

SPECIMEN HOSPITALITY POLICY (Ref 01HP)

Hospitality Policy

<u>CONTENTS</u>	<u>PAGE</u>
INTRODUCTION	2
SCHEDULE	3
GENERAL POLICY DEFINITIONS	4
MATERIAL DAMAGE/BUSINESS INTERRUPTION SECTIONS DEFINITIONS	6
MATERIAL DAMAGE SECTION	15
BUSINESS INTERRUPTION SECTION	40
MATERIAL DAMAGE/BUSINESS INTERRUPTION SECTIONS CONDITIONS	49
MONEY SECTION	54
MONEY SECTION EXCLUSIONS AND CONDITIONS	58
EMPLOYERS/PUBLIC/PRODUCTS LIABILITY SECTIONS DEFINITIONS	61
EMPLOYERS LIABILITY SECTION	62
PUBLIC LIABILITY SECTION	67
PRODUCTS LIABILITY SECTION	74
EMPLOYERS/PUBLIC/PRODUCTS LIABILITY SECTIONS EXCLUSIONS	78
EMPLOYERS/PUBLIC/PRODUCTS LIABILITY SECTIONS CONDITIONS	79
LEGAL EXPENSES SECTION	80
GENERAL POLICY EXCLUSIONS	91
GENERAL POLICY CONDITIONS	93

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.

Finance Act 1990 (or future amendments thereto)

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

Prepared by Gerry Whelan

Address: Allianz House

Elmpark, Merrion Road

Dublin 4, Ireland.

Phone: 01-6133930 Fax: 01-6134460

Checked

Policy Form Reference: 01HP

Tx Ref: DN/NB/2010/07/53131

I02HARRINR (K)

INTRODUCTION

Forming part of specimen Hospitality Policy

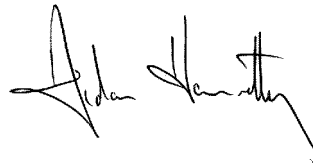
In consideration of the Insured having paid or agreed to pay the Premium

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

The monthly details in respect of properties requiring cover sent in writing to the Company by or behalf of the Insured shall form the basis of this contract

This Policy comprising the Introduction Schedule Definitions Insuring Clause Extensions Exclusions Conditions and any Endorsements shall be read as one contract and any word or expression to which a 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 HOSPITALITY POLICY (Ref 01HP)

SCHEDULE

Forming part of specimen Hospitality 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 HOSPITALITY 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 repair and maintenance of vehicles or plant used in the course of the Business and owned by the Insured.
 - (c) the provision and management of canteens social sports and welfare organisations which are for the benefit of Employees and their families.
 - (d) the provision in the course of the Business of first aid medical and dental services ambulance fire security services and safety organisations.
 - (e) private work undertaken with the prior consent of the Insured by an Employee for a partner or director of the Insured provided that such work is not in pursuit of any trade or business.
3. **Submission** means the proposal and declaration or statement of fact for the insurance herein provided for together with all attachments thereto and any other information supplied by the Insured or the Insured's broker 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 and in addition but solely in respect of the Products Liability Section anywhere else in the world but excluding the United States of America or Canada or states or territories which operate under the laws of the United States of America or Canada.
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.

GENERAL POLICY DEFINITIONS
Continued

7. Wrongful Arrest means

- (a) assault committed or alleged to have been committed by the Insured or any Employee at the time of making or attempting to make an arrest or in resisting an overt attempt to escape by a person under arrest before such person has or could be placed in the custody of a law enforcement officer
- (b) libel or slander false imprisonment or malicious prosecution committed or alleged to have been committed directly in connection with an arrest by the Insured or any Employee or arising out of the investigation of acts of shoplifting or stealing

**DAMAGE/BUSINESS INTERRUPTION SECTIONS
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. **Business Interruption** shall mean loss resulting from interruption of or interference with the Business carried on by the Insured at the Premises in consequence of Damage to property used by the Insured at the Premises for the purpose of the Business.
4. **Property Insured**

(a) **Buildings at the Premises**

buildings 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 and fences
- (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 car-parks roads and pavements.

(b) **Contents at the Premises**

The term "Contents" includes

- (i) machinery plant trade fixtures and fittings
- (ii) tenants' improvements alterations and decorations
- (iii) 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) for an amount not exceeding €650 in respect of any one person
- (iv) contents of outbuildings.

The term "Contents" excludes (except as provided for under Material Damage Extension 1 All Other Contents)

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

**MATERIAL DAMAGE/BUSINESS INTERRUPTION SECTIONS
DEFINITIONS
Continued**

- (iii) money and stamps
- (iv) documents manuscripts and business books
- (v) computer systems records
- (vi) any patterns models moulds plans or designs or set of same
- (vii) vehicles licensed for road use including accessories thereon and contents therein except to the extent provided under Material Damage Extension 17 Motor Vehicles

(c) **Stock** shall mean stock and materials in trade work in progress and finished goods

5. Memoranda Index shall mean the Memoranda Index in the Schedule.

6. 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 or Business Interruption 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
- (iii) in respect of Business Interruption only, of any other boilers or economisers on the Premises
but excluding Damage or Business Interruption caused by earthquake or subterranean fire

**MATERIAL DAMAGE/BUSINESS INTERRUPTION SECTIONS
DEFINITIONS
Continued**

B: 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

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) in respect of the Business Interruption Section

Business Interruption or Damage caused by the bursting by steam pressure of any vessel machine or apparatus (not being a boiler or economiser on the Premises) belonging to or under the control of the Insured in which internal pressure is due to steam only

- (c) Damage or Business Interruption 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 or Business Interruption 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 or Business Interruption

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

**MATERIAL DAMAGE/BUSINESS INTERRUPTION SECTIONS
DEFINITIONS
Continued**

(c) as regards Damage or Business Interruption (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 or Business Interruption by Theft

(ii) Damage or Business Interruption in respect of any Building which is empty or not in use

F: Riot or Civil Commotion in respect of Damage caused by fire only, excluding Damage or Business Interruption arising from

(a) confiscation or requisition or destruction by order of the government or any public authority

(b) cessation of work

G: Earthquake

H: Earthquake in respect of Damage or Business Interruption caused by fire only

J: Earthquake excluding Damage or Business Interruption 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 or Business Interruption 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 Business Interruption attributable solely to change in the water table level

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

**MATERIAL DAMAGE/BUSINESS INTERRUPTION SECTIONS
DEFINITIONS
Continued**

- (d) Damage or Business Interruption 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 or Business Interruption

- (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 from Any Tank Apparatus or Pipe excluding Damage or Business Interruption

- (a) by water discharged or leaking from any automatic sprinkler installation
- (b) in respect of any Building which is empty or not in use

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 (including fork lift or stacker truck) or animal belonging to or under the control of the Insured or any occupier of the Premises or their respective employees

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

**MATERIAL DAMAGE/BUSINESS INTERRUPTION SECTIONS
DEFINITIONS
Continued**

T: Theft (which shall be deemed to include attempted Theft)

Excluding Damage and Business Interruption

- (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 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 part of the Building not occupied by the Insured for the purpose of the Business
- (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 or Business Interruption caused by

- (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
- (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/sanitary ware 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 the Premises are unfurnished or untenanted unless specifically agreed

**MATERIAL DAMAGE/BUSINESS INTERRUPTION SECTIONS
DEFINITIONS
Continued**

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 or Business Interruption 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 or Business Interruption 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 or Business Interruption 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 or Business Interruption not otherwise excluded which itself results from Defined Perils A - U or subsequent Damage or Business Interruption which itself results from a cause not otherwise excluded
 - (iv) acts of fraud or dishonesty by any partner director or employee of the Insured
- (c) Damage or Business Interruption 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 finish

**MATERIAL DAMAGE/BUSINESS INTERRUPTION SECTIONS
DEFINITIONS
Continued**

or Damage or Business Interruption consisting of

- (iii) joint leakage failure of welds cracking fracturing collapse or overheating of boilers economisers super heaters pressure vessels or any range of steam and feed piping 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 originates
- (v) in respect of Business Interruption Section only

Business Interruption caused by the deliberate act of a supply undertaking in withholding the supply of water, gas, electricity, fuel or telecommunications services

but this shall not exclude such Damage or Business Interruption not otherwise excluded which itself results from Defined Perils A-U or from any other accidental loss, destruction or damage, or subsequent Damage or Business Interruption which itself results from a cause not otherwise excluded

- (d) Damage or Business Interruption 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 or Business Interruption caused by Defined Perils A - U in so far as they are not otherwise excluded
- (f) Damage or Business Interruption in respect of fences gates and moveable property in the open caused by wind rain hail sleet snow or dust
- (g) Damage or Business Interruption to any property resulting from its undergoing any process of production packing treatment testing commissioning service or repair
- (h) Damage or Business Interruption 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

**MATERIAL DAMAGE/BUSINESS INTERRUPTION SECTIONS
DEFINITIONS
Continued**

(i) Damage or Business Interruption to

- (i) vehicles licensed for road use (including accessories on them) caravans trailers railway locomotives rolling stock watercraft or aircraft
- (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 or Business Interruption 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 or Business Interruption in respect of yards, car-parks, roads, pavements, walls, gates and fences unless also affecting a Building insured hereby
- (b) Damage or Business Interruption 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 or Business Interruption which originated prior to the inception of this cover
- (d) Damage or Business Interruption resulting from
 - (i) demolition construction structural alteration or repair of any property or
 - (ii) groundwork's or excavationat the same premises

MATERIAL DAMAGE SECTION
(Applicable only if specified in the Schedule)

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. All Other Contents

It is agreed that the term "Contents" is extended to include:-

- (a) money and stamps for an amount not exceeding €3,200
- (b) documents, manuscripts and business books but only for the value of the materials as stationery together with the cost of clerical labour expended in writing up and not for the value to the insured of the information therein for an amount not exceeding €1,000
- (c) computer systems records, but only for the value of materials together with the cost of clerical labour and computer time expended in reproducing such records (excluding any expense in connection with the production of information to be recorded therein) and not for the value to the insured of the information contained therein, for an amount not exceeding €6,350
- (d) patterns, models, moulds, plans or designs or set of same for an amount not exceeding €3,200

2. Adjoining Buildings

It is understood that, except where specifically insured small outside Buildings and their Contents, and the Buildings and Contents of an extension to and communicating with any of the previously described Buildings are held to be insured under the item applying to the Building to which such property is attached or belongs.

3. 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.

4. 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

**MATERIAL DAMAGE SECTION
EXTENSIONS
Continued**

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 4(b)(ii) above.

5. Change of Temperature

Notwithstanding anything herein to the contrary, this Section covers Damage to the Property Insured which may be caused by change of temperature resulting from the total or partial destruction or disablement of the refrigerating plant by Fire, Lightning and Explosion, as defined herein or any other peril insured hereby, subject to the terms, Definitions, Exclusions, Extensions and Conditions of this Section.

6. 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.

7. Contract Price

In respect only of goods sold but not delivered for which the Insured is responsible subject to a sale contract which, following Damage is cancelled by reason of its condition wholly or to the extent of the Damage, the liability of the Company shall be based on the contract price.

For the purpose of this insurance the value of all goods to which this Extension could apply in the event of Damage shall also be ascertained on this basis.

8. Customers Goods

In so far as Stock is not otherwise insured the insurance on Stock by this Section extends to cover goods of the customers of the Insured for which the Insured have made themselves responsible even though such goods shall have been bought and paid for.

**MATERIAL DAMAGE SECTION
EXTENSIONS
Continued**

9. Day One Basis Reinstatement Memorandum

Applicable as stated on the 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

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 9A(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 9B 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.

**MATERIAL DAMAGE SECTION
EXTENSION
Continued**

- (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 9 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.
- (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 9 except in so far as they are varied hereby
 - (ii) where claims are payable as if Extension 9 had not been incorporated except that the Sum(s) Insured shall be limited to 115% of the Declared Value(s).

10. 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.

11. Escalator

Applicable as stated on the Memoranda Index

In consideration of the payment of an additional premium amounting to 50% of the premium produced by applying the specified percentage to the first or the annual premium as appropriate as specified on the Memoranda Index the Sum(s) Insured thereby shall, during the Period of Insurance, be increased each day by an amount representing 1/365th of the specified percentage increase per annum

Item Number	Specified percentage increase per annum
Refer Policy Schedule/Endorsement	Refer Policy Schedule/Endorsement

Unless specifically agreed to the contrary the provisions of this Extension shall only apply to the sums insured in force at the commencement of each Period of Insurance

**MATERIAL DAMAGE SECTION
EXTENSION
Continued**

At each renewal date the Insured shall notify the Company of

- (i) the Sum(s) Insured under each item above, but in the absence of such instructions the Sums Insured by the above items shall be those stated on the Policy Specification (as amended by any Endorsements effective prior to the aforesaid renewal date) to which shall be added the increases which have accrued under this Extension during the Period of Insurance up to that renewal date, and
- (ii) the specified percentage increase(s) required for the forthcoming Period of Insurance, but in the absence of instructions to the contrary prior to renewal date the existing specified percentage increase shall apply for the Period of Insurance from renewal

All the terms, Definitions, Exclusions, Extensions and Conditions of the Policy except insofar as they are varied hereby shall apply as if they had been incorporated herein.

12. Workman's Clause

Workmen are allowed on the Property Insured for the purpose of making minor structural and other alterations up to a contract value of €25,000 from time to time without prejudice to this insurance.

13. 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.

14. Internal Transfers

The insurance in respect of Contents and Stock applies to Property Insured transferred between the Insured's Premises in which such Property Insured is located including transit by road, rail or inland waterway between such Premises. The amount recoverable under this Extension shall not exceed the amount which would have been recoverable had the loss occurred at the Premises from which the Property Insured is transferred, or in the aggregate 10% of the Sum Insured by such items or €32,000 whichever is the less in respect of any such transfers at any one time.

15. Long Term Agreement

Applicable as stated on Memoranda Index

A discount of 5 per cent off the Section premium on this Section is allowed in consideration of the Insured having signed an undertaking with effect from the date stated on the Memoranda Index to offer annually for the period stated on the Memoranda Index the insurance under this Section on the terms, Definitions, Exclusions, Extensions and Conditions of the Section in force at the expiry of each Period of Insurance and to pay the premium annually in advance it being understood that

**MATERIAL DAMAGE SECTION
EXTENSION
Continued**

- (a) the Company shall be under no obligation to accept an offer made in accordance with the said undertaking
- (b) the Sum Insured may be reduced at any time to correspond with any reduction in value

The above mentioned undertaking applies to any Policy or Policies issued in substitution for this Policy and the same discount of 5 per cent shall be allowed off the Section premium on any substituted Policy or Policies issued by the Company as aforesaid.

16. 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.

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 and accessories 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.

Unless specifically mentioned in the Schedule, the liability of the Company in respect of vehicles licensed for road use and accessories thereon is limited to €32,000 or 10% of the aggregate Sum Insured on Contents and Stock whichever is the less.

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. 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.

**MATERIAL DAMAGE SECTION
EXTENSION
Continued**

20. Private Dwellinghouse

It is hereby agreed and declared that notwithstanding anything in this Section contained to the contrary the insurance on Buildings used in their entirety as Private Dwellinghouse shall, subject to the following Special Conditions, extend to include Damage to such Property Insured directly caused by

- (a) Fire occasioned by or happening through its own spontaneous fermentation or heating
- (b) Explosion
- (c) Thunderbolt, Subterranean Fire, Earthquake (other than destruction of or Damage to the Buildings caused by Earthquake shock)

provided always that all the terms, Definitions, Exclusions, Extensions and Conditions of the Section (except insofar as they may be hereby expressly varied) shall apply as if they had been incorporated herein.

21. European Community and Public Authorities

Subject to the following special conditions the insurance by this Section applying to Buildings and Contents extends to include such additional costs of reinstatement as may be incurred solely by the reason of the necessity to comply with the Stipulations of:

- 1. European Community legislation; or
- 2. Building or other Regulations under or framed in pursuance of any Act of Oireachtas or with Bye-Laws of any Public Authority

(hereinafter referred to as the "Stipulations") in respect of the Property Insured which has suffered Damage 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 this Section; and
 - iii. under which notice has been served upon the Insured prior to the happening of the Damage.
- B. the additional cost that would have been required to make good the property which has suffered Damage 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 of it by reason of compliance with the Stipulations.

**MATERIAL DAMAGE SECTION
EXTENSION
Continued**

Special Conditions

1. The work of reinstatement must be commenced and carried out without unreasonable delay and in any case must be completed within 12 months after the Damage or within such further time as the Company may (during the said 12 months) allow and may be carried out upon another site (if the Stipulations so necessitate) subject to there being no resulting increase in the Company's liability.
2. If the Company's liability under this Section or any Item of the Section shall be reduced by the application of any of the terms and conditions of the Section (other than as a result of this extension) then the Company's liability under this extension in respect of that Item shall be reduced in proportion.
3. The total amount recoverable under any Item of the Section in respect of undamaged portions of the Property Insured which has suffered Damage shall not exceed
 - a. 15% of its Sum Insured; or
 - b. Where the Sum Insured by the Item applies to property at more than one premises 15% of the total amount for which the Company would have been liable had the Property Insured by the Item at the premises where Damage has occurred been wholly destroyed.
4. The total amount recoverable under any Item of the Section shall not exceed its Sum Insured

22. Locks/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 strong room 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 €2,500.

23. Temporary Removal (Computer Systems Records)

The insurance of computer systems records extends to cover such property for an amount not exceeding 10% of the limit of liability thereon, or €10,000 whichever is the less whilst temporarily removed to any premises not in the Insured's occupation and in transit all in the Territorial Limits. This Extension does not apply to Property Insured in so far as it is otherwise insured.

**MATERIAL DAMAGE SECTION
EXTENSION
Continued**

24. Fire Extinguishing Expenses and Fire Brigade Charges

The Company will pay

- (a) costs incurred by the Insured in replenishing and recharging fire extinguishing equipment arising out of the use of such equipment following the occurrence of a fire in or at the Building(s) insured for an amount not exceeding €6,500 any one claim
- (b) fire brigade charges incurred by the Insured as a result of or arising from an occurrence which is insured under the Material Damage Section for an amount not exceeding €20,000 any one claim

25. Loss of Metered Water Gas or Oil

The Company will pay the additional metered water gas or oil charges incurred by the Insured resulting from Damage to the water gas or oil supply or heating systems in or serving the Insured Property subject to a limit of €10,000 any one claim

26. Escape of Oil

This Section extends to include cover for Damage caused by escape of oil from any fixed heating installation or apparatus for an amount not exceeding €50,000

27. Trace and Access

In the event of Damage covered by this policy 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 or leakage of fuel from any fixed oil heating installation, including subsequent repairs arising directly as a consequence thereof

Provided that

- a) the maximum liability of the Company shall not exceed £25,000 any one claim

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.

28. 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.

**MATERIAL DAMAGE SECTION
EXTENSION
Continued**

29. Stock In Transit Extension

(In Respect of this Extension only: Defined Peril T : Theft Exclusions (a) (b) & (d) are deleted Defined Peril V : Accidental Damage Exclusion (h) (ii) is deleted).

In the Event of Damage to Stock while being loaded upon in transit by or unloaded from any vehicle owned or operated by the Insured anywhere in Great Britain Northern Ireland and the Republic of Ireland and the Channel Islands or the Isle of Man the Company will by payment or at its option by repair reinstatement or replacement indemnify the insured in respect of such Damage provided that the liability of the Company in respect of any claim arising out of any one event shall not exceed the limit per vehicle (except as provided for in A B and C below) Limit per Vehicle €2,500

In addition the Company will indemnify the Insured in respect of:

- A) additional costs reasonably incurred in
- (1) reloading the vehicle or transferring Stock to another vehicle delivering it to the original destination or returning it to the place of despatch following Damage or an accident to the conveying vehicle
 - (2) removal of debris following Damage to the Stock or an accident to the conveying vehicle Limit of liability in respect of all claims arising out of any one event €2,500
- B) Damage to tarpaulin sheets ropes pallets dunnage and toggles owned by the Insured or in the charge or control of the Insured while carried on any such vehicle Limit of Liability in respect of all claims arising out of any one event €2,500
- C) Damage to the personal effects (excluding money, cheques and credit cards or property otherwise insured) belonging to the driver or attendant while carried by any such vehicle in the course of the employment of the driver or attendant with the Insured Limit of Liability in respect of all claims arising out of any one event for any one person €2,500

Exclusions The Company shall not be liable in respect of

1. Loss or damage caused by theft or attempted theft while the vehicle containing the stock is left unattended from the last business transit of the day until collected the following day by the driver or such other responsible person authorised by the Insured unless:
 - (a) the vehicle is securely locked at all points of access, and any security devices are put into full and proper operation and all keys are removed and
 - (b) the vehicle is
 - (i) garaged in a securely locked building or
 - (ii) contained in a securely locked vehicle park or compound with security attendant on duty at all times

**MATERIAL DAMAGE SECTION
EXTENSION
Continued**

2. Delay loss of market or any other consequential loss of any kind or description
3. Loss of, or damage to, any property caused by defective or inadequate packing or insufficient addressing Reasonable Precautions

It is a condition precedent to liability under this extension that the Insured must take all reasonable precautions to prevent loss or damage by:

- (a) maintaining vehicles, including any security devices fitted to them, in an efficient and roadworthy condition and ensure they are suitable for the purpose for which they are to be used
- (b) exercising reasonable care in the:
 - (i) selection and employment of employees, and shall before engaging employees or entrusting them with any stock obtain satisfactory written references
 - (ii) packaging and labelling or addressing of the stock
- (c) complying with regulations imposed by any lawful authority

30. Seasonal Increase for Stock

For the months of November, December and January and for thirty days preceding Easter Sunday the Stock Sum Insured is increased by 50%.

31. Escape of Beer

The cost of replacing beer which escapes from storage containers and apparatus connected to them as a result of a Defined Peril covered by this Policy excluding normal wastage

32. Removal of Wasps and Bees Nests

The Company will pay reasonable costs incurred in removing Wasps or Bees nests from the Premises subject to the Company's liability not exceeding €2,500 any one claim.

33. Deterioration Of Stock

In the event of Damage by deterioration or putrefaction of Stock in a cold chamber of any refrigeration machine at the premises, the Company will pay to the Insured the amount of such Damage up to a limit of €2,000 any one machine caused by

**MATERIAL DAMAGE SECTION
EXTENSION
Continued**

1. Rise or fall in temperature resulting from
 - a) accidental Damage to the appliance
 - b) failure of the appliance due to its own defect
 - c) accidental failure of the public supply of electricity.
2. Contamination by Refrigerant Fumes Provided always that
 - a) The age of refrigeration cabinet(s) must not exceed 10 years.
 - b) A maintenance contract must be kept in force for each refrigeration cabinet with the manufacturer, installer or a competent refrigeration engineer.

This Section does not cover Damage by

- (i) wilful act or neglect
- (ii) wear and tear
- (iii) strikes, lock-outs or industrial disputes
- (iv) withholding or restriction of supply by Electricity Authority
- (v) any of the Defined Perils.

34. Outside Catering

Loss of or Damage (caused by any of the Defined Perils specified on Schedule) to Contents up to an amount of €3,000 occurring in any building where the Insured is providing outside catering

35. Personal Effects and Guests

Loss of or Damage (caused by any of the Defined Perils specified in the Schedule) to guests personal effects

Provided that the liability of the Company shall not exceed €1,000 any one guests personal effects

36. 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
EXTENSION
Continued**

37. Re-Erection of Plant and Machinery

The insurance on plant and/or machinery includes the cost of re-erecting, fitting and fixing same consequent upon Damage by any of the Defined Perils.

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.

38. Reinstatement Memorandum

Applicable as stated on the 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.

**MATERIAL DAMAGE SECTION
EXTENSION
Continued**

- (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.

39. 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.

40. 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.

**MATERIAL DAMAGE SECTION
EXTENSION
Continued**

41. 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.

42. Spontaneous Combustion

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

43. Stock Declaration

Applicable as stated on Memoranda Index

The Section premium in respect of the item(s) on Stock are only provisional being 75% of the estimated premium and shall on the expiry of each Period of Insurance be adjusted as hereinafter provided.

The value of the Property Insured on the last day of each calendar month shall be declared in writing by the Insured to the Company within thirty days thereafter and if a declaration be not so given the Insured shall be deemed to have declared the Sum Insured as the Declared Value.

On the expiry of each Period of Insurance the actual premium shall be calculated per annum on the average amount declared, i.e. the total of the sums declared divided by the number of declarations. If the actual premium is greater than the Section premium for any Period of Insurance the Insured shall pay the difference, if it be less, the difference shall be repaid to the Insured, but such repayment shall not exceed one-third of the Section premium respectively.

In consideration of the insurance not being reduced by the amount of any loss the Insured shall pay the appropriate extra premium on the amount of the loss from the date thereof to the date of expiry of the Period of Insurance. The Insured warrants that every insurance on the Property Insured be identical in wording with this insurance.

44. 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

**MATERIAL DAMAGE SECTION
EXTENSION
Continued**

- (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

45. Temporary Removal

- (a) The Property Insured by this Section (other than Stock if insured) is covered whilst temporarily removed for cleaning renovation repair or other similar purposes elsewhere and in transit thereto and therefrom all in the Territorial Limits.
- (b) The liability of the Company under this Extension 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 or €100,000 whichever is the less.
- (c) This Extension does not apply to Property Insured in so far as it is otherwise insured, nor, as regards losses occurring elsewhere than at the Premises from which the Property Insured is temporarily removed, to motor vehicles and motor chassis licensed for normal road use.
- (d) 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.

46. Temporary Removal (Deeds and Documents)

The insurance of deeds and other documents, (including stamps thereon), manuscripts plans and writings of every description and books (written and printed) extends to cover such Property Insured for an amount not exceeding 10% of the value thereof or €100,000 whichever is the less, whilst temporarily removed to any premises not in the Insured's occupation and in transit all in the Territorial Limits.

This Extension does not apply to

- (a) computer systems records
- (b) Property Insured in so far as it is otherwise insured.

47. Temporary Removal (Computer Systems Records)

The insurance of computer systems records extends to cover such property for an amount not exceeding 10% of the limit of liability thereon, or €100,000 whichever is the less whilst temporarily removed to any premises not in the Insured's occupation and in transit all in the Territorial Limits. This Extension does not apply to Property Insured in so far as it is otherwise insured.

**MATERIAL DAMAGE SECTION
EXTENSION
Continued**

48. Index-Linking

Applicable as stated on Memoranda Index

The Sums Insured referred to in this Section will be adjusted in line with the Appropriate Cost Index. The annual renewal premium will be amended in the same ratio and the renewal notice will show the revised Total Specification Sum Insured

Following any loss or Damage the index-linking will continue for a period of twelve months from the date of loss or Damage provided that all reasonable steps are taken to replace, rebuild or repair without unnecessary delay

The Appropriate Cost Index means:

In The Republic of Ireland

Buildings: The House Building Cost Index issued by the Department of the Environment or by any higher percentage the Company considers appropriate

Contents: The Consumer Price Index issued by the Central Statistics Office or by any higher percentage the Company considers appropriate

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

Buildings: The "Building" Housing Cost Index prepared by the Royal Institution of Chartered Surveyors or other appropriate index as decided by the Company

Contents: The Durable Household Goods Grouping of the General Index of Retail Prices. or other appropriate index as decided by the Company

49. Computer Breakdown

For the purpose of this extension the following definitions will apply

DEFINITIONS – PROPERTY INSURED

1) Computer Equipment

Computer and auxiliary equipment used for electronic processing communication and storage of data including

(a) fixed disks interconnecting wiring and telecommunications systems

(b) temperature and environmental control equipment power supply voltage regulating and other protective equipment used exclusively in connection with the Computer Equipment

**MATERIAL DAMAGE SECTION
EXTENSION
Continued**

2) Computer System Records

All current and back up computer records (excluding fixed disks and paper records of any description) incorporating stored programs and/or information stored thereon the property of the Insured or leased hired or rented to the Insured on the premises or anywhere within Great Britain Northern Ireland the Channel Islands the Isle of Man Republic of Ireland or other European Community Countries

COVER

The Company will indemnify the Insured against loss or damage to the Property Insured by items 1 and 2 of this extension caused by the undernoted perils

1. breakdown or failure of any part of the Computer Equipment or Computer Records whilst in ordinary use arising from either mechanical or electrical defect causing a stoppage of normal functions
2. failure or fluctuation of the supply of electricity to the Computer Equipment
3. erasure destruction corruption or distortion of software contained or data stored on fixed disks or Computer Records

Limit of Liability

The maximum amount payable during any one Period of Insurance is:

Item 1 Computer Equipment - **€25,000**

Item 2 Computer System Records - **€10,000**

COMPUTER BREAKDOWN EXTENSIONS

1. Subrogation Waiver

The Company agrees to waive any rights of subrogation against any user of the Computer Equipment provided that

- a) such user has the authority of the Insured to use the Computer Equipment and
- b) such user shall as if they were the Insured observe fulfil and be subject to the terms Exclusions and Conditions of this Section

**MATERIAL DAMAGE SECTION
EXTENSION
Continued**

COMPUTER BREAKDOWN ADDITIONAL BENEFITS

The Company will also indemnify the Insured under this Section to the extent set out below in respect of the following:

1. Additional Expenditure

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

in direct consequence of loss or damage to Property Insured caused by Section Cover 1 (exclusion 1(f) shall not apply)

Provided that the liability of the Company does not exceed **€10,000** in any one Period of insurance.

2. Incompatibility of Computer Records

The costs of

- a) modification of the Computer equipment or
- b) replacement of the Computer Records together with reinstatement of programs and/or information thereon

whichever is the lesser amount to achieve compatibility in the event that the loss of Computer Equipment has resulted in undamaged Computer Records being incompatible with the replacement Computer Equipment

Provided that the liability of the Company does not exceed **€5,000** in any one Period of Insurance

3. Additional Rental

The additional rental arising out of the replacement of a lease/hire agreement in respect of the Property Insured by a new contract for a similar property consequent upon loss or damage insured by this Section

Provided that the liability of the Company shall not exceed **€5,000** in any one Period of Insurance

**MATERIAL DAMAGE SECTION
EXTENSIONS
Continued**

COMPUTER BREAKDOWN EXCLUSIONS

1. Loss destruction or damage to the Property insured by this Section
 - (a) occasioned by its own breakdown unless there is in force an Approved Maintenance Agreement providing a minimum service of on call remedial and corrective maintenance at inclusive costs.
 - (b) for which any manufacturer supplier agent or maintenance undertaking is responsible under the terms of a guarantee or maintenance agreement
 - (c) for which the Insured is relieved of responsibility under any rental hire or lease agreement
 - (d) caused by any Defined Perils insurable under Material Damage Section or any of the causes expressly excluded under any of the these Defined Perils
 - (e) caused by or consisting of wear and tear deterioration due to atmospheric or climatic conditions but this Exclusion shall not apply to subsequent loss destruction or damage which itself results from a cause not otherwise excluded
 - (f) caused by a deliberate act of a supply undertaking in withholding the supply of electricity or telecommunications services unless for the sole purpose of safeguarding life
 - (g) caused by the inability of the supply undertaking to maintain the supply system due to industrial action by its employees
 - (h) caused by the use of telecommunications equipment which is not approved by the telecommunications authority
 - (i) caused by it undergoing any process of production packaging treatment testing commissioning servicing or repair
 - (j) caused by the use of unproven software which has not been finalised or which has not passed all the testing procedures or which has not been successfully proven
 - (k) caused by programming errors or design defects in software

2. (a) loss or damage to Computer Equipment or other equipment or component system or item which processes stores transmits or retrieves data or any part thereof whether tangible or intangible (including without limitation Computer Records any information or programs or software) directly or indirectly caused by occasioned by or arising from programming or operator error Virus or Similar Mechanism or Hacking

- (b) in respect of Additional Benefits 1,2 and 3 any loss cost or expense incurred in consequence directly or indirectly of programming or operator error Virus or Similar Mechanism or Hacking

**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 each column) of the Specification of this Section (other than those applying solely to fees rent removal of debris or private dwelling houses) 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.

**MATERIAL DAMAGE SECTION
CONDITIONS
Continued**

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.

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.

**BUSINESS INTERRUPTION SECTION
DEFINITIONS**

1. **Business Interruption** shall mean loss resulting from interruption of or interference with the Business carried on by the Insured at the Premises in consequence of Damage to property used by the Insured at the Premises for the purpose of the Business.
2. **Estimated Sum Insured** shall mean the amount declared by the Insured to the Company as representing not less than the Earnings 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 twelve months).

Earnings is Gross Profit, Gross Revenue, Gross Rentals, Gross Fees, Tax Relief as stated in the Specification.

3. **Indemnity Period** shall mean the period beginning with the occurrence of the Damage and ending not later than (#) months thereafter during which the results of the business shall be affected in consequence of the Damage.

See Specification for Maximum Indemnity Period.

4. **Uninsured Working Expenses** shall mean purchases less discounts received, discounts allowed and bad debts unless otherwise defined in the Specification. The words and expressions used in this definition shall have the meaning usually attached to them in the books and accounts of the Insured
5. **Turnover** shall mean the money paid or payable to the Insured for goods sold and delivered and for services rendered in course of the Business at the Premises.

BUSINESS INTERRUPTION SECTION
(Applicable only if specified in the Schedule)

INSURING CLAUSE

If any building or other property used by the Insured at the Premises for the purpose of the Business be Damaged by a Defined Peril during the Period of Insurance (or any subsequent period for which the Company accepts a renewal premium) the Company will pay to the Insured in respect of each item in the Specification the amount of the Business Interruption resulting from 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
 - (a) payment shall have been made or liability admitted therefor, or
 - (b) payment would have been made or liability admitted therefor but for the operation of a proviso in such insurance excluding liability for losses below a specified amount
2. the liability of the Company under this Section shall not exceed
 - (a) in the whole the Total Specification 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
 - (b) the Sum Insured (or Limit) remaining after deduction for any other Business Interruption occurring during the same Period of Insurance, unless the Company shall have agreed to reinstate any such Sum Insured (or Limit)

BUSINESS INTERRUPTION SECTION EXTENSIONS

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

1. Alternative Premises

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

2. Professional Accountants Clause

If the professional accountants of the Insured produce any particulars or details required by the Company from the Insured's books of account or other business books or documents or any other proofs, information or evidence under the terms of Condition 5 of this Section the Company will pay the Insured the reasonable charges payable by the Insured to their professional accountants, provided that the sum of such reasonable charges and any other amount payable under this section shall not exceed the liability of the Company under this Policy.

3. New Business Clause

If the Business is in its first year of trading during the first Period of Insurance and Damage occurs before completion of such Period of Insurance notwithstanding any Definition in the Specification Rate of Gross Profit and Standard Turnover shall mean the following:

Rate of Gross Profit: the rate of gross profit earned on the Turnover during the period between the date of commencement of the Business and the date of the Damage.

Standard Turnover: the proportional equivalent, for the period equal to the Indemnity Period, of the Turnover realised during the period between the date of commencement of the Business and the date of the Damage.

4. Payment on Account

Payments on account may be made by the Company during the Indemnity Period, if desired, subject to any necessary adjustment at the termination of such Indemnity Period.

5. 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 additional premium on the amount of any loss from the date thereof to the date of the expiry of the Period of Insurance.

**BUSINESS INTERRUPTION SECTION
EXTENSIONS
Continued**

6. Prevention of Access

Business Interruption as a result of prevention or hindering of access to or use of the Premises following Damage to property in the immediate vicinity of the Premises by an insured Defined Peril irrespective of whether Property Insured is Damaged or not, provided always that the total amount payable in any one Period of Insurance shall not exceed €250,000 or 15% of the Business Interruption Sum Insured stated in the Schedule whichever is the less.

7. Public Utilities

Business Interruption as a result of failure of public utilities in consequence of damage by a Defined Peril to property at any

- a) generating station or sub-station of the public electricity supply undertaking.
- b) land based premises of the public gas supply undertaking or of any natural gas producer linked directly therewith.
- c) water works and pumping stations of the public water supply undertaking

from which the Insured obtains electric current, gas or water.

provided always that the total amount payable in any one Period of insurance shall not exceed €250,000 or 15% of the Business Interruption Sum Insured stated in the Schedule whichever is the less.

8. Loss of Licence

The Company will subject to the terms, Exclusions and Conditions of this Policy indemnify the Insured against financial loss sustained by the Insured in respect of

- (A) the depreciation in value of the interest in the premises
- (B) costs and expenses incurred by the Insured with the written consent of the Company

arising directly from and as a result of the refusal of an application to renew or the forfeiture of the licence applicable to the premises stated in the Schedule

Provided that

- (1) The liability of the Company shall not exceed €120,000 in respect of premises to which the licence is applicable
- (2) The depreciation in the value of the interest in the premises shall be calculated by reference to the prices current at the date of such forfeiture or non renewal

**BUSINESS INTERRUPTION SECTION
EXTENSIONS
Continued**

- (3) The Company will not indemnify the Insured in respect of any loss arising from
- (i) such refusal to renew a licence as entitles the Insured to claim compensation under any Statute
 - (ii) actual or proposed compulsory acquisition of any of the premises
 - (iii) any scheme of town or country planning improvement or redevelopment
 - (iv) redistribution reduction in number or extinguishment of licences as a result of war damage whether such loss be direct or indirect
 - (v) alteration after the date of inception of the Policy period of the law governing the granting surrender renewal suspension or forfeiture of licences
 - (vi) failure other than for good cause to keep open any premises during the permitted hours
 - (vii) failure to comply with any direction or requirement of the licensing justices or other authority
 - (viii) failure to maintain any premises in good sanitary and general repair
 - (ix) refusal to renew or forfeiture of licence occasioned wholly or in part by any act or omission of the Insured or by the Insured's failure to take all reasonable action to maintain the licence in force
- (4) The Insured shall give written notice to the Company within forty eight hours of receiving information whether oral or written that:-
- (a) any notice caution or complaint has been given or made against any premises or the tenant manager occupier or licence holder or that such person has been summoned or charged with or convicted of or committed for trial for any offence whatsoever
 - (b) an application for renewal is to be opposed or that its consideration is adjourned or referred to the compensation authority or the licence holder is required to give any undertaking or structural alterations are required
 - (c) the licence holder has died become bankrupt absconded or rendered incapable by sickness or other infirmity of carrying on business
- (5) The Insured shall give written notice to the Company within twenty four hours of the forfeiture of or refusal to renew any licence or of any event likely to prejudice the licence coming to the knowledge of the Insured stating (as far as the Insured is able) the grounds on which any order was made or the particulars of such event and the Company shall be entitled to appeal in the name of the Insured against any such refusal to renew or forfeiture and shall have full discretion in the conduct of any proceedings. The Insured shall give all such assistance as the Company may require.

**BUSINESS INTERRUPTION SECTION
EXTENSIONS
Continued**

- (6) As soon as practicable after the forfeiture or non renewal of a licence the Insured shall deliver to the Company a detailed statement of the loss with all such proofs and information as may reasonably be required together with (if required) a statutory declaration of the truth and accuracy of such statement. The Insured shall permit the Company to take proceedings at their own expense and for its own benefit but in the name of the Insured to recover compensation or secure indemnity from any party in respect of anything covered by this extension of the Policy
- (7) No alteration to any premises shall be made without the sanction of the Licensing and other competent authorities and no application shall be made for the removal of the licence to other premises nor shall any offer be made to surrender or discontinue any licence without the written consent of the Company. The Insured shall from time to time give all such information as the Company may require for the purpose connected with this extension of the Policy and the risk hereby insured against and any duly authorised representative of the Company may at all reasonable times enter upon to inspect any of the premises.
- (8) The Insured shall exercise against the tenant manager or occupier of any premises and the licence holder all rights powers and privileges which the Insured may be entitled so to exercise and which may be calculated to protect any licence against loss or to protect the interest of the Insured. The Insured shall make all such applications including application to the District Court for a protection order and generally do all such acts or things which the Insured may be entitled to do under the Licensing Acts or otherwise and which are calculated or intended to prevent the loss of any licence by non renewal or forfeiture. In the event of the death bankruptcy or incapacity of any tenant manager occupier or licence holder or if any such person shall abscond or be convicted of any offence the Insured shall procure a suitable person to replace him and forthwith make application for the transfer of the Licence or grant of the licence by way of renewal to such other
- (9) The Insured shall prior to the payment of each Renewal Premium give written notice to the Company of any alteration in the Risk or of anything which to the knowledge of the Insured has occurred since the payment of the last preceding premium which renders void voidable or liable to be forfeited any licence or which might endanger the renewal or transfer thereof or which does or might occasion any disqualification. Subject to such notice the Insured shall be deemed to have reaffirmed at each renewal date the statement and answers in the proposal.
- (10) If at the time of the refusal to renew or of the forfeiture of any licence there be any other insurance covering the same loss the Company shall not pay more than its rateable portion of any claim.
- (11) The Company shall in no case be bound to accept notice of any transfer of Interest arising hereunder and nothing herein contained shall give any right against the Company to any person other than the Insured except a transferee approved by the Company.

**BUSINESS INTERRUPTION SECTION
EXCLUSIONS**

1. 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.

2. Loss resulting from pollution or contamination but this shall not exclude loss resulting from Damage to Property Insured used by the Insured at the Premises 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.

**BUSINESS INTERRUPTION SECTION
CONDITIONS**

1. Alteration

This Section shall be avoided if after commencement of this insurance:

- (a) any alteration be made either in the Business or in the Premises or property therein whereby the risk of Damage or Business Interruption is increased or
- (b) the interest of the Insured ceases other than by death
- (c) the Business be wound up or carried on by a liquidator or receiver or permanently discontinued
- (d) in respect of subsidence ground heave or landslip if insured – any building demolition or excavation work is carried out on any adjoining site

unless admitted by the Company in writing.

2. Value Added Tax

To the extent that the Insured is accountable to the tax authorities for Value Added Tax all terms in this Section shall be exclusive of such tax

3. Current Cost Accounting

For the purpose of these definitions, any adjustment implemented in current cost accounting shall be disregarded

4. Renewal Clause

The Insured shall prior to each renewal furnish the Company with the Estimated Sum Insured for the financial year most nearly concurrent with the ensuing year of insurance.

5. 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 any loss destruction or damage in consequence of which a claim is or may be made under this Section the Insured shall
 - (i) Notify the Company immediately

**BUSINESS INTERRUPTION SECTION
CONDITIONS
Continued**

- (ii) deliver to the Company at the Insured's expense within 7 days of its happening full details of loss destruction or damage caused by riot civil commotion strikers locked-out workers persons taking part in labour disturbances or malicious persons
 - (iii) with due diligence carry out and permit to be taken any action which may reasonably be practicable to minimise or check any interruption of or interference with the Business or to avoid or diminish the loss.
- b) In the event of a claim being made under this Section the Insured at his own expense shall
 - (i) not later than 30 days after the expiry of the Indemnity period or within such further time as the Company may allow, deliver to the Company in writing particulars of his claim together with details of all other insurances covering property used by the Insured at the Premises for the purpose of the Business or any part of it or any resulting Business Interruption
 - (ii) deliver to the Company such books of account and other business books vouchers invoices balance sheets and other documents proofs information explanation and other evidence as may reasonably be required by the Company for the purpose of investigating or verifying the claim together with, if demanded, a statutory declaration of the truth of the claim and of any matters connected with it.
- c) If the terms of this condition have not been complied with
 - (i) no claim under this Section shall be payable and
 - (ii) any payment on account of the claim already made shall be repaid to the Company forthwith.

B. Contribution

If at the time of any Damage there is any other insurance effected by or on behalf of the Insured covering any matter for which the Company is liable hereunder the liability of the Company shall be limited to its rateable proportion of the loss.

C. 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.

D. Auditors Clause

Any particulars or details contained in the Insured's books of account or other Business books or documents which may be required by the Company/Insurers under Claims Condition A of this Section for the purpose of investigating or verifying any claim hereunder may be produced and certified by the Insured's Auditors, and their certificate shall be prima facie evidence of the particulars and details to which such certificate relates.

**MATERIAL DAMAGE/BUSINESS INTERRUPTION SECTIONS
CONDITIONS**

1. 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.

2. Standard Warranties

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

- (a) no woodworking by power or by more than two hands.
- (b) no painting or other surface treatments involving the use of highly flammable liquids other than in accordance with Loss Prevention Council Recommendations in connection with Spraying and other Painting Processes involving the use of Highly Flammable Liquids.
- (c) no packing done other than packing into cartons or crates without the use of loose materials.
- (d) no more than one day's supply of packing materials, cartons and crates be kept on the premises
- (e) no oils, spirits or grease, for lubricating or cleaning purposes, beyond what is required for one day's use to be stored or deposited.

N.B. 25 litres of oil, 1 litre of spirits and 3 kilograms of grease allowed.

- (f) all trade waste be removed outside the Building daily.
- (g) no solvents and/or accelerators giving off a flammable vapour at a temperature of less than 65°C used or stored in connection with the processing of plastic materials.

N.B. 5 litres allowed.

3. Additional Warranties

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

**MATERIAL DAMAGE/BUSINESS INTERRUPTION SECTIONS
CONDITIONS
Continued**

4. Intruder Alarms

It is a condition precedent to the Company's liability for Damage that in respect of any Intruder Alarm system installed at the Premises

- (a) a maintenance contract is maintained in force during the currency of this insurance with the installing contractor or such other contractor as is agreed in writing by the Company
- (b) the Premises are not left unattended unless
 - (i) the Intruder Alarm system is tested and set in its entirety and where the equipment permits any Central Station to which the Intruder Alarm is connected has acknowledged the setting signal and
 - (ii) as far as the Insured or their representative is aware the Intruder Alarm system is in full and efficient working order
- (c) the agreement of the Company is obtained in writing before replacing extending or otherwise altering the Intruder Alarm system
- (d) the Company is notified immediately and in writing if the Insured receive written notification from the Garda Siochana or any other Police Authority that they may be withdrawing response to alarm calls

For the purpose of this condition Intruder Alarm system shall be deemed to include all lines and equipment used to transmit the signals to and from the premises.

5. Security

It is a condition precedent to the Company's liability for Damage that whenever the Premises are left unattended

- (a) all locks bolts and other protective devices are in full operation
- (b) all keys (including those relating to any part of the Intruder Alarm system) are
 - (i) removed from the Premises or
 - (ii) placed within a locked safe or strongroom the keys to which are themselves removed from the Premises.
- (c) all combination numbers of safes must be held in the custody of the Insured or an authorised employee and must be removed from the Premises

**MATERIAL DAMAGE/BUSINESS INTERRUPTION SECTIONS
CONDITIONS
Continued**

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 except during working hours and will be maintained in efficient working order.

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. Automatic Sprinkler Installations

Where Buildings are protected by Automatic Sprinkler Installations

A. The Insured hereby warrants and undertakes in consideration of the discount and/or reduced rate granted for the automatic sprinkler installation(s) to

- (a) make a test every working day for the purpose of ascertaining the condition of the circuit between the alarm switch and the control unit (except where it is continuously monitored or is such that one break of wires will not prevent an alarm signal being transmitted e.g. a ring circuit)

**MATERIAL DAMAGE/BUSINESS INTERRUPTION SECTIONS
CONDITIONS
Continued**

- (b) (i) make a test at least once a week for the purpose of ascertaining the condition of
 - 1. the connection with the public fire station, central fire alarm depot or public fire brigade control (unless the Fire Brigade have given a written undertaking to carry out this test)
 - 2. the relevant batteries

Note: Where the circuit concerned is not continuously monitored test (1) must be made every working day
- (ii) have a contract with approved installing engineers providing for the maintenance of and half-yearly inspection of the system referred to in (i) above and to obtain from them following each inspection certification that it is in satisfactory working order
- (c) make a test every week for the purpose of ascertaining that the alarm gong is in working order and that the stop valves controlling the individual water supplies and the installation are fully open
- (d) make tests each week for the purpose of ascertaining that the pump(s) can be started both automatically and manually and that in respect of any diesel engine driven pump the battery electrolyte level and density are correct, and record the completion of these tests
- (e) make quarterly or half-yearly tests, if required by the Company to do so, for the purpose of ascertaining that each water supply is in order, and record the particulars of each test
- (f) remedy promptly any defect disclosed by such tests or otherwise
- (g) display prominently at each sprinklered storage area (as defined by the Company) a notice of the terms agreed with the Company which specifies
 - (i) the description of goods which may be stored
 - (ii) the maximum height of storage
 - (iii) the minimum permitted clearance between goods stored and the sprinkler deflectors

and comply with the terms of the notice

- B. (a) Notice shall be given to the Company by the Insured before any installation is rendered inoperative, or immediately in the event of emergency
- (b) The Company shall have access to the Property Insured at all reasonable times for the purpose of inspecting the sprinkler installation(s)

**MATERIAL DAMAGE/BUSINESS INTERRUPTION SECTIONS
CONDITIONS
Continued**

10. 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 or when a building becomes unoccupied or partially unoccupied and an additional premium paid if required and the Company reserves the right to alter the terms and conditions of the policy as a result of this change. Any risk improvements required by the Company must be implemented by the Insured.

**MONEY SECTION
DEFINITIONS**

1. **Money** Cash, bank notes, currency notes, credit card sales vouchers, cheques, bankers drafts, postal orders, money orders, travellers cheques, current postage stamps, V.A.T. invoices, pension and insurance stamps, national savings stamps or certificates, holiday with pay stamps, gift tokens, unused credit in postal franking machines, luncheon and other negotiable trade vouchers, consumer redemption vouchers, bus tickets, phone cards belonging to you or for which you are legally responsible and pertaining to the Business.
2. **Business Hours** shall mean the working hours during which the Insured or authorised employees entrusted with the Money are at the Premises for the purposes of the Business.
3. **Property Insured** shall mean Money as defined and clothing and personal effects of the Insured and any Insured Person.
4. **Damage** shall mean direct physical loss or destruction of or damage to the Property Insured, and the word Damaged shall be construed accordingly.
5. **Premises** shall mean the location of Property Insured as stated in the Schedule.
6. **Insured Person** shall mean the Insured or any director partner or employee of the Insured.

MONEY SECTION
(Applicable only if specified in the Schedule)

INSURING CLAUSE

The Company will indemnify the Insured against Damage subject to the Limits of Indemnity as stated within the Schedule with respect to the following:

<u>Situation and Circumstances</u>	<u>Limits of Indemnity</u>
1. Money in the Insured's Premises during Business Hours or in transit to or from the bank or other financial institution in the personal custody of the Insured or the Insured's authorised employees, or in a bank night safe and thereafter within bank premises until at the bank's risk.	Refer Schedule
2. Money in the Insured's Premises out of Business Hours	
(a) in locked safes or strongrooms	Refer Schedule
Make Model Serial Number.	Refer Schedule
(b) in all other locked safes or strongrooms	€1,270 in total
(c) not in locked safe or strongroom	€500
3. Money in the Insured's residence or that of any authorised employee	€500
4. Crossed cheques, crossed postal orders and crossed money orders whilst in the situation and circumstances described in Items 1 to 3 provided that the Insured retains an accurate record of such cash as would enable a stop be placed against payment of the instruments otherwise such cash is considered as being part of the Money insured under Items 1 to 3 for the limits applying under Items 1 to 3.	€250,000
5. Damage to safes or strongrooms (limited to the cost of repair or replacement of the safe or strongroom to a condition or quality that applied at the time of the happening of the Damage) but limited in all to a sum not exceeding	€6,500
6. Money whilst in the personal custody of travellers or collectors or whilst contained in hotel safes on behalf of such travellers or collectors	€1,000

**MONEY SECTION
INSURING CLAUSE
Continued**

Provided that it shall be a condition to any liability of the Company under this Section that

- (a) for transit of amounts up to €6,000 all carryings be made by an able bodied adult person
- (b) for transits of amounts in excess of €6,000 the carrier be accompanied by at least one able bodied adult escort
- (c) for transits of amounts in excess of €10,000 the carrier shall be accompanied by at least two able bodied adult escorts
- (d) amounts over €15,000 to be carried by a security company approved by the Company the name of which has been lodged with the Company
- (e) Money shall not be left in unattended vehicles
- (f) journeys in excess of one kilometre must be undertaken in a motor vehicle and for the duration of such transits the Money must be contained within the locked boot of such vehicle.

Additional Benefit

The Company will also indemnify the Insured in respect of

Personal Assault

If, during the course of the Business, an Insured Person shall sustain bodily injury or shall suffer Damage as a result of an assault with intent to steal Money, or other Property Insured as covered by this Section, then the Company will pay to the Insured Person or in the event of the Insured Person's death to the legal personal representatives of the Insured Person compensation as specified in the Scale of Benefits set out below.

Scale of Benefits

If the bodily injury referred to above is the sole and direct cause of

1. Death

or

2. Total loss by physical severance at or above the wrist of one or both hands, at or above the ankle of one or both feet or irrecoverable loss of all sight in one or both eyes or the power of speech or the sense of hearing

occurring within 12 calendar months of the happening of such bodily injury - €12,700

**MONEY SECTION
INSURING CLAUSE
Continued**

3. Total disablement from engaging in or giving attention to profession, business or occupation – compensation at the rate of €65 per week
4. Damage to clothing or personal effects of the Insured Person – €650

Provided that

1. After injury the Insured Person shall act upon medical advice and, if so required, submit to medical examination at the expense of the Company
2. Benefit shall not be payable:
 - (a) under more than one of Items 1, 2 and 3 in respect of the same bodily injury other than a claim under Items 1 or 2 following upon a claim under Item 3
 - (b) under Item 3
 - (i) until the total amount of the compensation has been ascertained
 - (ii) unless the bodily injury requires treatment by a registered medical practitioner
 - (iii) in respect of any period of disablement which is not certified by a registered medical practitioner
 - (iv) for more than 104 weeks from the commencement of the disablement as certified by a registered medical practitioner Any payment made under Item 3 shall be deducted from any sum subsequently payable under Items 1 or 2 in respect of the same bodily injury, the Company being liable only for the balance.
3. After the happening of bodily injury resulting in a claim under Items 1 or 2 no further liability to make any payment shall attach to the Company in respect of the Insured Person concerned
4. The Company shall not be liable in respect of death, injury or disablement caused by any pre-existing physical or mental defect, condition or infirmity
5. The total amount payable, in respect of any one or more injuries to any Insured Person during the Period of Insurance, shall not exceed €12,700.

**MONEY SECTION
EXCLUSIONS**

This Section does not cover

1. Damage

- (a) arising from fraud or dishonesty of any employee, director or partner of the Insured, which is not discovered within 7 working days of its occurrence
- (b) arising from shortages due to error, omission or depreciation in value
- (c) of contents from note, coin or token operated machines
- (d) while in an unattended vehicle
- (e) covered by a policy of Fidelity Guarantee Insurance
- (f) occurring outside the Territorial Limits.
- (g) due to use of counterfeit Money

2. In respect of compensation for accidental bodily injury

- (a) any pre-existing physical or mental defect or infirmity
- (b) any consequences of pregnancy or childbirth
- (c) bodily injury to any member of the Garda Siochana or any other Police Authority, Armed Forces or Security Companies.

3. 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

**MONEY SECTION
CONDITIONS**

1. Alteration

This Section shall be avoided if after the commencement of this insurance

- (a) any alteration being made either in the Business or in the Premises or property therein or any other circumstances which increases the risk of Damage or
 - (b) the interest of the Insured ceases other than by death or
 - (c) the Business be wound up or carried on by a liquidator or receiver or permanently discontinued
- unless admitted by the Company in writing.

2. 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
 - (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.

**MONEY SECTION
CONDITIONS
Continued**

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.

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.

**EMPLOYER'S/PUBLIC/PRODUCTS 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. Offshore** means the period of time commencing when an Employee embarks on to a conveyance at point of final departure to an offshore rig or offshore platform and terminating when such Employee disembarks from the conveyance on to land upon his/her return from an offshore rig or offshore platform

- 5. 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

- 6. 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

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

EMPLOYERS LIABILITY SECTION
(Applicable only if specified in the Schedule)

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 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**

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

1. Work Overseas

The Company will indemnify the Insured against legal liability as defined in the Insuring Clause for Bodily Injury caused to an Employee temporarily outside the Territorial Limits

Provided that

- (a) such Employee is normally resident within the Territorial Limits
- (b) the Company will not indemnify the Insured in respect of any amount payable under workers compensation social security or health insurance legislation

2. Indemnity to Principals

The Company will indemnify any Principal against legal liability as defined in the 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 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

3. 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 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 Policy

**EMPLOYER'S LIABILITY SECTION
EXTENSIONS
Continued**

4. Indemnity to Other Persons

If the Insured so requests the Company will indemnify the following persons against legal liability as defined in the 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

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 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

5. 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 the Company shall not be liable for the payment of fines or penalties

**EMPLOYER'S LIABILITY SECTION
EXCLUSIONS**

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

1. for Bodily Injury to an Employee while such Employee is Offshore
2. for which compulsory insurance or security is required under any road traffic legislation

**EMPLOYER'S LIABILITY SECTION
CONDITIONS**

1. Premium Adjustment

If the Premium for the Employers' Liability Section has been calculated on the basis of an estimate supplied by the Insured of wages salaries and other earnings or of turnover

- (a) the Insured shall maintain an accurate record of such wages salaries and other earnings and turnover and the Company or its representatives may at any time examine such record
- (b) the Insured shall within 90 days of the expiry of each Period of Insurance supply to the Company an auditors' certificate of such wages salaries and other earnings or turnover for that Period of Insurance and in this regard time is of the essence

and

- (i) if the amount of such wages salaries and other earnings and/or turnover shall differ from the estimate on which the Premium has been calculated the difference in Premium shall be paid by or allowed to the Insured as the case may be subject to retention of the Minimum Premium stated in the Schedule or as advised to the Insured
- (ii) should the Insured fail to supply such auditors' certificate in accordance with this Condition then the Company will not provide any indemnity for any Bodily Injury which might otherwise be the subject of indemnity under this Section in the Period of Insurance for which the auditors' certificate remains outstanding

PUBLIC LIABILITY SECTION
(Applicable only if specified in the Schedule)

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**

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

1. Work Overseas

The Company will indemnify the Insured against legal liability as defined in the Insuring Clause arising

- (a) within any member country of the European Union outside of the Territorial Limits where an Employee or partner or director of the Insured is temporarily carrying out work in the course of the Business
- (b) elsewhere in the world where an Employee or partner or director of the Insured is on a temporary visit for the purpose of carrying out non-manual work in the course of the Business

Provided that such Employee or partner or director is ordinarily resident within the Territorial Limits

2. Indemnity to Principals

The Company will indemnify any Principal against legal liability as defined in the 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 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

3. 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 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 Policy

**PUBLIC LIABILITY SECTION
EXTENSIONS
Continued**

4. Indemnity to Other Persons

If the Insured so requests the Company will indemnify the following persons against legal liability as defined in the 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

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 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

5. 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

**PUBLIC LIABILITY SECTION
EXTENSIONS
Continued**

6. Wrongful Arrest

The Company will indemnify the Insured against legal liability caused by or arising from Wrongful Arrest

Provided that

- (a) the total amount payable inclusive of Law Costs shall not exceed €15,000 in any one incident and €100,000 on any one period of Insurance
- (b) the Company will not indemnify the Insured in respect of any liability for
 - (i) the Wrongful Arrest of any director partner or employee of the Insured
 - (ii) dishonest fraudulent or criminal acts by the Insured or the Insured's directors partners or Employees
 - (iii) acts services or the performance of duties in connection with riots civil commotion or mob actions or in the control suppression or prevention of such actions

acts committed or alleged to have been committed by any person employed by the Insured in the Business and arising in the course of their employment shall be deemed to have been committed by the Insured

**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 or trailer 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

**PUBLIC LIABILITY SECTION
EXCLUSIONS
Continued**

- (ii) the loading or unloading of such vehicle or the delivery or collection of goods to or from such vehicle

except where indemnity is provided by any other insurance or where compulsory insurance or security for such vehicle is required under road traffic legislation

- (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. 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

**PUBLIC LIABILITY SECTION
CONDITIONS**

1. Premium Adjustment

If the Premium for the Public Liability Section has been calculated on the basis of an estimate supplied by the Insured of wages salaries and other earnings or of turnover

- (a) the Insured shall maintain an accurate record of such wages salaries and other earnings and turnover and the Company or its representatives may at any time examine such record
- (b) the Insured shall within 90 days of the expiry of each Period of Insurance supply to the Company an auditors' certificate of such wages salaries and other earnings or turnover for that Period of Insurance and in this regard time is of the essence

and

- (i) if the amount of such wages salaries and other earnings and/or turnover shall differ from the estimate on which the Premium has been calculated the difference in Premium shall be paid by or allowed to the Insured as the case may be subject to retention of the Minimum Premium stated in the Schedule or as advised to the Insured
- (ii) should the Insured fail to supply such auditors' certificate in accordance with this Condition then the Company will not provide any indemnity for any Bodily Injury Nuisance loss or damage to material property which might otherwise be the subject of indemnity under this Section in the Period of Insurance for which the auditors' certificate remains outstanding

PRODUCTS LIABILITY SECTION
(Applicable only if specified in the Schedule)

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) loss of or damage to material property

occurring within the Territorial Limits during the Period of Insurance and caused by a defect in a Product

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 or in respect of any one Period of Insurance 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

**PRODUCTS LIABILITY SECTION
EXTENSIONS**

This 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 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 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 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 Policy

3. 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

**PRODUCTS 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 or for the cost of repairing replacing recalling altering removing or reinstating a Product
 5. caused by or arising from a Product which is for use in or supply to the United States of America or Canada
 6. caused by or arising from a Product which is for use in any aircraft hovercraft waterborne-craft or offshore-structure
 7. caused by or arising from a defect in a Product which was known to the Insured prior to the inception date of this insurance or which comes to the attention of the Insured during the Period of Insurance and has not been notified to the Company under Condition 1 Alterations in Risk or Condition 3 Claims Condition of the Employer's Liability Public Liability and Products Liability Sections
 8. 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

**PRODUCTS LIABILITY SECTION
CONDITIONS**

1. Premium Adjustment

If the Premium for the Products Liability Section has been calculated on the basis of an estimate supplied by the Insured of wages salaries and other earnings or of turnover

- (a) the Insured shall maintain an accurate record of such wages salaries and other earnings and turnover and the Company or its representatives may at any time examine such record
- (b) the Insured shall within 90 days of the expiry of each Period of Insurance supply to the Company an auditors' certificate of such wages salaries and other earnings or turnover for that Period of Insurance and in this regard time is of the essence

and

- (i) if the amount of such wages salaries and other earnings and/or turnover shall differ from the estimate on which the Premium has been calculated the difference in Premium shall be paid by or allowed to the Insured as the case may be subject to retention of the Minimum Premium stated in the Schedule or as advised to the Insured
- (ii) should the Insured fail to supply such auditors' certificate in accordance with this Condition then the Company will not provide any indemnity for any Bodily Injury or loss of or damage to material property which might otherwise be the subject of indemnity under this Section in the Period of Insurance for which the auditors' certificate remains outstanding

**EMPLOYER'S/PUBLIC/PRODUCTS LIABILITY SECTIONS
EXCLUSIONS**

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

- 1.** 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

- 2.** 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

- 3.** 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/PRODUCTS 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. Notifications will be handled in line with the Company's data protection policy. Every letter, claim, summons and process should 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

LEGAL EXPENSES SECTION

Introduction

The Company agrees to provide the insurance in this Section in line with the cover shown in the policy schedule provided that:

- (a) the date the insured incident happens is during the Period of Insurance and within the Territorial Limits;
- (b) any legal proceedings will be dealt with by a court, or other body which the Company agrees to, in the Territorial Limits; and
- (c) in civil claims it is always more likely than not that the Insured Person will recover damages (or get any other legal remedy which the Company has agreed to) or make a successful defence.

For all insured incidents, the Company will help in appealing or defending an appeal as long as the Insured informs the Company within the time limits allowed that they want to appeal. Before the Company pays any Costs and Expenses for appeals, the Company must agree that it is always more likely than not that the appeal will be successful.

If the Insured Person uses an Appointed Representative, the Company will pay the Costs and Expenses for this.

The Company will pay the Financial Compensation Awards that the Company has agreed to.

For Sub-Section 4 (B) Bodily Injury claims, the Company will pay the application fee required by InjuriesBoard.ie.

The maximum liability of the Company shall not exceed the Limits of Indemnity set out under the Definition Limit of Indemnity

Special Notes

The claims service for this Section of the policy is administered and managed by DAS Legal Expenses Insurance Company Limited (DAS) on the Company's behalf. DAS branch address is 12 Duke lane, Dublin 2, with registered office as DAS House, Quay Side, Temple Back, Bristol, BS1 6NH. Registered in England number 103274. DAS Legal Expenses Insurance Company Ltd is authorised and regulated by the Financial Services Authority and is subject to the Irish Financial Regulator's conduct of business rules.

The Company has chosen DAS as claims administrator for this cover in view of their expertise and many years experience in dealing with legal disputes for customers.

As soon as the Insured Person becomes aware of a legal problem, they should get legal advice from the Legal Helpline on 1890 252829 without delay. Please have Your policy number to hand. If You wish to make a claim then full details will need to be submitted in writing.

If a solicitor is required to deal with a legal problem of an Insured Person the Company will appoint one from their approved panel of solicitors. These solicitors have been carefully chosen as experts in the area of law covered by this Section and they are required to comply with strict service standards set out by the Company.

The appointment of a solicitor from the Company's panel is for the purposes of expediting the claims process and in no way affects the rights of the Insured to appoint a solicitor or other appropriately qualified person of their choice in accordance with Article 7 of the European Communities (Non Life Assurance)(Legal Expenses) Regulations 1991

**LEGAL EXPENSES SECTION
DEFINITIONS**

1. Insured Person means

The Insured and the Insured's directors, partners, managers, Employees and any other individuals declared to us by the Insured.

2. Appointed Representative means

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

3. Date of Occurrence means

(i) For civil cases (other than under Sub-Section 5 Tax Protection), the Date of Occurrence is when the cause of the action first accrued.

(ii) For criminal cases, the Date of Occurrence is when the Insured Person commenced or is alleged to have commenced to violate the criminal law in question.

(iii) For Tax Protection the Date of Occurrence is when the relevant authority sends an assessment or written decision to the Insured following an audit.

4. Costs and Expenses mean

(a) Legal Costs

All reasonable and necessary costs chargeable by the Appointed Representative on a standard basis. Also the costs the opponent has to pay in civil cases if an Insured Person has been ordered to pay them, or pays them with the agreement of the Company

(b) Accountant's Costs

A reasonable amount for all reasonable costs the Appointed Representative incurs in line with the Company's claims handling instructions.

(c) Attendance Expenses

The Insured Person's salary or wages for the time that the Insured Person is off work to attend any arbitration, court or tribunal hearing at the request of the Appointed Representative, or while on jury service. The Company will pay for each half or whole day that the court, tribunal or the Insured Person's employer will not pay for.

The amount the Company will pay is based on the following:

(a) the time the Insured Person is off work including the time it takes to travel to and from the hearing. The Company will work this out to the nearest half day assuming that a whole day is eight hours;

(b) if the Insured Person works full time, the salary or wages for each whole day equals 1/250th of the Insured Person's yearly salary or wages;

(c) if the Insured Person works part-time, the salary or wages will be a percentage of their weekly salary or wages.

5. Limit of Indemnity means

The maximum amount the Company will pay for all claims resulting from one or more events arising at the same time or from the same originating cause regardless of the number of persons claiming to be indemnified is €150,000.

6. Territorial Limits mean

The Territorial Limits set out in General Policy Definition 4 except in respect of Sub-Section 3 Contract Disputes where the Territorial Limits are the Republic of Ireland

**LEGAL EXPENSES SECTION
SUB-SECTION 1 EMPLOYMENT DISPUTES
AND FINANCIAL COMPENSATION AWARDS**

(A) Employment Disputes Insuring Clause

The Company will defend the Insured's legal rights in the following circumstances:

- (1) prior to proceedings being issued before a Rights Commissioner, court or tribunal after the Insured has dismissed an Employee; or
- (2) in legal proceedings for any dispute with:
 - (a) an Employee or ex-Employee or a trade union acting on behalf of an Employee or ex-Employee which arises out of, or relates to, a contract of employment with the Insured; or
 - (b) an Employee, prospective Employee or ex-Employee arising from an alleged breach of their statutory rights under employment legislation.

Exclusions

The Company will not indemnify the Insured or any Insured Person in respect of

- (1) Any claim for damages for Bodily Injury or loss of or damage to property.
- (2) Employee internal disciplinary or grievance procedures.
- (3) Any claim arising from or relating to any transfer of business which falls within the scope of the European Communities (Safeguarding of Employees' Rights on Transfer of Undertakings) Regulations 1980 and 2000, European Communities (Protection of Employees on Transfer of Undertakings) Regulations 2003 and any amending legislation.

(B) Employment Financial Compensation Awards Insuring Clause

The Company will pay any financial compensatory award the Insured would otherwise pay for a claim the Company has accepted under Sub-Section 1(A) above.

Provided that

- (1) Throughout any contract of employment dispute the Insured has asked for and followed advice from the Company's Legal Advice Service.
- (2) For compensation following the Insured breach of statutory duty under employment law, the Insured has, at all times, asked for and followed advice from the Company's legal advice service since the date when the Insured should have known about the employment dispute.
- (3) For any compensation award for redundancy or alleged redundancy or unfair selection for redundancy, the Insured has sought and followed advice from the Company's legal advice service before serving a notice for redundancy.
- (4) The compensation is awarded by a Rights Commissioner or tribunal under a judgment made after hearing a full argument and otherwise than by agreement or default, or is paid under a settlement the Company has approved in writing beforehand.
- (5) The total of the compensation payable by the Company shall not be more than €1,500,000 in any one Period of Insurance.

**LEGAL EXPENSES SECTION
SUB-SECTION 1 EMPLOYMENT DISPUTES
AND FINANCIAL COMPENSATION AWARDS
Continued**

Exclusions

The Company will not indemnify the Insured or any Insured Person in respect of

- (1) Any financial compensation relating to :
 - (a) trade-union activities, trade-union membership or non-membership;
 - (b) pregnancy or maternity rights;
 - (c) statutory rights in relation to the trustees of occupational pension schemes; or
 - (d) statutory rights in relation to shop work on a Sunday and betting work.
- (2) Any claim for non-payment of money due under the relevant contract of employment or any statutory provision relating thereto.
- (3) Any award ordered as a result of breaking statutory rights in relation to providing relevant records to employees under the National Minimum Wage Act 2000 or any legislation which amends this.
- (4) Any financial compensation award or increase in financial compensation award ordered by the tribunal for the Insured's failure to comply with a recommendation it has made, including non-compliance with reinstatement or re-engagement order.

LEGAL EXPENSES SECTION SUB-SECTION 2 LEGAL DEFENCE

Legal Defence Insuring Clause

If the Insured asks, the Company will:

- (1) Defend the Insured Person's legal rights:
 - (a) prior to the issue of legal proceedings when dealing with the
 - Gardai; or
 - Health and Safety Authority and/or the Health Service Executivewhere it is alleged that the Insured Person has or may have committed a criminal offence; or
 - (b) following an event which leads to the Insured Person being prosecuted in a criminal court.
- (2) Defend the Insured's legal rights following civil action taken against the Insured for wrongful arrest in respect of an accusation of theft alleged to have been carried out during the Period of Insurance.
- (3) Defend the Insured Person's (other than the Insured's) legal rights if civil action is taken against them as a trustee of a pension fund set up for the benefit of the Insured's employees.
- (4) Represent the Insured Person if they appeal against the imposition or terms of any Statutory Notice issued under legislation which affects the Insured's business.
- (5) Represent the Insured if the Insured appeals because the Data Protection Commissioner refuses the Insured's application for registration.
- (6) Pay the Attendance) Expenses of an Insured Person if they have to attend jury service.

Provided That

For proceedings under the Safety Health and Welfare at work Act 2005, the Territorial Limits will include any place where the act applies.

**LEGAL EXPENSES SECTION
SUB-SECTION 3 CONTRACTS DISPUTES**

Contracts Disputes Insuring Clause

The Company will negotiate for the Insured's legal rights in a contractual dispute arising from that agreement or that alleged agreement which has been entered into by or on behalf of the Insured for the purchase, hire, sale or provision of goods or of services.

Provided that

- (1) The amount in dispute exceeds €300; or if the amount in dispute is payable in instalments the instalments due and payable at the time of making the claim exceed €300.
- (2) If the dispute relates to money owed to the Insured, a claim under the policy is made within 90 days of the money becoming due and payable.

Exclusions

The Company will not indemnify the Insured in respect of

- (1) Any claim relating to the following:
 - (a) the settlement payable under an insurance policy;
 - (b) a lease, licence or tenancy of land or building other than a dispute with a professional advisor in connection with the drafting of a lease, licence or tenancy agreement;
 - (c) a loan, mortgage, pension or any other financial product and choses in action;
 - (d) a motor vehicle owned by, or leased to, the Insured other than agreements relating to the sale of motor vehicles where the Insured is engaged in the business of selling motor vehicles.
- (2) A dispute with an employee or ex-employee which arises out of, or relates to, a contract of employment with the Insured
- (3) A dispute which arises out of the:
 - sale or provision of computer hardware, software, systems or services; or
 - purchase or hire of computer hardware, software, systems or services tailored by a supplier to the Insured's own specification.
- (4) A dispute arising from a breach or alleged breach of professional duty by an Insured Person
- (5) The recovery of money and interest due from another party other than disputes where the other party intimates that a defence exists.
- (6) The first €600 of Legal Costs unless the dispute is to be dealt with under the Small Claims Court procedure

**LEGAL EXPENSES SECTION
SUB-SECTION 4 PROPERTY PROTECTION
AND BODILY INJURY**

(A) Property Protection Insuring Clause

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

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

Exclusions

The Company will not indemnify the Insured in respect of any claim relating to the following:

- (1) A contract entered into by the Insured;
- (2) Goods in transit or goods lent or hired out;
- (3) Goods at premises other than those premises the Insured occupies unless the goods are at the premises for the purpose of installations or to be used in work the Insured carries out;
- (4) Mining subsidence;
- (5) Defending the Insured's legal rights other than in defending a counter-claim;
- (6) A motor vehicle owned or used by, or hired or leased to an Insured Person other than damage motor vehicles where the Insured is involved in selling motor vehicles.

(B) Bodily Injury Insuring Clause

If the Insured asks, the Company will negotiate for an Insured Person's and their family members' legal rights following an event which causes the death of, or bodily injury to them.

Exclusions

The Company will not indemnify the Insured or any Insured Person in respect of

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

**LEGAL EXPENSES SECTION
SUB-SECTION 5 - TAX PROTECTION**

(A) Revenue Audits Insuring Clause

The Company will negotiate on the Insured's behalf and represent the Insured in any appeal proceedings in respect of an audit carried out by the Revenue Commissioners into the Insured's business accounts;

(B) Employers' Compliance Insuring Clause

The Company will negotiate on the Insured's behalf and represent the Insured in any appeal proceedings for a dispute concerning the Insured's compliance with Pay As You Earn or Social Insurance Contribution Regulations following an audit by the Revenue Commissioners or The Department of Social and Family Affairs;

or

(C) VAT Disputes Insuring Clause

The Company will negotiate on the Insured's behalf and represent the Insured in any appeal proceedings following an audit carried out by the Revenue Commissioners for Value Added Tax due.

Provided That

- (1) For all insured incidents, the Insured must have taken reasonable care to make sure that all returns are complete and correct and that the returns are sent in within the statutory time limits allowed.
- (2) the Insured and the Appointed Representative must adhere to the Company's instructions for handling claims throughout the claim.

Exclusions

The Company will not indemnify the Insured or any Insured Person in respect of

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

**LEGAL EXPENSES SECTION
EXCLUSIONS**

The Company will not indemnify the Insured or any Insured Person in respect of

- 1 Any claim reported to the Company more than 180 days after the date the Insured Person should have known about the insured incident.
- 2 Costs and Expenses incurred before the Company accepts a claim in writing.
- 3 Fines, penalties, compensation or damages which the Insured Person is ordered to pay by a court or other authority other than compensation awards as covered under Sub-Section 1 (B) Employment Financial Compensation Awards.
- 4 Any claim relating to patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy and confidentiality agreements.
- 5 Any claim relating to rights under a franchise or agency agreement entered into by the Insured.
- 6 Any insured incident deliberately or intentionally caused by an Insured Person.
- 7 A dispute with the Company and/or their Appointed Representative not otherwise dealt with under Section Condition 7.
- 8 Any claim relating to a shareholding or partnership share in the Insured's business unless the shareholding was gained under a scheme open to all the Insured's employees (or a substantial number of them) of a certain minimum grade other than the Insured's directors or partners.
- 9 An application for judicial review or any defence of judicial review proceedings.
- 10 Legal action an Insured Person takes which the Company or the Appointed Representative have not agreed to or if the Insured Person does anything that prevents the Company or the Appointed Representative from carrying out their roles effectively.
- 11 Any claim when either at the start of or during the course of a claim, the Insured is bankrupt or have filed a bankruptcy petition or winding-up petition, have made an arrangement with the Insured's creditors, have entered into a deed or arrangement, are in liquidation, or part or all of the Insured's affairs or property are in the care or control of a receiver or administrator.

**LEGAL EXPENSES SECTION
CONDITIONS**

- 1 An Insured Person must:
 - (a) keep to the terms and conditions of this Section and this Policy;
 - (b) take reasonable steps to keep any amount the Company has to pay as low as possible;
 - (c) try to prevent anything happening that may cause a claim;
 - (d) send everything the Company asks for, in writing; and
 - (e) give the Company full details of any claim as soon as possible and give the Company any information the Company needs.

- 2
 - (a) The Company can take over and carry out, in the name of an Insured Person, any claim or legal proceedings at any time. The Company can negotiate any claim on behalf of an Insured Person.
 - (b) The Company will choose the Appointed Representative to represent an Insured Person in any proceedings where the Company is liable to pay a compensation award. In any other case an Insured Person is free to choose an Appointed Representative (by sending that suitably qualified person's name and address to the Company) if;
 - (i) the Company agrees to start legal proceedings and it becomes necessary for a lawyer to represent the interests of an Insured Person in those proceedings or;
 - (ii) there is a conflict of interest
 - (c) Before an Insured Person chooses a lawyer or an accountant, the Company can appoint an Appointed Representative.
 - (d) Any Appointed Representative will be appointed by the Company and represent the Insured Person according to the Company's standard terms of appointment (which may include a no win, no fee agreement). The Appointed Representative must co-operate fully with the Company at all times.
 - (e) The Company will have direct contact with the Appointed Representative.
 - (f) The Insured Person must co-operate fully with the Company and with the Appointed Representative and must keep the Company up to date with the progress of the claim.
 - (g) The Insured Person must give the Appointed Representative any instructions required by the Company.

- 3
 - (a) The Insured Person must tell the Company if anyone offers to settle a claim and must not agree to any settlement without the Company's written permission.
 - (b) If an Insured Person does not accept a reasonable offer to settle a claim, the Company may refuse to pay further Costs and Expenses.
 - (c) The Company may decide to pay the Insured Person the amount of damages that they are claiming or the amount that is being claimed against them instead of starting or continuing legal proceedings.

- 4
 - (a) If the Company asks, the Insured Person must tell the Appointed Representative to have Costs and Expenses taxed, assessed or audited.
 - (b) The Insured Person must take every step to recover Costs and Expenses that the Company has to pay and must pay the Company any Costs and Expenses that they do recover.

- 5 If an Appointed Representative refuses to continue acting for an Insured Person with good reason or if an Insured Person dismisses the Appointed Representative without good reason, the cover provided will end at once, unless the Company agrees to appoint another Appointed Representative.

- 6 If an Insured Person settles a claim or withdraws their claim without the Company's agreement, or does not give suitable instructions to the Appointed Representative, the cover provided will end at once. The Company will be entitled to reclaim any Costs and Expenses they have paid.

**LEGAL EXPENSES SECTION
CONDITIONS
Continued**

- 7 If there is a disagreement about the way the Company handles a claim that is not resolved through the Company's internal complaints procedure, the Company and the Insured Person can choose another suitably qualified person to arbitrate. The Company and the Insured Person must both agree to this in writing. Failing this the Company will ask the president of a national association relevant to the arbitration to choose a suitably qualified person. All costs of resolving the matter must be paid by the party whose argument is rejected. If the decision is not clearly made against either party, the arbitrator will decide how the costs are shared.
- 8 The Company may ask the Insured to get an opinion from counsel as to how successful a claim or proceedings will be (the Insured will have to pay any costs involved in doing this). If counsel believes there are reasonable grounds to pursue or defend a claim or proceedings, the Company will pay the cost of getting the opinion.
- 9 The Company will not pay any claim covered under any other policy, or any claim that would have been covered by any other policy if this Section did not exist.
- 10 This Section will be governed by the laws of the Republic of Ireland.

Helpline Services

The Company provides these services 24 hours a day, seven days a week during the Period of Insurance. To help check and improve service standards, the Company record all calls to our Helpline Services.

Commercial Legal Advice

The Company will give the Insured confidential legal advice over the phone on any commercial legal problem affecting the business, under the laws of the Republic of Ireland, the United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.

To contact the above services, phone 1890 252829 quoting the policy number.

Counselling

The Company will give the Insured's employees (including any members of their immediate family who permanently live with them) a confidential counselling service over the phone. This will include, where appropriate, referral to relevant voluntary or professional services.

To contact the counselling helpline, phone 1850 670407. These calls are not recorded.

HEALTH & MEDICAL INFORMATION SERVICE

The Company will give the Insured information over the phone on health and fitness, and non-diagnostic advice on medical matters. Advice can be given on allergies, the side effects of drugs and how to improve general fitness.

To contact the above service phone us on 1890 254164.

The Company or their service providers will not accept responsibility if the helpline services fail for reasons they cannot control. Please do not phone to report a general insurance claim.

**LEGAL EXPENSES SECTION
CONDITIONS
Continued**

EMPLOYMENT MANUAL

The Employment Manual offers comprehensive, up to date guidance on rapidly changing employment law. To view it please visit our website at www.Allianz.ie. From the home page click on the Employment Manual icon and enter the following user Id. and password - user Id: Allianz Password: BLTMDB08

Subject otherwise to Terms Conditions Exclusions and Endorsements

GENERAL POLICY EXCLUSIONS

The Company will not indemnify the Insured in respect of

1. (a) loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss

(b) any legal liability of whatsoever nature

directly or indirectly caused by or contributed to by or arising from
 - (i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - (ii) the radioactive toxic explosive or other hazardous properties of any 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;
 - (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 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 anything contained in (a) and/or (b) above.

If the Company allege that by reason of this Exclusion, any liability, loss, damage, cost or expense is not covered 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. Computer Date Exclusion

The Company will not indemnify the Insured in respect of:

costs or expenses directly or indirectly caused by consisting of or arising from or connected with the failure or inconsistency in performance or function of any equipment whether the property of the Insured or not

- (a) correctly to recognise or establish any date as its true calendar date
- (b) to recognise capture save retain and/or correctly to manipulate calculate interpret or process any data or information or command or instruction as a result of failure in date based functionality and/or associated algorithms or rules
- (c) to recognise capture save retain and/or correctly to manipulate calculate interpret or process any data or information as a result of the operation of any command which had been programmed into any computer software or hardware being a command which causes the loss of data or the inability to recognise capture save retain or to manipulate calculate interpret or process correctly such data or information as a result of failure in date based functionality and/or associated algorithms or rules

But this Exclusion shall not exclude subsequent Damage, Business Interruption, 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.

Notes: This Exclusion does not apply to any Employer's Liability cover provided by this Policy.

GENERAL POLICY CONDITIONS

1. Cancellation

- (a) The Company may cancel this Policy by giving 21 days notice by registered letter to the last known address of the Insured. The cancellation is effective from midnight on the 21st day immediately following the date of the registered letter. 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 any minimum premium stated in the Schedule or as advised to the Insured or if the Premium has been based on estimates supplied by the Insured the Premium shall be adjusted in accordance with the applicable Premium Adjustment Conditions in the Material Damage Business Interruption Employer's Liability Public Liability and Products Liability Sections.
- (b) Without prejudice to the generality of General 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. The cancellation is effective from midnight on the seventh day immediately following the date of the registered letter. 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, Business Interruption 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

GENERAL POLICY CONDITIONS
Continued

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.

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 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

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