unfurnished** shall mean not adequately furnished or equipped for normal living purposes.
4. **Unoccupied** shall mean not lived in by a Resident or any other person authorised by the Resident.
5. **Memoranda Index** shall mean the Memoranda Index in the Schedule.

6. Property Insured

(a) Buildings at the Premises

Apartment blocks being built mainly of brick, stone or concrete and roofed with slates, non-combustible tiles, concrete, asphalt, metal or sheets or slabs composed entirely of non-combustible mineral ingredients (unless otherwise stated in the Schedule) including:

- (i) landlord's fixtures and fittings
- (ii) outbuildings
- (iii) walls, gates, fences, posts, patios, and terraces
- (iv) piping, ducting, 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 legal responsibility.
- (v) yards, footpaths, car-parks, roads, drives, and pavements.
- (vi) swimming pools, tennis and squash courts

(b) Contents at the Premises

Contents shall mean

- (i) contents in the common part of the Premises to which all Residents have access and which belong to or are the legal responsibility of the Insured. The Sum Insured stated in the Schedule is deemed to apply on a "Per Apartment Building" basis.
- (ii) so far as they are not otherwise insured, employees' directors' and visitors' pedal cycles tools and other personal effects of every description (other than motor vehicles) in the custody and care of the Insured for an amount not exceeding €650 in respect of any one person and €6,500 any one Period of Insurance

The term "Contents" excludes

- (i) landlord's fixtures and fittings
- (ii) stock and materials in trade

**MATERIAL DAMAGE SECTION
DEFINITIONS
Continued**

- (iii) property in the open or in outbuildings
- (iv) money, cheques, securities, coins and stamps
- (v) documents, manuscripts and business books
- (vi) computer systems records
- (vii) clothing, personal effects (other than as provided for under (b)(ii) above), curio pictures, other work of art or articles of gold, silver, or other precious metal, jewellery or fur
- (viii) any patterns, models, moulds, plans, or designs or set of same
- (ix) vehicles licensed for road use, boats, hovercraft, aircraft, caravans and trailers including parts or accessories thereon and contents therein.
- (x) pets and livestock

7. Defined Perils shall mean such of the following as are specified in the Schedule as being applicable:

A. Fire but excluding Damage to the Property Insured 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 used for domestic purposes only
- (ii) of gas used for domestic purposes only

but excluding Damage caused by earthquake or subterranean fire

Smoke including sudden unusual or faulty operation of any oil, gas, electric domestic heater or domestic appliance located within the Premises but excluding Damage by

- (a) smoke from fireplaces
- (b) smog or from agricultural or industrial operations

**MATERIAL DAMAGE SECTION
DEFINITIONS
Continued**

B. Explosion excluding

- (a) 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

in respect of and originating in 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 unless there is in force a policy of insurance or other contract providing the required inspection service

- (b) Damage by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds

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

D. 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

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

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

- (a) Damage arising from confiscation requisition or destruction by order of the government or any public authority
- (b) Damage 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
 - (ii) Damage in respect of any Building or individual apartment therein which has been left Unoccupied or Unfurnished for more than 60 consecutive days
 - (iii) Damage caused by the Insured or any Resident

F. Riot or Civil Commotion in respect of Damage caused by fire only, excluding Damage

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

**MATERIAL DAMAGE SECTION
DEFINITIONS
Continued**

G. Earthquake

H. Earthquake in respect of Damage caused by fire only

J. Earthquake excluding Damage caused by fire

K Subterranean Fire

L. Fire only resulting from the Property Insured's own **Spontaneous Fermentation** or Heating

M. Storm excluding

(a) Damage 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 attributable solely to change in the water table level

(c) Damage by frost, subsidence, ground heave or landslip

(d) Damage in respect of movable property in the open, fences and gates

(e) Damage to open-fronted or open-sided Buildings or to property contained therein

N. Storm or Flood excluding Damage

(a) attributable solely to change in the water table level

(b) by frost, subsidence, ground heave or landslip

(c) in respect of movable property in the open, fences and gates

(d) to open-fronted or open-sided Buildings or to property contained therein

P. Escape of Water or Oil from a Fixed Water or Heating Installation or Domestic Appliance excluding Damage

(a) by water discharged or leaking from any automatic sprinkler installation

(b) in respect of any Building or individual apartment therein which has been left Unoccupied or Unfurnished for more than 60 consecutive days

**MATERIAL DAMAGE SECTION
DEFINITIONS
Continued**

- Q. Impact** by any road vehicle or animal not belonging to or under the control of the Insured or any occupier of the Premises or their respective employees
- R. Impact** by any road vehicle, animal (other than domestic pets) belonging to or under the control of the Insured or any Resident at the Premises or fallen tree or parts thereof
- S. 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
- T. Theft** (which shall be deemed to include attempted Theft)
- Excluding Damage
- (a) which does not involve
 - (i) entry to or exit from a Building by forcible and violent means or
 - (ii) actual or threatened assault or violence to the Resident Insured or any partner director employee of the Insured or members of their Families or any other person who has a legal right to be on the Premises
 - (b) to any Building or individual apartment therein which has been left Unoccupied or Unfurnished for more than 60 consecutive days
 - (c) to property in the open or from any outbuilding
 - (d) to property in transit
 - (e) to money and securities of any description
 - (f) to glass more specifically insured
- U. Accidental Damage – Glass/Sanitaryware**
- Accidental Damage to
- (a) fixed glass including the cost of temporary boarding up where necessary pending replacement
 - (b) lettering, alarm foil, safety film, painting, embossing, silvering or other ornamental work thereon
 - (c) lavatory pans, washbasins, cisterns and other sanitary ware for which the Insured is responsible

**MATERIAL DAMAGE SECTION
DEFINITIONS
Continued**

- (d) fixed external signs including fittings forming part thereof

Excluding:

1. any disfiguration or damage other than fracture extending throughout the entire thickness of the glass
2. any glass/sanitaryware which was cracked or fractured prior to the inception of this Insurance
3. damage caused by mechanical or electrical defect or breakdown or derangement
4. damage caused whilst any Building or individual apartment therein is Unoccupied or Unfurnished for more than 60 consecutive days
5. damage caused by
 - (i) wear and tear, moth, vermin, atmospheric or climate conditions or any gradually operating cause
 - (ii) alterations, maintenance, repairs or any process of cleaning or restoring
 - (iii) breakage of electrical valves, bulbs or tubes unless forming part of the Property Insured and fixed therein and happening as the result of damage to such property

V. Accidental Damage

Excluding:

- (a) Damage caused by or consisting of or arising from or attributable to
- (i) any of the Defined Perils
 - (ii) any of the exclusions to the Defined Perils
- specified in Defined Perils A - U and W, whether Defined Perils A - U and W are insured or not
- (b) Damage caused by or consisting of
- (i) inherent vice latent defect gradual deterioration wear and tear frost its own faulty or defective design or materials but this shall not exclude subsequent Damage which itself results from a cause not otherwise excluded
 - (ii) faulty or defective workmanship by the Insured or any employee of the Insured
 - (iii) operational error or omission by the Insured or any employee of the Insured but this shall not exclude such Damage not otherwise excluded which itself results from Defined Perils A - U or subsequent Damage which itself results from a cause not otherwise excluded
 - (iv) acts of fraud or dishonesty by any partner director or employee of the Insured

**MATERIAL DAMAGE SECTION
DEFINITIONS
Continued**

- (c) Damage caused by or consisting of
 - (i) corrosion rust wet or dry rot shrinkage evaporation loss of weight dampness dryness marring scratching vermin or insects
 - (ii) change in temperature colour flavour texture or finishor Damage consisting of
 - (iii) joint leakage failure of welds cracking fracturing collapse or overheating of boilers economisers superheaters pressure vessels or any range of steam and feed piping connected to them
 - (iv) mechanical or electrical breakdown or derangement in respect of the particular machine apparatus or equipment in which such breakdown or derangement originatesbut this shall not exclude such Damage not otherwise excluded which itself results from Defined Perils A – U or from any other accidental loss, destruction or damage, or subsequent Damage which itself results from a cause not otherwise excluded
- (d) Damage caused by disappearance unexplained or inventory shortage or the misfiling or misplacing of information
- (e) Damage to any building or structure caused by its own collapse or cracking but this shall not exclude such Damage caused by Defined Perils A - U in so far as they are not otherwise excluded
- (f) Damage in respect of fences gates and moveable property in the open caused by wind rain hail sleet snow or dust
- (g) Damage to any property resulting from its undergoing any process of production packing treatment testing commissioning service or repair
- (h) Damage in respect of
 - (i) jewellery precious stones or precious metals bullion furs curiosities works of art or rare books
 - (ii) property in transit
 - (iii) glass china earthenware marble or other fragile or brittle objects
 - (iv) money bonds or securities of any description
- (i) Damage to
 - (i) vehicles licensed for road use (including accessories on them) caravans trailers railway locomotives rolling stock watercraft or aircraft

**MATERIAL DAMAGE SECTION
DEFINITIONS
Continued**

(ii) property or structures in course of construction or erection and materials or supplies in connection with all such property or structures

(iii) lands roads pavements piers jetties bridges culverts or excavations

(iv) livestock growing crops or trees

but this shall not exclude such Property Insured specifically described in the Schedule

(j) Damage to computers and data processing equipment

W. Subsidence or Ground Heave of any part of the site on which the Property Insured stands or landslip excluding

(a) Damage to yards, car-parks, roads, pavements, walls, gates and fences unless also affecting a Building insured hereby

(b) Damage 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) Damage which originated prior to the inception of this cover

(d) Damage resulting from

(i) demolition construction structural alteration or repair of any property or

(ii) groundworks or excavation

at the same premises

**MATERIAL DAMAGE SECTION
INSURING CLAUSE**

If any of the Property Insured is Damaged within the Territorial Limits by any Defined Peril other than by an excluded cause the Company will pay to the Insured the value of the Property Insured at the time of its being Damaged or the amount of such Damage or at its option reinstate or replace such Property Insured or any part thereof

provided that the liability of the Company in respect of any one loss or in the aggregate in any one Period of Insurance shall in no case exceed

1. in respect of each item of Property Insured the sum expressed in the Schedule to be the Sum Insured thereon or in the whole the Total Specification Sum Insured hereby
2. any Limit of Liability shown in the Schedule or such other sum or sums as may be substituted therefore by memorandum hereon or attached hereto signed by or on behalf of the Company.

**MATERIAL DAMAGE SECTION
EXTENSIONS**

These Section Extensions are subject otherwise to the terms Exclusions and Conditions of this Section and this Policy

1. Professional Fees

- (a) The insurance by each item on Buildings or Contents includes an amount in respect of Architects', Surveyors', Consulting Engineers', Legal Fees
- (b) The insurance on Fees applies only to those necessarily and reasonably incurred in the reinstatement or repair of the Property Insured consequent upon its Damage but not for preparing any claim, it being understood that the amount payable under the item shall not exceed in total its Sum Insured.

2. Automatic Cover (Capital Additions)

The insurance by this Section shall, subject to its terms and Conditions extend to cover

- (a) any newly acquired and/or newly-erected Buildings and Contents, in so far as the same are not otherwise insured, and
- (b) alterations, additions and improvements to Buildings and Contents, but not in respect of any appreciation in value, anywhere in the Territorial Limits

provided that:

- (i) at any one situation this cover shall not exceed 10 per cent of the Total Specification Sum Insured on such Property Insured or €320,000 whichever is the less
- (ii) the Insured gives particulars of such Extension of cover as soon as is practicable and shall pay such additional premium as may be required retrospective to the date of the commencement of the Company's liability
- (iii) the provisions of this Extension shall be fully maintained, notwithstanding any specific insurance effected under Extension 2(b)(ii) above.

3. Clearing of Drains

The insurance by each item on Buildings extends to cover expense necessarily incurred in clearing, cleaning and/or repairing drains, gutters, sewers and the like on the premises for which the Insured is responsible in consequence of damage by the Defined Perils hereby insured against on the Insured's own Premises.

4. Day One Basis Reinstatement

Applicable as stated on Memoranda Index.

- A. Subject to the following Special Conditions the basis upon which the amount payable in respect of Property Insured by the above items is to be calculated shall be the Reinstatement of the property Damaged

**MATERIAL DAMAGE SECTION
EXTENSIONS
Continued**

For this purpose "Reinstatement" means

- (a) the rebuilding or replacement of property Damaged which, provided the liability of the Company is not increased may be carried out
 - (i) in any manner suitable to the requirements of the Insured
 - (ii) upon another site
- (b) the repair or restoration of property Damaged

in either case to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new.

- B. The Insured having stated in writing the Declared Value (shown in brackets below the Sum Insured) for each of the said items, the premium has been calculated accordingly

"Declared Value" means the Insured's assessment of the cost of reinstatement of the Property Insured arrived at in accordance with Extension 4A(a) at the level of costs applying at the inception of the Period of Insurance (ignoring inflationary factors which may operate subsequently) together with in so far as the insurance by the item provides, due allowance for

- (a) the additional cost of reinstatement to comply with Public Authorities requirements
- (b) professional fees
- (c) debris removal costs.

Special Conditions

- (a) At the inception of each Period of Insurance the Insured shall notify the Company of the Declared Value of the Property Insured by each of the said item(s). In the absence of such declaration the last amount declared by the Insured shall be taken as the Declared Value for the ensuing Period of Insurance.
- (b) If at the time of Damage the Declared Value of the property covered by such item be less than the cost of Reinstatement (as defined in paragraph 4B above) at the inception of the Period of Insurance then the Company's liability for the Damage shall not exceed that proportion thereof which the Declared Value bears to such cost of Reinstatement.
- (c) The liability of the Company for the repair or restoration of property Damaged in part only shall not exceed the amount which would have been payable had such property been wholly destroyed.
- (d) No payment beyond the amount which would have been payable in the absence of Extension 4 shall be made
 - (i) unless Reinstatement commences and proceeds without unreasonable delay
 - (ii) until the cost of Reinstatement shall have been actually incurred
 - (iii) if the Property Insured at the time of its loss destruction or Damage shall be insured by any other insurance effected by or on behalf of the Insured which is not upon the same basis of Reinstatement.

**MATERIAL DAMAGE SECTION
EXTENSIONS
Continued**

- (e) All the terms, Definitions, Exclusions, Extensions and Conditions of this Section shall apply
- (i) in respect of any claim payable under the provisions of Extension 4 except in so far as they are varied hereby
 - (ii) where claims are payable as if Extension 4 had not been incorporated except that the Sum(s) Insured shall be limited to 115% of the Declared Value(s).

5. Designation

For the purpose of determining where necessary the heading under which any Property Insured is insured, the Company agrees to accept the designation under which such Property Insured has been entered in the Insured's books.

6. Workmans's Clause

Workmen are allowed on the Property Insured for the purpose of repair maintenance and decoration up to a contract value of €25,000 from time to time without prejudice to this insurance.

7. Hiring or Leasing Agreements

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 destruction or Damage.

8. Mortgagees

The interest of the Mortgagee in this insurance shall not be prejudiced by any act or neglect of the Mortgagor or Occupier of any building hereby insured whereby the danger of loss or damage is increased without the authority or knowledge of the Mortgagee provided the Mortgagee shall immediately on becoming aware thereof give notice in writing to the Company and on demand pay such additional premium as the Company may require.

9. Non-Invalidation

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

10. Public Authorities

Applicable as stated on Memoranda Index.

Subject to the following Special Conditions the insurance by the above items nos. of this Section extends to include such additional cost of Reinstatement of the Damaged Property Insured as may be incurred solely by reason of the necessity to comply with building or other regulations under or framed in pursuance of any Act of Oireachtas or with Bye-Laws of any Public Authority excluding

**MATERIAL DAMAGE SECTION
EXTENSIONS
Continued**

- (a) the cost incurred in complying with any of the aforesaid Regulations or Bye-Laws
 - (i) in respect of Damage occurring prior to the granting of this Extension
 - (ii) in respect of Damage not insured by the Section
 - (iii) under which notice has been served upon the Insured or any lessee, tenant or sub-tenant prior to the happening of the Damage
 - (iv) in respect of such portions of the Property Insured not Damaged
- (b) the additional cost that would have been required to make good the Damaged Property Insured to a condition equal to its condition when new had the necessity to comply with any of the aforesaid Regulations or Bye-Laws not arisen
- (c) the amount of any charge or assessment arising out of capital appreciation which may be payable in respect of the Property Insured or by the owner thereof by reason of compliance with any of the aforesaid Regulations or Bye-Laws

Special Conditions

- (a) The work of 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 Company (during the said twelve months) may allow and may be carried out upon another site (if the aforesaid Regulations or Bye-Laws so necessitate) subject to the liability of the Company under this Extension not being thereby increased.
- (b) If the liability of the Company under (any item of) the Section apart from this Extension, shall be reduced by the application of any of the terms, Definitions, Exclusions, Extensions and Conditions of the Section then the liability of the Company under this Extension (in respect of any such item) shall be reduced in like proportion.
- (c) The total amount recoverable under any item of the Section shall not exceed the Sum Insured thereby.
- (d) All the terms, Definitions, Exclusions, Extensions and Conditions of the Section except insofar as they may be hereby varied shall apply as if they had been incorporated herein.

11. Contracting Purchaser's Interest

If at the time of Damage the Insured shall have contracted to sell his interest in any Building hereby insured and the purchase shall not have been but shall be thereafter completed, the purchaser on completion of the purchase (if and so far as the Property Insured is not otherwise insured against such Damage by him or on his behalf) shall be entitled to benefit under this Section without prejudice to the rights and liabilities of the Insured or the Company up to completion.

**MATERIAL DAMAGE SECTION
EXTENSIONS
Continued**

12. Reinstatement Memorandum

Applicable as stated on Memoranda Index.

Subject to the following Special Conditions the basis upon which the amount payable in respect of Property Insured by the above items is to be calculated shall be the Reinstatement of the Damaged Property Insured

For this purpose "Reinstatement" means

- (a) the rebuilding or replacement of Damaged Property Insured which, provided the liability of the Company is not increased, may be carried out
 - (i) in any manner suitable to the requirements of the Insured
 - (ii) upon another site
- (b) the repair or restoration of Damaged Property Insured

in either case to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new.

Special Conditions

- (a) The liability of the Company for the repair or restoration in part only of Damaged Property Insured shall not exceed the amount which would have been payable had such Damaged Property Insured been wholly destroyed.
- (b) If at the time of Reinstatement the sum representing 85% of the cost which would have been incurred in reinstating the whole of the Property Insured covered by any item subject to this memorandum exceeds its Sum Insured at the commencement of any Damage, the liability of the Company shall not exceed that proportion of the amount of the Damage which the said Sum Insured shall bear to the sum representing the total cost of Reinstating the whole of such Property Insured at that time.
- (c) No payment beyond the amount which would have been payable in the absence of this memorandum shall be made
 - (i) unless Reinstatement commences and proceeds without unreasonable delay
 - (ii) until the cost of Reinstatement shall have been actually incurred
 - (iii) if the Property Insured at the time of its Damage shall be insured by any other insurance effected by or on behalf of the Insured which is not upon the same basis of Reinstatement.
- (d) All the terms, Definitions, Exclusions, Extensions and Conditions of the Section shall apply
 - (i) in respect of any claim payable under the provisions of this memorandum except in so far as they are varied hereby
 - (ii) where claims are payable as if this memorandum had not been incorporated.

**MATERIAL DAMAGE SECTION
EXTENSIONS
Continued**

13. Reinstatement of the Amount of Any Loss

In consideration of the Sum Insured by any item hereof not being reduced by the amount of any loss, the Insured undertakes 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.

14. Removal of Debris

It is understood that the insurance by all Items of this Section except those applying wholly or in part to stock if insured, extends to include costs and expenses necessarily incurred by the Insured with the consent of the Company in

- (a) removing debris
- (b) dismantling and/or demolishing
- (c) shoring up or propping

of the portion or portions of the Property Insured by the said items Damaged by any Defined Peril hereby insured against

The liability of the Company under this Extension and the Section in respect of any item shall in no case exceed the Sum Insured thereby

The Company will not pay for any costs or expenses

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

15. Subrogation Waiver

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

- (a) Any company standing in the relation of Parent to Subsidiary (or Subsidiary to Parent) to the Insured as defined in the Companies Act 1963 or Companies (N.I.) Order 1986, as appropriate, current at the time of the Damage
- (b) Any company which is a Subsidiary of a Parent Company of which the Insured is itself a Subsidiary, in each case within the meaning of the Companies Act 1963 or Companies (N.I.) Order 1986, as appropriate, current at the time of Damage
- (c) All the terms, Definitions, Exclusions, Extensions and Conditions of the Section except in so far as they are varied hereby shall apply as if they had been incorporated herein.

**MATERIAL DAMAGE SECTION
EXTENSIONS
Continued**

16. Breakage or Collapse of Television and Radio Aerials or Masts

The Company will pay Damage as a result of breakage or collapse of television and radio aerials or masts including Damage caused thereto but excluding Damage to and Damage caused by any such aerial or mast exceeding 7.5 metres.

17. Alternative Accommodation and Loss of Rent

The Company will pay reasonable additional expenses necessarily incurred by the Resident for alternative comparable accommodation and loss of rent receivable as a result of

(a) the private dwelling portion of the Building Insured being Damaged and rendered uninhabitable.

(b) access being prevented to the private dwelling portion of the Building

by any of the Defined Perils until the private dwelling portion of the Building is habitable and accessible.

The maximum amount payable under this Extension shall not exceed 25% of the Building Declared Value specified in the Schedule.

18. Other Interests

Applicable as stated on Memoranda Index.

It is understood and agreed that the parties listed on the Memoranda Index have an interest in the insurance by this Section together with the within named Insured for their respective rights and interests as stated therein.

19. Loss of Keys

The Company will pay reasonable costs incurred to replace locks and keys so far as they are not otherwise insured at the Premises or to any safe or strongroom in the Premises for which the Insured is responsible following the loss of keys by Theft from the Insured's Business premises or from the home of the Insured or of any person authorised by the Insured to hold such keys up to a maximum of €1,300.

20. Damage to Grounds and Landscaped Gardens

The Company will pay reasonable costs incurred to restore or repair landscaped gardens of the Property Insured or for which the Insured is responsible, following Damage to the Property Insured by a Defined Peril up to a maximum of €15,000.

21. Metered Utility Supplies

The Company will pay the additional metered water, gas, oil and electricity charges incurred by the Insured resulting from Damage to the water supply or heating systems in or serving the Property Insured subject to a limit of €13,000 any one claim.

**MATERIAL DAMAGE SECTION
EXTENSIONS
Continued**

22. Trace and Access

The Company will pay costs necessarily and reasonably incurred with the prior consent of the Company in locating the source of any escape of water from any fixed domestic water service or heating installation including subsequent repairs arising directly as a consequence thereof

Provided that

- a) the maximum liability of the Company shall not exceed €15,000 any one claim
- b) this Extension shall not apply to the cost of repairs to any such fixed domestic water service or heating installation other than as described above.

23. Fire Brigade Charges

The Company will indemnify the Insured in respect of any fire brigade charges as may be levied by a fire authority in controlling or extinguishing fire, affecting or threatening to affect the Property Insured in circumstances which have given rise to a valid claim under this Policy.

The Liability of the Company shall not exceed the amount specified in the Schedule.

24. Elevator Collision

Loss or damage caused by elevator collision. The maximum liability of the Company shall not exceed €25,500 any one claim.

**MATERIAL DAMAGE SECTION
EXCLUSIONS**

1. Loss resulting from pollution or contamination but this shall not exclude loss resulting from Damage to Property Insured used by the Insured for the purpose of the Business, not otherwise excluded, caused by
 - (a) pollution or contamination which itself results from a Defined Peril hereby insured against
 - (b) any Defined Peril hereby insured against which itself results from pollution or contamination.

2. Consequential loss or Damage of any kind or description except loss of rent when such loss is included in the cover under this Section.

3. Damage occurring to Dynamos, Wires, Mains or Electrical Apparatus through self-ignition, short-circuiting, over-running, excessive pressure, self-heating or leakage of electricity, other than Damage by fire which may extend to Property Insured beyond such Dynamos, Wires, Mains or Electrical Apparatus.

4. Any loss damage cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with
 - (a) the loss alteration of or damage to or
 - (b) a reduction in the functionality availability or operation of

a computer-system hardware programme software data information-repository microchip integrated-circuit or similar device in computer-equipment or non-computer-equipment whether the property of the Insured or not

But this Exclusion shall not apply to such loss alteration damage or reduction in functionality availability or operation caused by a Defined Peril (excluding Accidental Damage) as specified in the Schedule and/or Specification as appropriate.

5. Property which at the time of the happening of Damage is insured by or would but for the existence of this Policy be insured by any marine policy or policies except in respect of any Deductible beyond the amount which would have been payable under the marine policy or policies had this insurance not been effected.

6. Any property more specifically insured by or on behalf of the Insured.

**MATERIAL DAMAGE SECTION
CONDITIONS**

1. Condition of Average (Under-insurance)

The Sum Insured by each item under Column 1 Buildings of the Specification of this Section is declared to be separately subject to Average

In respect of all Sums Insured hereby declared to be subject to Average, where such sum shall at the commencement of any Damage be less than the value of the Property Insured within such Sum Insured, the amount payable by the Company in respect of such damage shall be proportionately reduced.

2. Alteration

This Section shall be avoided with respect to any of the Property Insured in regard to which there is any alteration after the commencement of this insurance

- (a) by removal or
- (b) by Buildings becoming vacant or becoming unoccupied or
- (c) which increase the risk of Damage or
- (d) whereby the interest of the Insured ceases except by will or operation of law or
- (e) in respect of subsidence ground heave or landslip if insured - by any building demolition or excavation work being carried out on any adjoining site

unless admitted by the Company in writing.

3. Claims Condition

Procedure on the discovery of any event which might give rise to a claim under this Section

A. Action by the Insured

- (a) In the event of Damage the Insured shall
 - (1) notify the Company immediately
 - (2) notify the Garda Siochana or other Police Authority immediately it becomes evident that any Damage has been caused by malicious persons or by Theft or attempted Theft
 - (3) carry out and permit to be taken any action which may be reasonably practicable to prevent further Damage

**MATERIAL DAMAGE SECTION
CONDITIONS
Continued**

- (4) deliver to the Company at the Insured's expense
- (i) full information in writing of the Damaged Property Insured and of the amount of Damage
 - (ii) details of any other insurances on any Property Insured

within 30 days after such Damage (7 days in the case of Damage caused by riot civil commotion strikers locked-out workers or persons taking part in labour disturbances or malicious persons) or such further time as the Company may allow

- (iii) all such proofs and information relating to the claim as may reasonably be required
- (iv) if demanded, a statutory declaration of the truth of the claim and of any matters connected with it.

(b) No claim under this Section shall be payable unless the terms of this Condition have been complied with.

B. Reinstatement

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

C. Company's Rights following a Claim

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

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

D. Contribution and Average

If at the time of any Damage there is any other insurance effected by or on behalf of the Insured covering any of the property lost destroyed or Damaged the liability of the Company hereunder shall be limited to its rateable proportion of such Damage.

If any such other insurance shall be subject to any Average (under-insurance) Condition this Section if not already subject to any such Condition of Average shall be subject to Average in like manner.

**MATERIAL DAMAGE SECTION
CONDITIONS
Continued**

If any such other insurance is subject to any provision whereby it is excluded from ranking concurrently with this Section either in whole or in part or from contributing rateably the liability of the Company under this Section shall be limited to that proportion of the Damage which the Sum Insured under this Section bears to the value of the Property Insured.

E. Subrogation

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

4. Warranties

Every warranty to which the Property Insured or any item thereof is, or may be, made subject, shall from the time the warranty attaches apply and continue to be in force during the whole currency of this Section, and non-compliance with any such warranty, whether it increases the risk or not shall be a bar to any claim in respect of such Property Insured or item; provided that whenever this Section is renewed a claim in respect of destruction or 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.

5. Additional Warranties

This Section is subject to such additional Warranties as may be attached to the Schedule.

6. Automatic Fire Alarm Installations and Fire Extinguishing Appliances

Where automatic fire alarm installations and fire extinguishing appliances are installed, the Insured hereby undertakes in consideration of the discount and/or reduced rate granted for the automatic fire alarm installation(s) to

- (a) carry out the testing and checking requirements referred to on the completion certificate and remedy promptly any defect disclosed carry out the maintenance procedures specified by the manufacturers of the equipment
- (b) notify the Company immediately of any disconnection or failure of the automatic fire alarm installation likely to leave any area unprotected for 12 hours or more
- (c) record details of all events such as alarm fault tests maintenance and disconnection's and keep such details available for examination by the Company's representatives.

7. Firebreak Doors and Shutters

The Insured warrants that all firebreak doors and shutters will be kept closed and will be maintained in efficient working order.

**MATERIAL DAMAGE SECTION
CONDITIONS
Continued**

8. Heating

The Insured warrants that all Building(s) are heated by:

- (a) Electricity
 - (b) Gas appliances using gas from a public supply
 - (c) Fixed warm air units or radiators heated by hot water supplied from an oil or gas fired boiler
- except as stated by Endorsement.

9. Unoccupancy

Notice in writing shall be given to the Company by the Insured when any empty or disused Building(s) or portions of Building(s) become occupied and an additional premium paid if required.

**EMPLOYER'S/PUBLIC LIABILITY SECTIONS
DEFINITIONS**

- 1. Employee** means any
 - (a) person under a contract of service or apprenticeship with the Insured
 - (b) person engaged under any training educational or work experience programme
 - (c) labour master or labour only sub-contractor or any person employed or supplied by them
 - (d) self employed person
 - (e) person hired to or borrowed by the Insuredwhile working for the Insured in the course of the Business

- 2. Bodily Injury** means bodily injury and includes death disease and illness

- 3. Principal** means any person company firm public local or statutory authority for whom the Insured is carrying out work under contract or agreement

- 4. Pollution or Contamination** means
 - (a) all pollution or contamination of buildings or other structures or of water or land or the atmosphere
 - (b) all Bodily Injury Nuisance or loss of or damage to material property directly or indirectly caused by such pollution or contamination

- 5. Product** means any commodity article thing or any part thereof (including containers labelling and packaging provided in connection therewith) manufactured constructed erected installed altered repaired serviced processed treated sold leased supplied or distributed by or on behalf of the Insured in the course of the Business and not in the custody or control of the Insured

- 6. Nuisance** means nuisance trespass or interference with any easement right of air light water or way

**EMPLOYERS LIABILITY SECTION
INSURING CLAUSE**

The Company will indemnify the Insured in respect of all sums which the Insured shall become legally liable to pay for damages arising from Bodily Injury to an Employee caused within the Territorial Limits during the Period of Insurance

Law Costs

The Company will also indemnify the Insured in respect of

- (a) all claimants costs and expenses legally recoverable from the Insured
- (b) all costs and expenses incurred by the Insured with the written consent of the Company

provided all such costs and expenses arise or are incurred in connection with a claim for which indemnity is provided by this Section

Limit of Indemnity

The total amount payable for all damages and all Law Costs in respect of any one occurrence or all occurrences of a series consequent on one original cause shall not exceed the Limit of Indemnity stated in the Employers Liability Section of the Schedule

The Limit of Indemnity will not be reduced by the amount of any Excess that may be applicable to this Section

**EMPLOYER'S LIABILITY SECTION
EXTENSIONS**

These Section Extensions are subject otherwise to the terms Exclusions and Conditions of this Section and this Policy

1. Indemnity to Principals

The Company will indemnify any Principal against legal liability as defined in the Employers Liability Section Insuring Clause

Provided that

- (a) the Insured would have been entitled to indemnity under this Section had the claim been made against the Insured
- (b) the Principal is not entitled to indemnity under any other policy
- (c) the Principal shall as though he were the Insured observe fulfil and be subject to the terms Definitions Exclusions and Conditions of this Section and this Policy
- (d) nothing in this Extension will operate to increase the liability of the Company to pay any amount exceeding the Limit of Indemnity regardless of the number of persons claiming to be indemnified

2. Personal Representatives

In the event of the death of the Insured the Company will indemnify the Insured's legal personal representatives against legal liability as defined in the Employers Liability Section Insuring Clause

Provided that

- (a) the Insured was entitled to indemnity under this Section
- (b) such legal personal representatives are not entitled to indemnity under any other policy
- (c) such legal personal representatives shall as though they were the Insured observe fulfil and be subject to the terms Definitions Exclusions and Conditions of this Section and this Policy

3. Indemnity to Other Persons

If the Insured so requests the Company will indemnify the following persons in respect of legal liability as defined in the Employers Liability Section Insuring Clause

- (a) an Employee or partner or director of the Insured provided that the Insured would have been entitled to indemnity under this Section had the claim been made against the Insured
- (b) any officer or member of the Insured's canteen social sports or welfare organisation or first aid medical and dental services ambulance fire security services or safety organisation in his/her respective capacity as such in connection with the Business

**EMPLOYER'S LIABILITY SECTION
EXTENSIONS
Continued**

Provided that

- (i) such persons are not entitled to indemnity under any other policy
- (ii) such persons shall as though they were the Insured observe fulfil and be subject to the terms Definitions Exclusions and Conditions of this Section and this Policy
- (iii) nothing in this Extension will operate to increase the liability of the Company to pay any amount exceeding the Limit of Indemnity regardless of the number of persons claiming to be indemnified

4. Safety Health and Welfare at Work Act 2005

The Company will indemnify the Insured or at the request of the Insured an Employee or partner or director of the Insured against legal costs and expenses incurred in the defence of any criminal proceedings brought for a breach of the Safety Health and Welfare at Work Act 2005 committed or alleged to have been committed during the Period of Insurance including legal costs and expenses incurred with the consent of the Company in an appeal against conviction arising from such proceedings

Provided that

- (a) the Company shall not be liable for the payment of fines or penalties
- (b) the proceedings relate to the safety health and welfare of an Employee
- (c) such persons are not entitled to indemnity under any other policy

**EMPLOYER'S LIABILITY SECTION
EXCLUSIONS**

The Company will not indemnify the Insured in respect of any liability

1. for which compulsory insurance or security is required under any Road Traffic Act or any legislation amending or replacing any such Act
2. assumed by the Insured under any contract or agreement unless such liability would have attached to the Insured in the absence of such contract or agreement
3. arising from any judgement award or settlement made within countries states or territories which operate under the laws of the United States of America or Canada or to any order made anywhere in the world to enforce such judgement award or settlement either in whole or in part
4. caused by or arising from tree felling and lopping
5. caused by or arising from the loss or alteration of or damage to or a reduction in the functionality availability or operation of a computer-system hardware programme software data information-repository microchip integrated-circuit or similar device in computer-equipment or non-computer-equipment that results from the malicious or negligent transfer (electronic or otherwise) of a computer-programme that contains any malicious or damaging code including but not limited to computer-virus worm logic-bomb or trojan-horse

**PUBLIC LIABILITY SECTION
INSURING CLAUSE**

The Company will indemnify the Insured in respect of all sums which the Insured shall become legally liable to pay for damages arising out of accidental

- (a) Bodily Injury to any person
- (b) Nuisance
- (c) loss of or damage to material property

occurring within the Territorial Limits during the Period of Insurance and arising out of and in the course of the Business

Limit of Indemnity

The total amount payable for all damages in respect of any one occurrence or all occurrences of a series consequent on one original cause shall not exceed the Limit of Indemnity stated in the Schedule

The Limit of Indemnity will not be reduced by the amount of any Excess that may be applicable to this Section

Law Costs

The Company will in addition indemnify the Insured in respect of

- (a) all claimants costs and expenses legally recoverable from the Insured
- (b) all costs and expenses incurred by the Insured with the written consent of the Company

provided all such costs and expenses arise or are incurred in connection with a claim for which indemnity is provided by this Section

**PUBLIC LIABILITY SECTION
EXTENSIONS**

These Section Extensions are subject otherwise to the terms Exclusions and Conditions of this Section and this Policy

1. Indemnity to Principals

The Company will indemnify any Principal in respect of legal liability as defined in the Public Liability Insuring Clause

Provided that

- (a) the Insured would have been entitled to indemnity under this Section had the claim been made against the Insured
- (b) the Principal is not entitled to indemnity under any other policy
- (c) the Principal shall as though he were the Insured observe fulfil and be subject to the terms Definitions Exclusions and Conditions of this Section and this Policy
- (d) nothing in this Extension will operate to increase the liability of the Company to pay any amount exceeding the Limit of Indemnity regardless of the number of persons claiming to be indemnified

2. Personal Representatives

In the event of the death of the Insured the Company will indemnify the Insured's legal personal representatives in respect of legal liability as defined in the Public Liability Insuring Clause

Provided that

- (a) the Insured was entitled to indemnity under this Section
- (b) such legal personal representatives are not entitled to indemnity under any other policy
- (c) such legal personal representatives shall as though they were the Insured observe fulfil and be subject to the terms Definitions Exclusions and Conditions of this Section and this Policy

3. Indemnity to Other Persons

If the Insured so requests the Company will indemnify the following persons in respect of legal liability as defined in the Public Liability Insuring Clause

- (a) an Employee or partner or director of the Insured provided that the Insured would have been entitled to indemnity under this Section had the claim been made against the Insured
- (b) any officer or member of the Insured's canteen social sports or welfare organisation or first aid medical and dental services ambulance fire security services or safety organisation in his/her respective capacity as such in connection with the Business
- (c) the owner or lessee of an individual apartment in the apartment block
- (d) the resident's association

**PUBLIC LIABILITY SECTION
EXTENSIONS
Continued**

Provided that

- (i) such persons are not entitled to indemnity under any other policy
- (ii) such persons shall as though they were the Insured observe fulfil and be subject to the terms Definitions Exclusions and Conditions of this Section and this Policy
- (iii) nothing in this Extension will operate to increase the liability of the Company to pay any amount exceeding the Limit of Indemnity regardless of the number of persons claiming to be indemnified

4. Cross Liabilities

If more than one party is named as the Insured the Company will treat each party as if a separate Policy had been issued to each

Provided that nothing in this Extension will operate to increase the liability of the Company to pay any amount exceeding the Limit of Indemnity regardless of the number of persons claiming to be indemnified

5. Compensation for Court Attendance

In the event of an Employee or partner or director of the Insured attending court as a witness at the request of the Company in connection with a claim which is the subject of indemnity under this Policy the Company will provide compensation to the Insured at the rate of €250 per day for attendance at the court in excess of half a normal working day

**PUBLIC LIABILITY SECTION
EXCLUSIONS**

The Company will not indemnify the Insured in respect of any liability:

1. for Bodily Injury to an Employee
2. for fines penalties punitive or exemplary damages
3. for Pollution or Contamination unless caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific place and time during the Period of Insurance

Provided that

- (a) all Pollution or Contamination which arises out of such incident shall be deemed to have occurred at the time such incident takes place
 - (b) the liability of the Company for all damages payable in respect of such Pollution or Contamination which is deemed to have occurred during any one Period of Insurance shall not exceed in the aggregate the amount stated in the Schedule as the Limit of Indemnity
4. for loss of or damage to material property
 - (a) belonging to the Insured
 - (b) in the custody or control of the Insured or an Employee or partner or director of the Insured other than
 - (i) the personal effects (including vehicles and their contents) of any visitor Employee or partner or director of the Insured
 - (ii) buildings (together with the contents thereof) temporarily occupied by or on behalf of the Insured for the purpose of carrying out work in the course of the Business
 - (iii) buildings (including their fixtures and fittings) leased or rented by the Insured but excluding liability assumed under the terms of any tenancy agreement which would not have attached in the absence of such agreement
 5. caused by or arising from the ownership possession or use by or on behalf of the Insured of any
 - (a) mechanically propelled vehicle other than
 - (i) the use of plant as a tool of trade at the Insured's premises or any site at which the Insured is working in the course of the Business
 - (ii) the loading or unloading of such vehicle or the delivery or collection of goods to or from such vehicle
 - (iii) the movement of such vehicles not belonging to the Insured which are interfering with the performance of the Business

except where indemnity is provided by any other insurance or where compulsory insurance or security for such vehicle is required under Road Traffic Act Legislation

**PUBLIC LIABILITY SECTION
EXCLUSIONS
Continued**

- (b) aircraft or hovercraft
 - (c) watercraft other than hand propelled watercraft not exceeding eight metres in length
6. caused by or arising from any design plan or specification or any treatment or advice (remedial professional or otherwise) given administered or omitted by the Insured or an Employee or partner or director of the Insured for which a fee is or would normally be charged
7. for loss of or damage to that part of any property on which the Insured or an Employee or partner or director or agent of the Insured is or has been working where the loss or damage arises out of such work
8. (a) caused by or arising from a Product other than food or beverages prepared and/or served for consumption on any premises occupied by the Insured
- (b) for the cost of repairing replacing recalling altering removing or reinstating a Product
9. caused by or arising from tree felling and lopping
10. of any Resident incurred solely as occupier (not owner) of the apartment in which he/she is residing
11. directly or indirectly caused by arising from in consequence of or in any way involving asbestos
- But this Exclusion shall not apply to Bodily Injury or loss of or damage to material property caused by any commodity article or thing containing asbestos where the presence of asbestos is not in itself a direct or indirect cause of such Bodily Injury or loss of or damage to material property
12. assumed by the Insured under any contract or agreement unless such liability would have attached to the Insured in the absence of such contract or agreement
13. arising from any judgement award or settlement made within countries states or territories which operate under the laws of the United States of America or Canada or to any order made anywhere in the world to enforce such judgement award or settlement either in whole or in part
14. caused by or arising from the loss or alteration of or damage to or a reduction in the functionality availability or operation of a computer-system hardware programme software data information-repository microchip integrated-circuit or similar device in computer-equipment or non-computer-equipment that results from the malicious or negligent transfer (electronic or otherwise) of a computer-programme that contains any malicious or damaging code including but not limited to computer-virus worm logic-bomb or trojan-horse

**EMPLOYER'S/PUBLIC LIABILITY SECTIONS
CONDITIONS**

1. Alterations in Risk

If at any time anything shall occur or be done materially affecting or varying any aspects of the subject matter of this insurance the Insured shall give immediate notice in writing to the Company.

2. Other Insurances

If any insurance under this Policy is also the subject (in whole or in part) of any other policy the liability of the Company shall apply in excess of and not as contributory with such other policy

3. Claims Condition

- (a) In the event of an occurrence which may give rise to a claim for indemnity under this Policy the Insured shall give immediate notice to the Company with full particulars. Every letter claim writ summons and process shall be notified or forwarded to the Company immediately on receipt. The Insured shall inform the Company immediately of any impending prosecution inquest or fatal inquiry or civil proceedings and send to the Company every relevant document which must remain unanswered by the Insured
- (b) No admission repudiation offer promise payment or indemnity shall be made or given by or on behalf of the Insured without the written consent of the Company. The Company shall be entitled if it so desires to take over and conduct in the name of the Insured the defence or settlement of any claim or to prosecute in the name of the Insured for its own benefit any claim for indemnity or damages or otherwise. The Company shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the Insured shall give all such information and assistance as the Company may require. The Company shall not be liable for any loss alleged to have been sustained by the Insured in consequence of any action or omission of the Company in the course of any claim or proceedings
- (c) The Company may at any time at its sole discretion pay to the Insured the amount of the Limit of Indemnity (less any sum or sums already paid) or any lesser sum for which the claim or claims can be settled and be under no further liability in respect of such claim or claims except for other costs and expenses for which the Company may be responsible incurred prior to such payment

GENERAL POLICY EXCLUSIONS

The Company will not indemnify the Insured in respect of

1. any 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

2. any liability, 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;
 - (a) 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
 - (b) any Act of Terrorism

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

This Policy also excludes any liability, 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 or suppressing or in any way relating to (a) and/or (b) above.

If the Company alleges that by reason of this Exclusion, any liability, loss, damage, cost or expense is not indemnified by this insurance the burden of proving the contrary shall be upon the Insured.

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

3. the amount of any Deductible or Excess stated in the Schedule including any Condition of Average where applicable.

The Insured warrants that it shall not effect insurance in respect of the amounts of the Deductibles stated in the Schedule.

GENERAL POLICY EXCLUSIONS
Continued

4. 1: Neither this Policy, nor any indemnity nor cover provided under it shall apply to or cover any loss or Damage (including consequential loss or damage), legal liability, claim, cost or expense, whether preventative, remedial or otherwise nor shall there be any liability whatsoever on the part of the Company in respect of any claim of whatsoever nature or kind on foot of the Policy, directly or indirectly caused by (whether proximately or otherwise) or consisting of, or connected with or arising from:-
- (a) the actual or alleged failure, malfunction, inability or inadequacy of any of the following (whether the property of the Insured or not or whether under the control of or operated or used by or on behalf of the Insured or not and whether occurring before, during or after the Year 2000)
 - (i) any computer, computerised system, computer network, electronic equipment;
 - (ii) any microchip, micro processor, integrated circuit or similar device, whether or not embedded in or forming part of a computer or any other thing, device, installation or system of any kind whatsoever;
 - (iii) any computer software (including but not restricted to application software and system software);
 - (iv) any other equipment, media, or system for processing, storing or retrieving data;
 - (v) any code or component of any of the foregoing;
 - (vi) any other product, equipment, service, installation, data or function that directly or indirectly use or rely upon or are connected with in any manner whatsoever any of the items listed in paragraphs (i) to (v) above of this endorsement.

To do correctly or omit to do any of the following:-

- (i) read, accept, interpret, process or recognise any date as its true calendar date;
- (ii) capture, save or retain or correctly to manipulate, interpret, calculate, compare, differentiate, sequence or process in any way whatsoever any data or information or command or instruction (whether directly or indirectly) as a result of or associated or connected in any way with, treating any date otherwise than its true calendar date;
- (iii) capture, save, retain, manipulate, interpret, calculate, compare, differentiate, sequence or process in any way whatsoever any data or information (whether directly or indirectly) as a result of or connected in any way with the use or operation of any command or instruction which has been programmed, integrated or incorporated into any computer software or data being the command or instruction which causes or contributes to, (whether proximately or otherwise) the loss or corruption of data or information or of any command or instruction or the inability or failure to correctly capture, save, retain, manipulate, interpret, calculate, compare, differentiate, sequence or process such data on or after any date.

GENERAL POLICY EXCLUSIONS
Continued

(b) Any advice, assessment, inspection testing, audit, evaluation, correction, conversion, design, redesign, renovation, repair, maintenance, rewriting, rectification or replacement of or any failure to advise, assess, test audit, evaluate, correct, convert, design, redesign, renovate, repair, rewrite, rectify or replace any of the equipment or software listed at paragraph 1(a) of this endorsement in respect of any of the problems or potential problems mentioned in the said paragraph 1(a) whether provided, performed, carried out or done by you, for you, or at your order or request or otherwise.

2: This Exclusion applies irrespective of whether any of the matters specified in paragraph 1 hereof occur prior or subsequent to or contemporaneously or in association or concurrently with any other cause or event or occurrence whatsoever or howsoever arising and irrespective of whether or not the claim under the Policy is based primarily or proximately on such other cause, event or occurrence.

3: This Exclusion applies irrespective of the cause or reason for the failure, malfunction, inability or inadequacy and irrespective of whether or not any attempt was made to carry out any repairs or modifications to avoid or mitigate the effects of the same.

4: The other terms of this Policy shall be read subject to this Exclusion and any conflict between those other terms and the contents of this Exclusion will be resolved in favour of this Exclusion. This paragraph of the Exclusion shall not however prejudice the operation of, or affect in any way, the following paragraph hereof.

5: This Exclusion does not amount to any express or implied admission or acceptance that apart from this Exclusion the Policy would otherwise provide cover or impose a liability on the Company in respect of any of the matters specified in paragraph 1 hereof and the Policy cover or liability imposed pursuant of the Policy shall not be augmented or increased in any way whatsoever by the terms of this Exclusion.

6: The incorporation or inclusion of this Exclusion to the Policy shall not affect the Company's right to contend that quite independently of this Exclusion, the Policy provides no indemnity or cover and has no application or imposes no liability on the Company in respect of any of the matters specified in paragraph 1 hereof and the inclusion or incorporation of this Exclusion in the Policy shall not constitute any express or implied admission to the contrary.

But this Exclusion shall not exclude subsequent Damage, Burglary/ Theft, Glass breakage not otherwise excluded under the policy which itself is caused by fire, lightning, explosion, aircraft or other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked out worker, persons taking part in labour disturbances, malicious persons, earthquake, subterranean fire, storm, tempest, flood, escape of water from any tank apparatus or pipe, sprinkler leakage, impact by any vehicle (or goods falling therefrom) or animal.

Note: This Exclusion does not apply to any Employer's Liability cover provided by this Policy in respect of the Business carried out in the United Kingdom and/or Northern Ireland

GENERAL POLICY CONDITIONS

1. Cancellation

- (a) The Company may cancel this Policy at any time by giving 21 days notice by registered letter to the last known address of the Insured and in such case the Insured shall be entitled to the return of a proportionate part of the Premium in respect of the unexpired Period of Insurance subject to the retention by the Company of the Minimum Premium stated in the Schedule.
- (b) Without prejudice to the generality of General Policy Condition 1 (a) if the Company has agreed to accept payment of Premium for this Policy by instalments then in the event of non-payment of any instalment on or before the due date the Company may cancel this Policy by giving 7 days notice by registered letter to the last known address of the Insured following the expiry of which notice this Policy shall be automatically cancelled and the Company shall be entitled to payment of the Premium proportionate to the Period of Insurance.

2. Reasonable Precautions

While this Policy is in force the Insured shall

- (a) take all reasonable precautions to prevent Damage, Bodily Injury, Nuisance accidents, or loss of or damage to material property
- (b) maintain all Property Insured in good condition
- (c) at all times exercise reasonable care in that only steady and competent Employees are employed
- (d) take all reasonable steps to comply with all applicable laws, statutory enactments or local authority by-laws, regulations, obligations and requirements

3. Due Observance

The observance and fulfilment of the terms Exclusions and Conditions of this Policy in so far as they relate to anything to be done or complied with by the Insured of any other indemnified party shall be conditions precedent to any liability of the Company to make any payment under this Policy.

4. Non-Disclosure

This insurance will be voidable if there has been misrepresentation misdescription or non-disclosure of any material fact

5. Fraud

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 benefits under this Policy shall be forfeited.

GENERAL POLICY CONDITIONS
Continued

6. Arbitration

All differences arising out of this Policy shall be referred to the decision of an arbitrator to be appointed by the parties or failing agreement by the President for the time being of the Incorporated Law Society of Ireland. Where any difference is referred to arbitration the making of an award shall be a condition precedent to any right of action against the Company. Claims not referred to arbitration within 12 calendar months from the date of disclaimer of the liability shall be deemed to have been abandoned.

7. Insurance Act

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