

Business Policy

<u>CONTENTS</u>	<u>PAGE</u>
INTRODUCTION	2
SCHEDULE	3
GENERAL POLICY DEFINITIONS	4
MATERIAL DAMAGE/BUSINESS INTERRUPTION/MONEY SECTIONS	5
EMPLOYERS/PUBLIC/PRODUCTS LIABILITY SECTIONS	55
GENERAL POLICY EXCLUSIONS	94
GENERAL POLICY CONDITIONS	96

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.

<i>Prepared by Gerry Whelan</i>	<i>Checked</i>	<i>.....</i>
<i>Address: Allianz House</i>	<i>Policy Form Reference:</i>	<i>01SM</i>
<i>Elmpark, Merrion Road</i>	<i>Tx Ref: DN/NB/2017/05/51419</i>	
<i>Dublin 4</i>	<i>I02HARRINR (K)</i>	
<i>Phone: 01-6133926 Fax: 01-6134477</i>		

INTRODUCTION

Forming part of specimen Business Policy

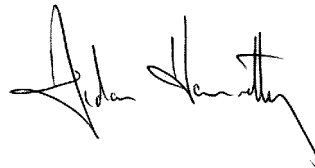
In consideration of the Insured having paid or agreed to pay the Premium

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

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

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

Allianz p.l.c.



**Aidan Hanratty
Director Underwriting**

SCHEDULE

Forming part of specimen Business 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 BUSINESS POLICY.

GENERAL POLICY DEFINITIONS

The following definitions apply throughout this Policy (unless amended by Section Definitions) and are denoted by a capital first letter

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 conducted solely from premises in the Territorial Limits and in addition but solely in respect of the Employers Liability and Public Liability Sections 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 provided by this policy together with all attachments thereto and any other information supplied by the Insured or the Insured's insurance intermediary in connection with or for the purpose of this insurance, all of which will be incorporated in and form part of this Policy.
4. **Territorial Limits** means the Republic of Ireland, Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.
5. **Period of Insurance** means the period specified in the Schedule or any subsequent period for which the Company agrees to renew the Policy and to accept payment of the Premium.
6. **Deductible or Excess** means the amount the Insured will pay in respect of each and every incident or occurrence as stated in the Schedule.

**MATERIAL DAMAGE/BUSINESS INTERRUPTION SECTIONS
DEFINITIONS**

1. **Damage** means direct physical loss or destruction of or damage to the Property Insured, and the word Damaged will be interpreted accordingly.
2. **Premises** means the location of Property Insured as stated in the Schedule.
3. **Business Interruption** means loss resulting from interruption of or interference with the Business carried on by the Insured at the Premises as a result of Damage to property used by the Insured at the Premises for the purpose of the Business.
4. **Unoccupied** means any of the following:
 - (a) not physically occupied by the Insured or his/her employees or tenants
 - (b) not used for the purposes of the Business
 - (c) empty
 - (d) vacant
 - (e) disused
 - (f) untenanted
 - (g) unfurnished
5. **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.

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

(b) Contents at the Premises

The term Contents includes:

- (i) machinery, plant, trade fixtures and fittings
- (ii) tenants' improvements, alterations and decorations if applicable for the value stated in the Schedule
- (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 €850 in respect of any one person
- (iv) contents of outbuildings
- (v) money and stamps for an amount not exceeding €3,200
- (vi) documents, manuscripts and business books but only for the value of the materials as stationery together with the cost of clerical labour spent in writing up and not for the value to the insured of the information within for an amount not exceeding €10,000
- (vii) Computer systems records, but only for the value of materials together with the cost of clerical labour and computer time spent in reproducing such records (excluding any expense in connection with the production of information to be recorded within) and not for the value to the insured of the information contained within, for an amount not exceeding €10,000.

For the purposes of this insurance computer systems records means all current and back up computer records (excluding fixed discs and paper records of any description) incorporating stored programs and/or information stored at the property of the Insured or rented by the Insured

- (viii) patterns, models, moulds, plans or designs or set of same for an amount not exceeding €10,000.

The term Contents excludes:

- (i) landlord's fixtures and fittings
- (ii) stock and materials in trade
- (iii) vehicles licensed for road use including accessories and contents in or on them except to the extent provided under Extension 12 Motor Vehicles

(c) Stock means

- (i) stock and materials in trade including work in progress the property of the Insured or held by them in trust or on commission for which they are responsible
- (ii) customers' goods for which the Insured have made themselves responsible even though such goods will have been bought and paid for excluding property more specifically insured.

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

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

6. Memoranda Index means the Memoranda Index in the Schedule

7. Defined Perils means the following and all are operative unless otherwise stated in the Schedule:

A: Fire but excluding Damage to the Property Insured or Business Interruption caused by:

- (a) explosion resulting from fire
- (b) earthquake
- (c) it 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.

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.

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

(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 from them 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 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

(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 Unoccupied.

E: Earthquake

F: 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

(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 within.

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

G: 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 within.

H: 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 Unoccupied

I: Impact by any road vehicle or animal

J: 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 Unoccupied
- (b) explosion, earthquake, subterranean fire or heat caused by fire.

K: Theft (including 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) in respect of any Building which is Unoccupied
- (d) to property in the open or from any outbuilding
- (e) to property in transit
- (f) to Money and securities of any description
- (g) to glass more specifically insured

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

L: 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-K and M, whether Defined Perils A-K and M are insured or not

(b) Damage or Business Interruption caused by or consisting of:

- (i) inherent vice
- (ii) latent defect
- (iii) gradual deterioration
- (iv) wear and tear
- (v) frost
- (vi) its own faulty or defective design or materials

but this will not exclude subsequent Damage or Business Interruption which itself results from a cause not otherwise excluded

(c) Damage or Business Interruption caused by or consisting of faulty or defective workmanship by the Insured or any employee of the Insured

(d) Damage or Business Interruption caused by or consisting of operational error or omission by the Insured or any employee of the Insured but this will not exclude such Damage or Business Interruption not otherwise excluded which itself results from Defined Perils A-K and M or subsequent Damage or Business Interruption which itself results from a cause not otherwise excluded

(e) Damage or Business Interruption caused by or consisting of acts of fraud or dishonesty by any partner director or employee of the Insured

(f) Damage or Business Interruption caused by or consisting of seizure or destruction by order of public authority

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

- (g) 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
- or Damage or Business Interruption consisting of:
- (i) joint leakage, failure of welds, cracking, fracturing, collapse or overheating in respect of the following: boilers, economisers, superheaters, pressure vessels or any range of steam and feed piping connected to them
 - (ii) mechanical or electrical breakdown or derangement in respect of the particular machine apparatus or equipment in which such breakdown or derangement originates
 - (iii) 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 will not exclude such Damage or Business Interruption not otherwise excluded which itself results from Defined Perils A-K or from any other accidental loss, destruction or damage, or subsequent Damage or Business Interruption which itself results from a cause not otherwise excluded
- (h) Damage or Business Interruption caused by disappearance unexplained or inventory shortage or the misfiling or misplacing of information
- (i) Damage or Business Interruption caused to any building or structure by its own collapse or cracking but this will not exclude Damage or Business Interruption caused by Defined Perils A - K in so far as they are not otherwise excluded
- (j) Damage or Business Interruption in respect of fences gates and moveable property in the open caused by wind, rain, hail, sleet, snow or dust
- (k) Damage or Business Interruption to any property resulting from its undergoing any process of production, packing, treatment, testing, commissioning, service or repair
- (l) 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 (other than fixed glass or sanitaryware) china earthenware marble or other fragile or brittle objects
 - (iv) Money, bonds or securities of any description
- (m) Damage or Business Interruption in respect of:

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

- (i) any disfiguration or damage to fixed glass or sanitaryware other than fracture extending throughout the entire thickness of the glass
- (ii) any glass or sanitaryware which was cracked or fractured prior to the inception of this Insurance
- (iii) fixed glass or sanitaryware whilst the Premises is Unoccupied unless specifically agreed
- (iv) fixed glass or sanitaryware caused by alterations, maintenance, repairs or any process of cleaning or restoring

(n) Damage or Business Interruption in respect of

- (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 will not exclude such Property Insured specifically described in the Schedule

M: 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) groundworks or excavation

at 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 of it

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

1. in respect of each item of Property Insured the sum shown in the Schedule to be the Sum Insured of each item or in the whole the Total Specification Sum Insured
2. any Limit of Liability shown in the Schedule or such other sum or sums as may be substituted by Endorsement and signed by or on behalf of the Company.

**MATERIAL DAMAGE SECTION
EXTENSIONS**

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

1. Adjoining Buildings

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.

2. Professional Fees

- (a) The insurance by each item on Buildings and/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 following its Damage but not for preparing any claim, it being understood that the amount payable under the item will not exceed the total Sum Insured shown against Buildings and Contents in the Schedule.

3. Automatic Cover (Capital Additions)

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

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

anywhere in the Territorial Limits

provided that:

- (i) at any one situation this cover will not exceed 10% of the Total Specification Sum Insured on such Property Insured or €500,000 whichever is less
- (ii) the Insured gives particulars of such Extension of cover as soon as is practicable but not later than 90 days from the commencement of the Insured's responsibility or renewal of this Policy which ever is earlier. The Insured will pay such additional premium as may be required retrospective to the commencement of the Company's liability
- (iii) the provisions of this Extension will be fully maintained, notwithstanding any specific insurance effected under Extension 3(b)(ii) above.

**MATERIAL DAMAGE SECTION
EXTENSIONS
CONTINUED**

4. Change of Temperature

Notwithstanding anything within 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 within or any other peril insured hereby, subject to the terms, Definitions, Exclusions, Extensions and Conditions of this Section.

5. 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 resulting from damage by the Defined Perils hereby insured against on the Insured's own Premises.

6. 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 will 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 will also be calculated on this basis.

7. Day One Basis Reinstatement

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 will 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.

**MATERIAL DAMAGE SECTION
EXTENSIONS
CONTINUED**

- 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 7A(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:

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

Special Conditions

- (a) At the inception of each Period of Insurance the Insured will 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 will be taken as the Declared Value for the following Period of Insurance.
- (b) If at the time of Damage, the Declared Value of the property covered by such item is less than the cost of Reinstatement (as defined in paragraph 7B above) at the inception of the Period of Insurance then the Company’s liability for the Damage will not exceed that proportion which the Declared Value bears to such cost of Reinstatement.
- (c) The liability of the Company for the repair or restoration of property Damaged in part only will not exceed the amount which would have been payable had that property been wholly destroyed.
- (d) No payment beyond the amount which would have been payable in the absence of Extension 7 will be made:
 - (i) unless Reinstatement commences and proceeds without unreasonable delay
 - (ii) until the cost of Reinstatement will have been actually incurred
 - (iii) if the Property Insured at the time of its loss, destruction or Damage is 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 will apply
 - (i) in respect of any claim payable under the provisions of Extension 7 except in so far as they are varied hereby
 - (ii) where claims are payable as if Extension 7 had not been incorporated except that the Sum(s) Insured will be limited to 115% of the Declared Value(s).

8. Workman's Clause

Workmen are allowed on the Property Insured from time to time for the purpose of making minor structural and other alterations up to a contract value of €50,000 without prejudice to this insurance.

**MATERIAL DAMAGE SECTION
EXTENSIONS
CONTINUED**

9. 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.

10. 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 payable under this Extension will not exceed the amount which would have been payable had the loss occurred at the Premises from which the Property Insured is transferred, or in the aggregate 10% of the Sum Insured shown against such items in the Schedule or €32,000 whichever is less in respect of any such transfers at any one time.

11. Mortgagees

The interest of the mortgagee in this insurance will not be prejudiced by any act or neglect of the mortgagor or occupier of any building hereby insured, where the danger of loss or damage is increased without the authority or knowledge of the mortgagee provided the mortgagee, immediately on becoming aware of it, will give notice in writing to the Company and on demand pay such additional premium as the Company may require.

12. 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 attached is limited to €32,000 or 10% of the aggregate Sum Insured shown against Contents and Stock in the Schedule whichever is less.

13. Non-Invalidation

This insurance will 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 when they become aware of it will give notice to the Company and pay an additional premium, if required.

**MATERIAL DAMAGE SECTION
EXTENSIONS
CONTINUED**

14. Private Dwelling House

Notwithstanding anything contained in this Section to the contrary, the insurance on Buildings used in their entirety as a private dwelling house will, 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).

15. European Union and Public Authorities (including Undamaged Property)

Subject to the Special Conditions set out below, cover for Buildings and Contents includes an amount in respect of any additional cost of reinstatement which is incurred solely by reason of the necessity to comply with building or other regulations under or framed in pursuance of any Act of Oireachtas, European Union legislation or with Bye-Laws of any Public Authority in consequence of Damage in respect of:

- (a) Damaged Property Insured
- (b) Undamaged portions thereof

Excluding:

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

**MATERIAL DAMAGE SECTION
EXTENSIONS
CONTINUED**

Special Conditions

- (a) The work of reinstatement must be commenced and carried out without unreasonable delay and no later than twelve months after the Damage or within any further time as the Company (during the said twelve months) may allow and may be carried out upon another site (if the aforesaid regulations or Bye-Laws so necessitate) subject to the liability of the Company under this Extension not being thereby increased.
- (b) If the liability of the Company under (any item of) the Section apart from this Extension, will be reduced by the application of any of the terms, Definitions, Exclusions, Extensions and Conditions of the Section then the liability of the Company under this Extension (in respect of any such item) will be reduced in like proportion.
- (c) The liability of the Company will not exceed in respect of any one loss
 - (i) in respect of undamaged portions of property (other than foundations) 15% of the total amount the Company would have been liable to pay to reinstate the property if the Property Insured by the item at the Premises where Damage occurred had been wholly destroyed
 - (ii) in respect of the property suffering Damage the Sum Insured applicable to each separate Premises
- (d) The total amount recoverable under any item of the Section will not exceed the Sum Insured thereby
- (e) All the terms, Definitions, Exclusions, Extensions and Conditions of the Section except insofar as they may be hereby varied will apply as if they had been incorporated within.

16. Contracting Purchaser's Interest

If at the time of Damage the Insured will have contracted to sell his interest in any Building hereby insured and the purchase will not have been but will 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) will be entitled to benefit under this Section without prejudice to the rights and liabilities of the Insured or the Company up to completion.

17. 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 will in no case exceed the Sum Insured shown against the Contents item in the Schedule.

**MATERIAL DAMAGE SECTION
EXTENSIONS
CONTINUED**

18. Reinstatement

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 will 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 will 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 Extension exceeds its Sum Insured at the commencement of any Damage, the liability of the Company will not exceed that proportion of the amount of the Damage which the said Sum Insured will bear to the sum representing the total cost of Reinstating the whole of such Property Insured at that time.
- (c) No payment over the amount which would have been payable in the absence of this Extension will be made
 - (i) unless Reinstatement commences and proceeds without unreasonable delay
 - (ii) until the cost of Reinstatement will have been actually incurred
 - (iii) if the Property Insured at the time of its Damage will 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 will apply
 - (i) in respect of any claim payable under this Extension except in so far as they are varied hereby
 - (ii) where claims are payable as if this Extension had not been incorporated.

**MATERIAL DAMAGE SECTION
EXTENSIONS
CONTINUED**

19. Reinstatement of the Amount of Any Loss

The Sum Insured shown against any item under this Section will not be reduced by the amount of any loss provided the Insured undertakes to pay the appropriate extra premium on the amount of the loss from the date of that loss to the date of the expiry of the Period of Insurance.

20. Removal of Debris

Cover under this Section 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 any Defined Peril hereby insured against.

The liability of the Company under this Extension and the Section in respect of any item will in no case exceed the Sum Insured shown against that item in the Schedule.

Excluding:

- (a) costs or expenses incurred in removing debris except from the site of such Damaged Property Insured and the area immediately adjacent to the site
- (b) costs or expenses arising from pollution or contamination of property not insured by this Section.

21. 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.

22. Subrogation Waiver

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

- (a) Any company standing in the relation of Parent to Subsidiary (or Subsidiary to Parent) to the Insured as defined in the Companies Act 1963 to 2009 or any future amendments to this Act as applicable at the time of the Damage

**MATERIAL DAMAGE SECTION
EXTENSIONS
CONTINUED**

- (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 to 2009 or any future amendments to the Act as applicable at the time of Damage.

23. 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 will not exceed 15% of the Sum Insured shown against that item in the Schedule or €250,000 whichever is 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 will apply as if they had been incorporated within.

24. Temporary Removal (Deeds and Documents)

The insurance of deeds and other documents, (including stamps on them), manuscripts, plans and writings of every description and books (written and printed) extends to cover such Property Insured for an amount not exceeding €10,000 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.

25. Temporary Removal (Computer Systems Records)

The insurance of computer systems records extends to cover such property for an amount not exceeding €2,500, 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
EXTENSIONS
CONTINUED**

26. Contractor's Interest

Where the Insured is required to effect insurance on the Property Insured in the joint names of the Insured and the contractor under the terms of a Royal Institute of Architects of Ireland contract condition then the Interest of the contractor in the Property Insured as joint Insured is hereby noted and the Insured must provide the Company with details of any single contract in excess of €250,000 prior to work commencing and pay an additional premium if required.

27. Damage to Grounds and Landscaped Gardens

The Company will pay reasonable costs incurred to restore or repair grounds or landscaped gardens of the Property Insured or for which the Insured is responsible, following Damage caused by the emergency services up to a maximum of €25,000.

28. 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 installation, including subsequent repairs arising directly as a consequence thereof

Provided that:

- (a) the maximum liability of the Company will not exceed €25,000 any one loss
- (b) this Extension will not apply to the cost of repairs to any fixed domestic water service or heating installation other than as described above.

29. Branded Goods

In the event of a claim for Damage to branded or labelled merchandise covered by this Section, any salvage will not be disposed of by sale without the consent of the Insured. If such salvage is not disposed of by sale then the Damage will be assessed at the value agreed between the Insured and the Company and be taken into consideration at the settlement of the loss.

The Insured may, at the expense of the Company, stamp "salvage" on the merchandise or its containers or may remove or obliterate the brands or labels from such merchandise if such stamp removal or obliteration will not physically further damage the merchandise, provided that the Insured re-label the merchandise or containers in compliance with the requirements of the law.

30. Fire Extinguishing Expenses

The Company will pay:

- (a) costs incurred by the Insured in replenishing and recharging fire extinguishing equipment arising out of the use of the equipment following the occurrence of fire in or at the Buildings

**MATERIAL DAMAGE SECTION
EXTENSIONS
CONTINUED**

- (b) fire brigade charges incurred by the Insured as a result of or arising from an occurrence which is insured under this section for an amount not exceeding the amount set against this item in the Schedule.

31. Theft Damage to Buildings

Cover includes Damage to a building or part of a building at the Premises whether this building or part of a building is insured by this Section or not but for which the Insured are responsible caused by theft or attempted theft and involving entry to or exit from the building by forcible and violent means excluding:

(a) Damage:

- (i) to any Unoccupied building unless agreed by the Company in writing
- (ii) expedited or in any way brought about by the Insured or any partner, director or employee of the Insured or any other person who has a legal right to be on the Premises unless such theft or attempted theft involves the threat of or assault or violence to the Insured or any partner, director or employee of the Insured or any other person who has a legal right to be on the Premises
- (iii) to property
 - a) which the Insured is not liable for repair costs
 - b) which the Insured is able to recover repair costs from another source
 - c) which is more specifically or otherwise insured

- (b) In respect of each separate Premises, the amount of the Deductible specified in the Schedule under Defined Peril Theft

Cover also includes the cost of any temporary boarding up and making good in consequence of such Damage necessary to keep the Premises secure.

The liability of the Company under this Extension will not exceed €25,000 any one loss.

32. Locks and Keys

The Company will pay the costs incurred as a result of the necessary replacement of locks at the Premises following theft (as insured by this Section) of keys or entry swipe cards from the Premises or from the home of any director partner or employee authorised by the Insured to hold such keys or cards or following threat of or actual assault or violence to the Insured or any authorised employee provided that the liability of the Company will not:

- (a) include the cost of replacing the locks of any safe or strong room if the keys to these locks are left on the Premises whilst the Premises is closed for Business
- (b) exceed €10,000 any one loss and in total any one Period of Insurance.

**MATERIAL DAMAGE SECTION
EXTENSIONS
CONTINUED**

33. Metered Utilities

Cover includes additional water gas electricity oil or other metered supply charges incurred by the Insured up to an amount of €25,000 any one loss in consequence of Damage by an insured Defined Peril but the Company will not pay for the charges incurred in respect of any building which is Unoccupied.

The basis on which the amount payable is to be calculated will be the amount of the suppliers charges for the period during which Damage occurs, less the charge paid by the Insured for the corresponding period in the preceding year adjusted for changes in the suppliers charges and for variations affecting the supply consumption of the Insured during the intervening period.

34. Exhibitions

Cover includes Property Insured whilst at any exhibition site, including whilst being erected or dismantled, anywhere in the Republic of Ireland or United Kingdom other than whilst in any premises owned or occupied by the Insured or any exhibition site which is under canvas or in the open. The liability of the Company will not exceed €5,000 in respect of any one loss.

35. Further Investigation Expenses

Where any buildings have suffered Damage and in the opinion of a competent construction professional there is a reasonable possibility of other Damage to portions of the same Buildings which is not immediately apparent, cover extends to include the reasonable costs incurred by the Insured with the Company's prior consent in establishing whether or not any other Damage has occurred

The Company will also pay the reasonable costs incurred by the Insured in establishing whether or not other insured Buildings in the immediate vicinity for which the Insured are responsible have suffered Damage in the same incident, but only if these Buildings are subsequently found to have suffered such Damage for which the Insurer is liable under this Section.

The liability of the Company in any one Period of Insurance will not exceed €5,000.

36. Undamaged Stock

The basis of settlement for Stock includes any loss incurred less the value of any salvage.

- (a) in the event of undamaged Stock deteriorating and/or being condemned or otherwise becoming unusable
- (b) in respect of Stock which the Insured is obliged under contract to accept from any other party but is unable to use

resulting solely from Damage as insured by this Section, provided that the liability of the Company in respect of any one loss will not exceed 15% of the Sum Insured shown against Stock on the Schedule.

**MATERIAL DAMAGE SECTION
EXTENSIONS
CONTINUED**

37. Deterioration of Frozen/Chilled Food

The company will indemnify the Insured against loss of or damage to frozen/chilled food while contained in a refrigeration cabinet within the Premises caused by deterioration or putrefaction caused by:

- (a) A rise or fall in temperature resulting from:
 - (i) accidental Damage to the appliance
 - (ii) failure of the appliance due to its own defect
 - (iii) accidental failure of the public supply of electricity.
- (b) Contamination by refrigerant fumes

Provided always that:

- (i) The age of refrigeration cabinet(s) must not exceed 10 years
- (ii) A maintenance contract must be kept in force for each refrigeration cabinet with the manufacturer, installer or a competent refrigeration engineer.

Excluding:

- (i) loss or damage arising from the Insureds wilful act or neglect
- (ii) loss or damage caused by wear and tear, moth, vermin, insects or any gradually operating cause
- (iii) loss or damage arising from strikes, lock-outs or industrial disputes
- (iv) loss or damage caused by the deliberate act of the power supply authority (other than in protecting life or the power supply system)
- (v) any of the Defined Perils.

The total amount payable under this Section for any one occurrence will not exceed the Sum Insured shown against this item in the Schedule.

38. Household Goods

The insurance by the item entitled household goods in the Schedule extends to include Damage by a Defined Peril to household goods, personal effects and fixtures and fittings belonging to the Insured (or for which the Insured is legally responsible) or belonging to members of the Insured's family and domestic employees permanently residing with the Insured, all in the private dwelling portion of the Buildings at the Premises.

Provided that:

- (a) Personal money (not pertaining to the Business) or stamps (not forming part of a stamp collection) are included only up to a maximum of €500.

**MATERIAL DAMAGE SECTION
EXTENSIONS
CONTINUED**

- (b) any one curio, picture or other work of art, or article of gold, silver or other precious metal, jewellery or fur, which is not specifically insured, is covered up to 5% of the total Sum Insured shown against household goods in the Schedule, or €650, whichever is less.
- (c) unless specifically agreed the total value of all articles of gold, silver or other precious metal, jewellery or fur, for the purpose of this insurance, will be limited to one-third of the total Sum Insured shown against household goods in the Schedule.

Excluding:

- (i) property more specifically insured
- (ii) motor vehicles, boats, hovercraft, caravans and trailers, aircraft, or parts or accessories on or in any of them
- (iii) domestic animals and livestock
- (iv) deeds, bonds, bills of exchange, promissory notes, securities for money, stamp collections, certificates and documents of every kind
- (v) manuscripts, medals and coins.

The total amount payable under this Extension for any one occurrence will not exceed the Sum Insured shown against this item in the Schedule.

39. Alternative Accommodation

The Company will pay reasonable additional expenses necessarily incurred by the Insured for alternative comparable accommodation as a result of:

- (a) the private dwelling portion of the Building insured being Damaged and made uninhabitable
- (b) access being prevented to the private dwelling portion of the Building

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

The maximum amount payable under this Extension will not exceed 25% of the Sum Insured shown against household goods in the Schedule.

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

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

The liability of the Company will not exceed €5,000 in respect of any one loss.

**MATERIAL DAMAGE SECTION
EXTENSIONS
CONTINUED**

41. Seasonal Increase in Stock

For the months of November, December and January and for thirty days leading up to Easter Sunday the Stock Sum Insured is increased by 40%.

42. Goods in Transit

In respect of this Extension only:

Defined Peril K: Theft Exclusions (a), (b) and (e) do not apply

Defined Peril L: Accidental Damage Exclusion (l) (ii) does not apply

Stock and goods which are the property of the Insured or held in trust or on commission for which the Insured is responsible are covered (unless more specifically insured), while in transit in the course of the Business anywhere within the Territorial Limits in a vehicle belonging to or operated by the Insured against Damage by an insured Defined Peril up to a limit of €5,000 any one loss excluding

- (a) Theft whilst the vehicle is unattended unless the vehicle has all points of access closed and secured by all the locks and other protections and has all keys removed from the vehicle or after the last transit of the day until collected by driver
- (b) Damage caused by inadequate packing.

43. Tenants liability to Landlord

All sums which the Insured will become legally liable to pay as tenant and not as owner for Damage to that part of the Building (including landlords fixtures and fittings) at the Premises occupied by the Insured as private dwelling rooms caused by a Defined Peril except Damage occurring while the Premises in the tenancy of the Insured are Unoccupied.

The liability of the Company will not exceed €5,000 or 15% of the Sum Insured shown against household goods in the Schedule whichever is the lesser.

**MATERIAL DAMAGE SECTION
EXCLUSIONS**

1. Loss resulting from pollution or contamination but this will 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 (excluding Defined Peril L. Accidental Damage) hereby insured against
 - (b) any Defined Peril (excluding Defined Peril L. Accidental Damage) 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 of, 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.

This Exclusion will not apply to such loss, alteration, damage or reduction in functionality availability or operation caused by a Defined Peril (excluding Defined Peril L. Accidental Damage and Defined Perils D- Riot/Malicious Damage) as specified in the Schedule and/or Specification as applicable.
5. Property which, at the time the Damage occurs, 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**

7. 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 declared to be subject to Average, where the sum will at the commencement of any Damage be less than the value of the Property Insured within the Sum Insured, the amount payable by the Company in respect of any Damage will be proportionately reduced.

**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, will 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 will 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 will 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 painting or other surface treatments involving the use of highly flammable liquids are permitted other than in accordance with the Loss Prevention Council Recommendations in connection with spraying and other painting processes involving the use of highly flammable liquids
- (b) all trade waste must be removed outside the Building daily
- (c) no more than 5 litres of solvents and/or accelerators giving off a flammable vapour at a temperature of less than 65°C may be used or stored in the Building.

3. 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 any 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 signaland
 - (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 includes all lines and equipment used to transmit the signals to and from the Premises.

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

4. 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 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.

5. Fire Extinguishing Appliances

The Insured undertakes to inspect the fire extinguishing appliances every week for the purpose of ensuring that they are in all respects maintained in proper working order and to remedy promptly any defect disclosed by any such inspection or otherwise.

Subject to the observance of the above undertaking this Policy will not be invalidated by any defect in any of the said appliances due to any circumstances unknown to or beyond the control of the Insured.

6. Automatic Fire Alarm Installations

Where automatic fire alarm installations are installed, the Insured hereby undertakes to:

- (a) carry out the testing and checking requirements referred to on the completion certificate and remedy promptly any defect disclosed and to 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 disconnections and keep these details available for examination by the Company's representatives.

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

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) low pressure hot water or steam
- (b) oil fired space heaters fed from a fuel tank in the open
- (c) overhead gas or electrical appliances or air conditioning units
- (d) gas or electric heaters in offices only

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) ensure a test is made every working day for the purpose of establishing 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)
- (b) (i) ensure a test is made at least once a week for the purpose of establishing 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

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

- (c) ensure a test is made every week for the purpose of establishing 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) ensure a test is made each week for the purpose of establishing 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) ensure quarterly or half-yearly tests are made, if required by the Company to do so, for the purpose of establishing 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 deflectorsand comply with the terms of the notice

B.

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

10. Unoccupancy

It is a condition precedent to the liability of the Company that notice in writing will be given to the Company by the Insured when a Building or portion of a Building becomes Unoccupied or when an Unoccupied Building or portion of the Building becomes occupied again. An additional premium must be paid, if required.

11. Unoccupied Buildings

It is a condition precedent to the liability of the Company that in respect of any Building or portion of a Building that is Unoccupied or becomes Unoccupied after the commencement of cover under this Policy, that until such Buildings again become occupied the Insured must:

- (a) turn off all electrical gas and water supplies at the mains other than those supplies connected to automatic sprinkler installations or isolated electrical circuits to lighting and alarm systems which remain in operation for security or fire protection purposes

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

- (b) drain down all water tanks, apparatus, pipes and heating systems (other than those connected to automatic sprinkler installations)
- (c) take all reasonable precautions to ensure that Buildings are secure against entry by intruders including:
 - (i) securely lock and fasten all doors and windows
 - (ii) seal any letter boxes
 - (iii) set all security and alarm protections in full operation and ensure that the protections are in proper working order
- (d) remove all waste and obsolete combustible materials from either within or outside the buildings at the Premises
- (e) inspect (or arrange for an authorised representative to inspect) the Buildings both internally and externally at least once every 7 days for the purposes of insuring that:
 - (i) no deterioration in the condition or state of repair of the Buildings has occurred
 - (ii) all physical security and alarm protection systems remain in full operation and a record of each inspection is kept (which must be available to the Company on request) and any deterioration or defects in the physical security and alarm protections systems are rectified remedied or repaired immediately
- (f) remove from the site temporary Buildings and skips not in regular use
- (g) drain and purge all tanks and pressure vessels containing combustible fuels or Liquefied Petroleum Gas (LPG)
- (h) maintain perimeter fence integrity and security
- (i) notify the Company immediately if the Buildings and/or the Premises are to be occupied by contractors for renovation, alteration or conversion purposes
- (j) complete any risk improvements put forward by the Company within the timescales specified by the Company.

The Company will notify the Insured of any other terms and conditions to apply to such Unoccupied Buildings.

**BUSINESS INTERRUPTION SECTION
DEFINITIONS**

1. **Business Interruption** means 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** means the amount declared by the Insured to the Company (and as stated in the Specification) 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. **Maximum Indemnity Period** as set out in the Specification.

4. **Indemnity Period** means the period beginning with the occurrence of the Damage and ending not later than the Maximum Indemnity Period thereafter during which the results of the business will be affected in consequence of the Damage.

5. **Uninsured Working Expenses** means purchases less discounts received, discounts allowed, bad debts and any other expenses specified by Endorsement. The words and expressions used in this definition will have the meaning usually attached to them in the books and accounts of the Insured.

**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 is 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 will be in force an insurance covering the interest of the Insured in the property at the Premises against such Damage and that:
 - (a) payment will have been made or liability admitted in respect of such damage, or
 - (b) payment would have been made or liability admitted except 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 will 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 will have agreed to reinstate any such Sum Insured (or Limit).

**BUSINESS INTERRUPTION SECTION
EXTENSIONS**

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

1. Alternative Premises

If, during the Indemnity Period, goods will be sold or services will be rendered elsewhere than at money paid or payable in respect of such sales or services will 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 Material Damage/Business Interruption/Money Section Condition 1 Claims Condition, 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 will 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 means 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

The Sum Insured shown against any item under this Section will not be reduced by the amount of any loss provided the Insured undertakes to pay the appropriate extra premium on the amount of the loss from the date of that loss to the date of the expiry of the Period of Insurance.

**BUSINESS INTERRUPTION SECTION
EXTENSIONS
CONTINUED**

6. Notifiable Disease

The insurance by this Policy will extend to include loss resulting from interruption or interference with the Business carried on by the Insured at the Premises in consequence of:

1. (i) any occurrence of a Notifiable Disease (as defined below) at the Premises or attributable to food or drink supplied from the Premises
(ii) any discovery of an organism at the Premises likely to result in the occurrence of a Notifiable Disease
2. the discovery of vermin or pests at the Premises
3. any accident causing defect in the drains or other sanitary arrangements at the Premises

which causes restrictions on the use of the Premises on the order or advice of the competent authority

4. any occurrence of murder or suicide at the Premises

Special Conditions

(a) Notifiable Disease means illness sustained by any person resulting from:

- (i) food or drink poisoning or
- (ii) any human infectious or human contagious disease (excluding Acquired Immune Deficiency Syndrome (AIDS)) an outbreak of which the competent authority has stipulated will be notified to them.

(b) For the purposes of this Extension:

Indemnity Period means the period during which the results of the Business will be affected in consequence of the occurrence, discovery or accident, beginning:

- (i) in the case of 1, 2 and 3 above with the date from which the restrictions on the Premises are applied or
- (ii) in the case of 4 above with the date of the occurrence

and ending not later than the Maximum Indemnity Period thereafter.

Maximum Indemnity Period means 3 months.

Premises will only mean those locations stated in the Premises definition; In the event that the policy includes an extension which deems loss destruction or damage at other locations to be an incident such extension will not apply to this Extension.

**BUSINESS INTERRUPTION SECTION
EXTENSIONS
CONTINUED**

- (c) The Company will not be liable for any costs incurred in the cleaning, repair, replacement, recall or checking of property.
- (d) The Company will only be liable for the loss arising at those Premises which are directly affected by the occurrence discovery or accident.

The liability of the Company will not exceed €250,000 in respect of any one occurrence or €250,000 in any one Period of Insurance.

7. Prevention of Access

Loss as insured by this Section resulting from interruption of or interference with the Business in consequence of Damage by an insured Defined Peril to property as undernoted will be deemed to be loss resulting from damage to property used by the Insured at the Premises, provided that after the application of all other terms, Conditions and provisions of the policy the liability under this Extension in respect of any one occurrence or in any one Period of Insurance will not exceed €250,000.

Property in the immediate vicinity (meaning within 1.5 kilometres) of the Premises destruction of or damage to which will prevent or hinder the use of the Premises or access thereto whether the Premises or Property of the Insured within will be damaged or not.

8. Public Utilities

Loss as insured by this Section resulting from interruption of or interference with the Business in consequence of Damage by an insured Defined Peril at the under noted situations or to the property as under noted within the Territorial Limits will be deemed to be loss resulting from Damage to Property Insured used by the Insured at the Premises provided that after the application of all other terms and conditions and provisions of the Policy the liability of the Company under this Extension in respect of any one occurrence or in any one Period of Insurance will not exceed €250,000.

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 or pumping station of the public water supply undertaking
- (d) land based premises of the public telecommunications supplier

from which the Insured obtains electricity, gas, water or telecommunications services.

**BUSINESS INTERRUPTION SECTION
EXTENSIONS
CONTINUED**

9. Public Relations Expenses

In the event of Business Interruption at the Premises cover extends to include the additional expenditure necessarily and reasonably incurred with the agreement of the Company during the Indemnity Period of employing suitable public relations personnel to deal with press and public announcements and other activities, provided that:

- (a) the Maximum Indemnity Period in respect of this Extension will not exceed 3 months
- (b) the Company will not be liable for more than €10,000 in respect of any one occurrence.

10. Outstanding Debit Balances

Loss sustained by the Insured in respect of Outstanding Debit Balances directly due to Damage by an insured Defined Peril and the amount payable in respect of any one occurrence of Damage shall not exceed:

- (a) The difference between:
 - (i) the Outstanding Debit Balances and
 - (ii) the total of the amounts received or traced in respect thereof
- (b) The additional expenditure incurred with the previous consent of the Company in tracing and establishing customers' debit balances after the damage

Provided that the Company's maximum liability is €50,000 for any one occurrence

For the purpose of this Extension Outstanding Debit Balances is defined as:

The total declared in the last statement of accounts adjusted for all of the following:

- (i) bad debts
- (ii) amounts debited (or invoiced but not debited) and credited (including credit notes and cash not passed through the books at the time of the damage) to customers' accounts in the period between the date to which said last statement relates and the date of the damage,
- (iii) any abnormal condition of trade which had or could have had a material effect on the business,

so that the figures thus adjusted will represent as nearly as reasonably practicable those which would have obtained at the date of the damage had the damage not occurred.

It is warranted that the Insured's books of accounts or other business books or records in which customers' account are shown will be kept in fire resisting safes or fire resisting cabinets when not in use.

**BUSINESS INTERRUPTION SECTION
EXCLUSIONS**

1. Loss resulting from pollution or contamination but this will 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 (excluding Defined Peril L. Accidental Damage) hereby insured against
 - (b) any Defined Peril (excluding Defined Peril L. Accidental Damage) hereby insured against which itself results from pollution or contamination.
2. Any loss, damage, cost or expense of any 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.

This Exclusion will not apply to such loss, alteration, damage or reduction in functionality, availability or operation caused by a Defined Peril (excluding Defined Peril L. Accidental Damage and Defined Perils D - Riot/Malicious Damage) as specified in the Schedule and/or Specification as applicable.

**BUSINESS INTERRUPTION SECTION
CONDITIONS**

1. Value Added Tax

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

2. Current Cost Accounting

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

3. Renewal Clause

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

**MONEY SECTION
DEFINITIONS**

1. **Money** means 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 the Insured or for which the Insured are legally responsible and pertaining to the Business.
2. **Business Hours** means 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** means Money as defined and clothing and personal effects of the Insured and any Insured Person.
4. **Insured Person** means the Insured or any director partner or employee of the Insured aged 16 and over.
5. **Damage** means direct physical loss or destruction of or damage to the Property Insured, and the word Damaged will be interpreted accordingly.
6. **Premises** means the location of Property Insured as stated in the Schedule.

**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 below:

<u>Situation and Circumstances Item</u>	Limit of Indemnity
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 unspecified locked safes or strong rooms	€1,500 in total
(b) in Specified locked safes or strong rooms	Refer Schedule
(c) not in locked safe or strong room	Refer Schedule
3. Money in the Insured's residence or that of any authorised employee	Refer Schedule
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	Refer Schedule
5. Damage to safes or strong rooms (limited to the cost of repair or replacement of the safe or strong room to a condition or quality that applied at the time of the happening of the Damage) but not limited in all to a sum not exceeding	€10,000
6. Money whilst in the personal custody of authorised employees or whilst contained in hotel safes on behalf of such authorised employees	Refer Schedule

**MONEY SECTION
INSURING CLAUSE
CONTINUED**

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

- (a) for transit of amounts up to €4,000 all carryings be made by an able bodied adult person
- (b) for transits of amounts over €4,000 and up to €8,000 all carryings to be made by two able bodied adult persons
- (c) for transits of amounts over €8,000 and up to €15,000 all carryings to be made by three able bodied adult persons
- (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 will not be left in unattended vehicles
- (f) journeys in excess of one kilometre must be undertaken in a motor 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 will sustain bodily injury or will 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 - €15,000

**MONEY SECTION
INSURING CLAUSE
CONTINUED**

3. Total disablement from engaging in or giving attention to profession, business or occupation – compensation at the rate of €85 per week
4. Vouched medical expenses incurred by the Insured as a result of bodily injury following assault up to a limit of €500
5. Damage to clothing or personal effects of the Insured Person up to a limit of €650

Provided that

1. After injury the Insured Person will act upon medical advice and, if so required, submit to medical examination at the expense of the Company
2. Benefit will 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 established
 - (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 will 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 will attach to the Company in respect of the Insured Person concerned
4. The Company will 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, will not exceed €15,000.

**MONEY SECTION
EXCLUSIONS**

This Section does not cover

1. Loss or Damage:

- (a) arising from fraud or dishonesty of any employee, director or partner of the Insured, which is not discovered within 14 working days of its occurrence
- (b) arising from shortages due to error, omission or depreciation in value
- (c) of Money in vending or gaming machines in excess of €500
- (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

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

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. 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 will be deemed to include all lines and equipment used to transmit the signals to and from the Premises.

2. 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 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.

**MONEY SECTION
CONDITIONS
CONTINUED**

3. Automatic Teller Machine

A. In respect of automatic teller machines at the Premises for which the Insured is responsible which are back loaded from a secure cash office it is a condition precedent to the Company's liability for Damage that the Insured must ensure that:

- (a) outside of Business Hours all Money is removed from the ATM and placed in a locked safe, the make and model having been agreed with the Company
- (b) notices are displayed in prominent places stating that the ATM holds no Money when the Premises is closed.

B. In respect of all automatic teller machines at the Premises for which the Insured is responsible (other than as described in Paragraph A. above) it is a condition precedent to the Company's liability for Damage that the Insured must ensure that:

- (a) (i) the filling of the automatic teller machine (ATM)
and
(ii) removal of Money from the ATM

is carried on whilst the Premises are closed to all customers and no customers are left on the Premises

- (b) outside of Business Hours:
 - (i) all Money is removed from the ATM and placed in a locked safe, the make and model having been agreed with the Company
 - (ii) the door to the ATM and security container is left open
- (c) notices are displayed in prominent places stating that the ATM holds no Money when the Premises are closed.

4. Record of Money

It is a condition precedent to the Company's liability for Damage that the Insured must keep a complete record of all Money covered by this Section in a secure place other than in a safe or strong room containing Money.

**MATERIAL DAMAGE/BUSINESS INTERRUPTION/MONEY SECTIONS
EXCLUSIONS**

1. Damage or Business Interruption caused by or consisting of any fraudulent, criminal, wilful or dishonest act by the Insured or their representatives.

2. Damage directly or indirectly occasioned by happening through or in consequence of confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any Government or public or local authority.

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

1. Claims Condition

No claim under this Policy will be payable unless the terms of this Claims Condition have been complied with. Any payment on account of the claim already made will be repaid to the Company immediately.

On the discovery of any event which might give rise to a claim under this Policy the Insured must:

- (a) give immediate notice to the Company
- (b) give immediate notice to the Garda Síochána or other Police Authority in respect of:
 - (i) Damage by Theft (or attempted Theft)
 - (ii) Damage caused by malicious persons
 - (iii) loss of Money by any cause
- (c)
 - (i) deliver to the Company at the Insured's expense within 7 days of its happening full detail of loss, destruction or damage caused by Riot, Civil Commotion, Strikers, Locked-out workers or persons taking part in labour disturbances or Malicious Persons
 - (ii) at the Insured's own expense, within 30 days after the happening of Damage or within 30 days after the expiration of the Indemnity Period in the event of a claim under the Business Interruption Section or any further period as the Company may in writing allow, submit a claim in writing to the Company with detailed particulars, proofs, certificates or other documents as may reasonably be required, together with (if demanded) a statutory declaration of the truth of the claim and of any matters connected with that claim
- (d) deliver to the Company any 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 matter connected with it
- (e) take all reasonable steps to diminish or avoid the Damage, and to minimise any interruption or interference with the Business
- (f) give the Company every assistance and co-operation and comply with its reasonable requests
- (g) if required allow the Company take over any Damaged Building or other Property Insured for all reasonable purposes
- (h) not abandon property to the Company

The Company reserve the right to release claim payments on a phased basis as the agreed repair or reinstatement work is completed. Once the Company agree the work to be undertaken and the estimated cost of that work the Company will release a portion of the payment to enable the Insured to commence the repair or reinstatement work. The Company will release subsequent payment(s) to the Insured once final invoices/receipts are received and the Company are satisfied that the work has been completed and the repair costs have been incurred.

**MATERIAL DAMAGE/BUSINESS INTERRUPTION/MONEY SECTIONS
CONDITIONS
CONTINUED**

2. Alteration

This Policy will be avoided if after the commencement of this insurance if:

- (a) any alteration is made either to the Property Insured and/or the Premises and/or the Business whereby the risk of Damage or Business Interruption is increased; or
- (b) the Business is wound up or carried on by a liquidator or receiver or permanently discontinued or
- (c) the interest of the Insured ceases other than by death; or
- (d) in respect of subsidence ground heave or landslip if insured (applicable to Material Damage and Business Interruptions Sections only) - any building demolition or excavation work is carried out on any adjoining site

unless agreed to by the Company in writing.

3. 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 under Claims Condition 1 above for the purpose of investigating or verifying any claim under this Condition may be produced and certified by the Insured's Auditors, and their certificate will be prima facie evidence of the particulars and details to which the certificate relates.

4. Subrogation

Any claimant under this Policy will, 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.

5. Reinstatement

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

6. Contribution and Average

In respect of the Material Damage Section:

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 under this Condition will be limited to its rateable proportion of such Damage.

**MATERIAL DAMAGE/BUSINESS INTERRUPTION/MONEY SECTIONS
CONDITIONS
CONTINUED**

If any such other insurance will be subject to any Average (under-insurance) Condition, this Section will be subject to Average in like manner, if it is not already subject to any such Condition.

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 will be limited to that proportion of the Damage which the Sum Insured under this Section bears to the value of the Property Insured.

In respect of the Business Interruption and Money Sections

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 will be limited to its rateable proportion of the loss.

**EMPLOYERS/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 Insured
- (f) volunteer

while working for the Insured in the course of the Business.

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

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

4. Pollution or Contamination means:

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

5. 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.

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

7. 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.

8. 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 and 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.

**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 will become legally liable to pay for damages in respect of Bodily Injury to an Employee caused within the Territorial Limits during the Period of Insurance and arising out of and in the course of employment by the Insured in connection with the Business

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 including all Law Costs in respect of any one occurrence or all occurrences of a series consequent on one original cause will not exceed the Limit of Indemnity as stated in the Employers Liability section of the Schedule.

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

**EMPLOYERS LIABILITY SECTION
EXTENSIONS**

None of the under noted Extensions will operate to increase the liability of the Company beyond the Limits of Indemnity stated in the Schedule and each Extension is subject otherwise to the terms, Definitions, Exclusions and Conditions of this Section and this Policy

1. Indemnity to Other Parties

The indemnity provided by this Section will also apply:

- (a) to any Principal
- (b) in the event of the death of the Insured to the Insured's legal personal representatives
- (c) if the Insured so requests
 - (i) to an Employee or partner or director of the Insured
 - (ii) to 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

against legal liability as defined in the Insuring Clause and for which the Insured would have been entitled to indemnity had the claim been made against the Insured

Provided that:

each party will as though they were the Insured observe fulfil and be subject to the terms Definitions Exclusions and Conditions of this Section and this Policy.

2. Safety, Health and Welfare at Work Act 2005

In respect of any occurrence which may be the subject of indemnity under this Section 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. This includes legal costs and expenses incurred with the consent of the Company in an appeal against conviction arising from such proceedings

Provided that:

- (a) the Company will not be liable for the payment of fines or penalties
- (b) such persons are not entitled to indemnity under any other insurance policy.

**EMPLOYERS LIABILITY SECTION
EXTENSIONS
CONTINUED**

3. Court Attendance Compensation

In the event of an Employee or partner or director of the Insured attending court as a witness at the request of the Company in connection with a claim which is the subject of indemnity under this Section the Company will provide compensation to the Insured at the following rates for attendance at the court

- (a) any partner or director €500 per day
- (b) any Employee €250 per day.

4. Contractual Liability

The Company will indemnify the Insured against legal liability as defined in the Insuring Clause arising from liability assumed by the Insured under a contract or agreement provided that this Extension will:

- (a) apply where the sole conduct and control of claims is vested in the Company
- (b) not apply in respect of any agreement for or including performance of any work outside the Territorial Limits.

5. 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.

**EMPLOYERS 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.

**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 will become legally liable to pay for damages in respect 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 will not exceed the Limit of Indemnity as stated in the Public Liability section of the Schedule.

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

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.

In respect of all claims against the Insured made within the legal jurisdiction of the United States of America or Canada or 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 the Limit of Indemnity will be inclusive of all Law Costs.

**PUBLIC LIABILITY SECTION
EXTENSIONS**

None of the under noted Extensions will operate to increase the liability of the Company beyond the Limits of Indemnity stated in the Schedule and each Extension is subject otherwise to the terms, Definitions, Extensions, Exclusions and Conditions of this Section and this Policy.

1. Indemnity to Other Parties

The indemnity provided by this Section will also apply:

- (a) to any Principal
- (b) in the event of the death of the Insured to the Insured's legal personal representatives
- (c) if the Insured so requests
 - (i) to an Employee or partner or director of the Insured
 - (ii) to 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

against legal liability as defined in the Insuring Clause and for which the Insured would have been entitled to indemnity had the claim been made against the Insured

Provided that:

each party will as though they were the Insured observe fulfil and be subject to the terms, Definitions, Exclusions and Conditions of this Section and this Policy.

2. Safety, Health and Welfare at Work Act 2005

In respect of any occurrence which may be the subject of indemnity under this Section 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. This includes legal costs and expenses incurred with the consent of the Company in an appeal against conviction arising from such proceedings

Provided that:

- (a) the Company will not be liable for the payment of fines or penalties
- (b) such persons are not entitled to indemnity under any other insurance policy.

**PUBLIC LIABILITY SECTION
EXTENSIONS
CONTINUED**

3. Court Attendance Compensation

In the event of an Employee or partner or director of the Insured attending court as a witness at the request of the Company in connection with a claim which is the subject of indemnity under this Section the Company will provide compensation to the Insured at the following rates for attendance at the court

- (a) any partner or director €500 per day
- (b) any Employee €250 per day.

4. Contractual Liability

The Company will indemnify the Insured against legal liability as defined in the Insuring Clause arising from liability assumed by the Insured under a contract or agreement provided that this Extension will:

- (a) apply only where the sole conduct and control of claims is vested in the Company
- (b) not apply in respect of any agreement for or including the performance of any work outside the Territorial Limits.

5. 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 normally resident within the Territorial Limits.

6. 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.

**PUBLIC LIABILITY SECTION
EXTENSIONS
CONTINUED**

7. Motor Contingency

The Company will indemnify the Insured against legal liability as defined in the Insuring Clause arising out of the use in connection with the Business of a motor vehicle or trailer not the property of, nor driven by, nor provided by the Insured

Provided that:

- (a) the Insured will take all reasonable precautions to ensure that all vehicles or trailers are adequately insured by current motor insurance policies
- (b) the Company will not be liable for:
 - (i) liability arising out of such use in any country outside the Territorial Limits
 - (ii) liability incurred by any party other than the Insured named in the Schedule or an Employee of the Insured
 - (iii) loss of or damage to the vehicle or trailer or to property conveyed in or on the vehicle or trailer
 - (iv) liability arising in respect of any vehicle owned or driven by a person who, to the knowledge of the Insured or their representatives, does not hold a licence to drive nor has motor insurance as required by law.

8. Personal Liability

The Company will indemnify the Insured, or if the Insured so requests, any person specified in Extension 1 (c) or a member of their family, against legal liability as defined in the Insuring Clause incurred by such persons in a personal capacity in the course of any journey or temporary visit made in connection with the Business

Provided that:

- (a) the Company will not indemnify the Insured or any other person entitled to indemnity under this Extension in respect of:
 - (i) liability for which indemnity is provided by any other insurance policy
 - (ii) liability assumed under any contract or agreement
 - (iii) liability for loss of or damage to material property in the custody or control of any person entitled to indemnity under this Extension
 - (iv) liability caused by or arising from the ownership or occupation of land or buildings
 - (v) liability incurred by any person who is not normally resident within the Territorial Limits
- (b) any person entitled to indemnity under this Extension will observe, fulfil and be subject to the terms Exclusions and Conditions of this Policy as though they were the Insured.

**PUBLIC LIABILITY SECTION
EXTENSIONS
CONTINUED**

9. Data Protection

The Company will indemnify the Insured against legal liability for all sums which the Insured will become legally liable to pay as compensation under Sections 7, 21 and 22 of the Data Protection Acts 1988 and 2003 occurring during the Period of Insurance and arising out of and in the course of the Business

Provided that:

- (a) the Insured has registered in accordance with the said act or has applied for such registration which has not been refused or withdrawn
- (b) the total amount for all compensation payable will not exceed €250,000 in the aggregate in any one Period of Insurance
- (c) the Insured are not in business as a computer bureau
- (d) the Company will not indemnify the Insured in respect of:
 - (i) any damage or distress caused by or arising from any deliberate act by or omission of the Insured if the result thereof could reasonably have been expected having regard to the nature and circumstances of such act or omission
 - (ii) the costs of replacing, reinstating, rectifying or erasing any personal data
 - (iii) payment of fines or penalties
 - (iv) any damage or distress caused by or arising out of any act of fraud or dishonesty
 - (v) liability caused by or arising from the recording processing or provision of data for reward or to determine the financial status of any person.

10. 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 all costs and expenses, will not exceed
 - (i) €20,000 for any one incident
 - (ii) €100,000 in 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

**PUBLIC LIABILITY SECTION
EXTENSIONS
CONTINUED**

- (iii) acts, services or the performance of duties in connection with riots, civil commotion or mob actions in the control suppression or prevention of such activities

- (c) 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 will 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 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.

2. 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
 - (ii) the loading or unloading of such vehicle or trailer or the delivery or collection of goods to or from such vehicle or trailer

except where indemnity is provided by any other insurance or where compulsory insurance or security for such vehicle or trailer is required under any road traffic legislation
 - (b) aircraft or hovercraft
 - (c) watercraft other than hand propelled watercraft not exceeding eight metres in length.

3. 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.

4. 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.

5.
 - (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.

**PUBLIC LIABILITY SECTION
EXCLUSIONS
CONTINUED**

6. for Bodily Injury to an Employee.

7.

(a) for fines or penalties

(a) for punitive or exemplary damages

(b) for liquidated damages.

8. 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 will 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 will not exceed in the aggregate the amount stated in the Schedule as the Limit of Indemnity.

9. caused by or arising from the loss or alteration of, 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.

10. directly or indirectly caused by or arising from in consequence of or in any way involving asbestos.

This Exclusion will 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
(APPLICABLE ONLY IF SPECIFIED IN THE SCHEDULE)**

INSURING CLAUSE

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

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

occurring 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, including 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, will not exceed the Limit of Indemnity as stated in the Products Liability Section of the Schedule.

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

**PRODUCTS LIABILITY SECTION
EXTENSIONS**

None of the under noted Extensions will operate to increase the liability of the Company beyond the Limits of Indemnity stated in the Schedule and each Extension is subject otherwise to the terms, Definitions, Extensions, Exclusions and Conditions of this Section and this Policy

1. indemnity to Other Parties

The indemnity provided by this Section will also apply:

- (a) to any Principal
- (b) in the event of the death of the Insured to the Insured's legal personal representatives
- (c) if the Insured so requests
 - (i) to an Employee or partner or director of the Insured
 - (ii) to 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

against legal liability as defined in the Insuring Clause and for which the Insured would have been entitled to indemnity had the claim been made against the Insured

Provided that:

each party will as though they were the Insured observe fulfil and be subject to the terms Definitions Exclusions and Conditions of this Section and this Policy.

2. Safety, Health and Welfare at Work Act 2005

In respect of any occurrence which may be the subject of indemnity under this Section the Company will indemnify the Insured, or at the request of the Insured, an Employee or partner or director of the Insured against legal costs and expenses incurred in the defence of any criminal proceedings brought for a breach of the Safety, Health and Welfare at Work Act 2005 committed or alleged to have been committed during the Period of Insurance including legal costs and expenses incurred with the consent of the Company in an appeal against conviction arising from such proceedings.

Provided that:

- (a) the Company will not be liable for the payment of fines or penalties
- (b) such persons are not entitled to indemnity under any other insurance policy.

3. Court Attendance Compensation

In the event of an Employee or partner or director of the Insured attending court as a witness at the request of the Company in connection with a claim which is the subject of indemnity under this Section the Company will provide compensation to the Insured at the following rates for attendance at the court

**PRODUCTS LIABILITY SECTION
EXTENSIONS
CONTINUED**

- (a) any partner or director €500 per day
- (b) any Employee €250 per day.

4. Cross Liabilities

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

**PRODUCTS LIABILITY SECTION
EXCLUSIONS**

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

1. for loss of or damage to or for the cost of repairing, replacing, recalling, altering, removing or reinstating a Product.
2. caused by or arising from a Product which is for use in or supply to the United States of America or Canada.
3. caused by or arising from a Product which is for use in any aircraft, hovercraft, waterborne-craft or offshore-structure.
4. 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 Conditions 1 or 2 of the Employers/Public/Products Liability Sections Conditions.
5. 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.
6. for Bodily Injury to an Employee.
7.
 - (a) for fines or penalties
 - (b) for punitive or exemplary damages
 - (c) for liquidated damages.
8. 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 will 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 will not exceed in the aggregate the amount stated in the Schedule as the Limit of Indemnity.

**PRODUCTS LIABILITY SECTION
EXCLUSIONS
CONTINUED**

9. 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.

10. directly or indirectly caused by or arising from in consequence of or in any way involving asbestos

but this Exclusion will 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.

**EMPLOYERS/PUBLIC/PRODUCTS LIABILITY SECTIONS
CONDITIONS**

1. Alterations in Risk

If at any time anything will occur, or be done which materially affects or varies any aspects of the subject matter of this insurance the Insured will give immediate notice in writing to the Company.

2. Claims Conditions

- (a) In the event of an occurrence which may give rise to a claim for indemnity under this Policy, the Insured will 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 will 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 will be made or given by or on behalf of the Insured without the written consent of the Company. The Company will 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 will have full discretion in the conduct of any proceedings and in the settlement of any claim and the Insured will give all such information and assistance as the Company may require. The Company will 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 which are incurred prior to such payment.

3. Premium Adjustment

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

- (a) the Insured will 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 will 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 will differ from the estimate on which the Premium has been calculated, the difference in Premium will 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

**EMPLOYERS/PUBLIC/PRODUCTS LIABILITY SECTIONS
CONDITIONS
CONTINUED**

- (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 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.

4. 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 will apply in excess of and not as contributory with such other policy.

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 of Occurrence of the insured incident is during the Period of Insurance and within the Countries Covered;
- (b) any legal proceedings will be dealt with by a court, or other body which the Company agrees to, in the Countries Covered;
- (c) in civil claims Reasonable Prospects exist: and
- (d) the most the Company will pay in costs and expenses is no more than the amount the Company would have paid to a preferred law firm. This will vary depending on the type of claim, but the hourly amount the Company will pay a law firm will be included within the Standard Terms of Appointment. These will be provided to the Insured Person once the Company accepts their claim, if it is necessary to issue legal proceedings and the Insured Person chooses their own Appointed Representative rather than using a Preferred Law Firm. Where costs and expenses have not already been agreed with a Preferred Law Firm for the relevant claim type the Company will pay up to a maximum of €150 per hour

For all insured incidents, the Company will help in appealing or defending an appeal as long as the Insured Person informs the Company within the statutory time limits allowed that they want to appeal. Before the Company pays any Costs and Expenses for appeals, the Company must agree that Reasonable Prospects exist.

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 an enforcement of judgment to recover money and interest due to you after a successful claim under this policy, the Company must agree that Reasonable Prospects exist.

Where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages, the most the Company will pay in Costs and Expenses is the value of the likely award

For Sub-Section 2 (6) Legal Defence (attendance expenses) the maximum the Company will pay is the Insured Person's net salary or wages for the time that the Insured Person is absent from work less any amount the court pays.

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

The maximum liability of the Company will 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 Europa House, Harcourt Street, Dublin 2, D02 WR20 with registered office as DAS House, Quay Side, Temple Back, Bristol, BS1 6NH. Registered in England number 103274. Registered as a branch in Ireland under number 903779. DAS Legal Expenses Insurance Company Ltd is authorised by the Prudential Regulation Authority

LEGAL EXPENSES SECTION

INTRODUCTION CONTINUED

and regulated by the Financial Conduct Authority and the Prudential Regulation Authority of the United Kingdom and regulated by the Central Bank of Ireland for 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 : call operator charges may vary. 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 DAS 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 DAS.

The appointment of a solicitor from DAS' 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 person, company, firm or other legal entity named as the Insured in the Schedule and their directors partners managers employees and any other individuals declared to us by the Insured Person.

2. Appointed Representative means:

The Preferred Law Firm, 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 the event that leads to a claim. If there is more than one event arising at different times from the same originating cause, the date of occurrence is the date of the first of these events (this is the date the event happened, which may be before the date an Insured Person first became aware of it.)

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

(iii) For Sub-Section 5 Tax Protection

(1) the date when the Insured Person is notified in writing of the intention to carry out a Full Revenue Audit,

(2) and (3) the date when the relevant authority sends an assessment or written decision to the Insured Person following a Single Head Revenue Audit.

4. Costs and Expenses means:

(a) Legal Costs

All reasonable and necessary costs chargeable by the Appointed Representative agreed by the Company. 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

Costs reasonably incurred by the Appointed Representative in line with the Company's claims handling instructions.

(c) Attendance Expenses

In the event of the Insured Person's absence from work, attendance expenses to perform jury service or to attend any court or Workplace Relations Adjudication at the request of the Appointed Representative. The maximum the Company will pay is the Insured Person's net salary or wages for the time that the Insured Person is absent from work less any amount the Insured Person's employer has paid them, or the court or the Workplace Relations Commission, has paid or awarded them.

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;

**LEGAL EXPENSES SECTION DEFINITIONS
CONTINUED**

- (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. Countries Covered means:

- (a) For **Sub-Sections 2 Legal Defence** (excluding 2(4) (Statutory notice appeals), and **4(b) Bodily Injury**:

The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.

- (b) For all other insured incidents:

The Republic of Ireland.

7. Period of Insurance means:

The period for which the Company has agreed to cover the Insured Person.

8. Preferred Law Firm means:

A law firm the Company chooses to provide legal or other services. These legal specialists are chosen as they have the proven expertise to deal with the Insured Person's claim and must comply with the Company's agreed service standard levels, which DAS audit regularly. They are appointed according to Standard Terms of Appointment.

9. Reasonable Prospects means:

- (a) For civil cases, the prospects that the Insured Person will recover losses or damages or a reduction in tax or Pay Related Social Insurance Contribution liabilities (or obtain any other legal remedy which the Company have agreed to, including an enforcement of judgement), or make a successful defence, must be at least 51%. The Company, or a preferred law firm on the Company's behalf, will assess whether there are Reasonable Prospects.
- (b) For criminal cases there is no requirement for there to be prospects of a successful outcome.
- (c) For all civil and criminal appeals, the prospects of a successful outcome must be at least 51%.

**LEGAL EXPENSES SECTION DEFINITIONS
CONTINUED**

10. Full Revenue Audit means:

An extensive examination by the Revenue Commissioner which considers all aspects of the Insured Person's tax affairs excluding those audits which are limited to one or more specific aspects of the Insured Person's self-assessment and / or corporation tax return and also excluding any reviews conducted by the Revenue Commissioners as part of its review programmes.

11. Single Head Revenue Audit means:

An examination by the Revenue Commissioners which considers one specific aspect of the Insured Person's self-assessment and / or corporation tax return. This includes a standalone VAT, PAYE/PRSI/USC Single Head Audit.

12. Standard Terms of Appointment means:

The terms and conditions (including the amount the Company will pay to an Appointed Representative) that apply to the relevant type of claim, which could include a no win, no fee agreement.

13. injuriesBoard.ie (IB) means:

An independent statutory government body which assesses the amount of compensation due to a person who has suffered a personal injury.

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

1. Employment Disputes Insuring Clause

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

- (a) prior to proceedings being issued before a Workplace Relations Adjudicator, court or tribunal after the Insured Person has dismissed an Employee; or
- (b) in legal proceedings in respect of any dispute with:
 - (i) 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 Person; or
 - (ii) 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 Person in respect of

- (a) Any claim for damages for Bodily Injury, including stress, bullying and harassment claims and breach of employment contracts claims brought as part of the same set of proceedings before the court, or loss of or damage to property.
- (b) Employee internal disciplinary or grievance procedures.
- (c) 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.
- (d) Any claim arising from or relating to the collective bargaining of terms and conditions of employment brought under the Industrial Relations Acts or any amending legislation.

2. Employment Financial Compensation Awards Insuring Clause

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

- (a) In cases relating to performance, grievance or conduct of an employee, the Insured Person has throughout sought and followed advice from the Company's Legal Advice Service.
- (b) For compensation following the Insured Person's breach of statutory duty under employment law, the Insured Person has, at all times, asked for and followed advice from the Company's legal advice service since the date when the Insured Person should have known about the employment dispute.
- (c) For any compensation award for redundancy or alleged redundancy or unfair selection for redundancy, the Insured Person has sought and followed advice from the Company's legal advice service before serving a notice for redundancy.
- (d) The compensation is awarded by a Workplace Relations Adjudicator, Employment Appeals Tribunal or the Labour Court under a judgment made after hearing a full argument and otherwise

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

than by agreement or default, or is paid under a settlement the Company has approved in writing beforehand.

- (e) The total of the compensation payable by the Company will not be more than €1,500,000 in any one Period of Insurance.

Exclusions

The Company will not indemnify the Insured Person in respect of

1. Any financial compensation relating to:
 - (a) trade-union activities, trade union membership or non-membership, industrial or labour arbitration, collective bargaining agreements, trade union recognition or matters concerning European Work Councils;
 - (b) pregnancy or maternity rights, paternity, parental or adoptive 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;
 - (e) health and safety related dismissals or any other claims brought under Section 27, or alleged contravention of Section 27, of the Health Safety and Welfare at Work Act 2005.
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 employment financial compensation award or increase in employment financial compensation award relating to failure to comply with a current or previous recommendation made by the Workplace Relations Commission, the Labour Court or a tribunal, including non-compliance with a reinstatement or re-engagement order.
5. Any claim in respect of Equal Status legislation.
6. Claims under the Organisation of Working time Act where the Insured Person has failed to maintain adequate working time records.

LEGAL EXPENSES SECTION SUB-SECTION 2 LEGAL DEFENCE

Legal Defence Insuring Clause

If the Insured Person asks, the Company will:

1. Defend the Insured Person's legal rights:
 - (a) prior to the issue of legal proceedings when dealing with the Gardaí; or Health and Safety Authority and/or the Health Service Executive where 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 Person's legal rights following civil action taken against the Insured Person 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 legal rights if civil action is taken against them as a trustee of a pension fund set up for the benefit of the Insured Person'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 Person's business.
5. (a) Represent the Insured Person if the Insured Person appeals because the Data Protection commissioner refuses the Insured Person's application for registration; and
(b) defend the Insured Person's legal rights following an event which leads to the Insured Person being prosecuted in a court of criminal jurisdiction arising from the controlling, processing, disclosing and storing of data pursuant to the Data Protection Act 1988 and Data Protection (Amendment) Act 2003.
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 Countries Covered will include any place where the act applies.

In respect of (5) (b) above, the Insured Person must have been registered with the Data Protection Commissioner before any event giving rise to a claim occurred.

Exclusions

The Company will not indemnify the Insured Person in respect of

- (1) Any claim which leads to the Insured Person being prosecuted for infringement of road traffic laws or regulations in connection with ownership, driving or use of a motor vehicle.
- (2) An appeal against the imposition or terms of any Statutory Notice issued in connection with the Insured Person's licence.
- (3) A Statutory Notice issued in connection with the Insured Person's regulatory or governing body.
- (4) Any claim relating to an Insured Person being investigated, charged, or prosecuted in a criminal court, in respect of any alleged actual or attempted conduct or contact of a sexual nature, including but not limited to, conduct or contact involving sexual gratification, discrimination, coercion, harassment or pressure of any kind.

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

Contracts Disputes Insuring Clause

The Company will negotiate for the Insured Person's legal rights in a contractual dispute arising from an agreement or alleged agreement which has been entered into by or on behalf of the Insured Person 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 Person, 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 Person 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 Person other than agreements relating to the sale of motor vehicles where the Insured Person 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 Person
- (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 Person'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**

(1) Property Protection Insuring Clause

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

- (a) any event which causes physical damage to such material property; or
- (b) a legal nuisance (meaning any unlawful interference with the Insured Person's use or enjoyment of their land, or some right over, or in connection with it); or
- (c) a trespass.

Please note that the Insured Person must have established the legal ownership or right to the land that is the subject to the dispute

Exclusions

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

- (a) A contract entered into by the Insured Person;
- (b) Goods in transit or goods lent or hired out;
- (c) Goods at premises other than those premises the Insured Person occupies unless the goods are at the premises for the purpose of installations or to be used in work the Insured Person carries out;
- (d) Mining subsidence;
- (e) Defending the Insured Person's legal rights other than in defending a counter-claim;
- (f) A motor vehicle owned or used by, or hired or leased to an Insured Person other than damage to motor vehicles where the Insured Person is involved in selling motor vehicles;
- (g) The enforcement of a covenant by or against the Insured Person.

(2) Bodily Injury Insuring Clause

If the Insured Person 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. This includes assisting the Insured Person (and family member if applicable) through the claims and legal advice service to register their claim with the InjuriesBoard.ie (IB).

Exclusions

The Company will not indemnify the 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;
- (b) Defending an Insured Person's or their family members' legal rights other than in defending a counter-claim;

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

- (c) A motor vehicle owned or used by, or hired or leased to an Insured Person or their family members;
 - (d) Clinical negligence;
 - (e) Psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused physical bodily injury.
- (2)** The cost of obtaining a medical report when registering a claim with the InjuriesBoard.ie (IB)

LEGAL EXPENSES SECTION SUB-SECTION 5 - TAX PROTECTION

(1) Revenue Audits Insuring Clause

The Company will negotiate on the Insured Person's behalf and represent the Insured Person in any appeal proceedings in respect of a Full Revenue Audit carried out by the Revenue Commissioners into the Insured Person's business accounts, and represent the Insured Person in any subsequent appeal proceedings following the Full Revenue Audit;

(2) Employers' Compliance Insuring Clause

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

(3) VAT Disputes Insuring Clause

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

Provided that

- (a) for all insured incidents, the Insured Person 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.
- (b) the Insured Person and the Appointed Representative must adhere to the Company's instructions for handling claims throughout the claim.

Please note the Company will only cover tax claims which arise in direct connection with the activities of the business and does not cover an Insured Person's interest in any other business, commercial enterprise, trade or profession

Exclusions

The Company will not indemnify the Insured Person in respect of

- (1)** Any claim arising from a tax avoidance scheme.
- (2)** Any claim caused by the Insured Person's failure to register for Value Added Tax.
- (3)** Any claim involving the Revenue Commissioners looking into the Insured Person's alleged dishonesty or criminal activities.
- (4)** Tax claims which do not directly arise in connection with the activities of the Business.
- (5)** A Single Head Revenue Audit in respect of Value Added Tax, Pay as Earn/Social Insurance Contribution Regulations/Universal Social Charge.
- (6)** Reviews conducted by the Revenue Commissioners as part of its review programmes.

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

HOW WE DEAL WITH TAX PROTECTION CLAIMS

The Company's claims handling instructions for the Insured Person are detailed on this policy document under the heading Conditions Precedent to Tax Protection Claims.
The claims handling instructions for the Appointed Representative are in a document called 'Procedure for Appointed Representatives when dealing with Tax Protection claims'. This document is available at www.allianz.ie/das.

LEGAL EXPENSES SECTION EXCLUSIONS

The Company will not indemnify the 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** and **Sub-Section 2 Legal Defence (5) (b)**.
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 Person.
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 Conditions 7.
8. Any claim relating to a shareholding or partnership share in the Insured Persons' business.
9. Costs and expenses arising from or relating to judicial review, coroner's inquest, fatal accident inquiry or injunctions.
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 Person is bankrupt or have filed a bankruptcy petition or winding-up petition, have made an arrangement with the Insured Person's creditors, have entered into a deed of arrangement, are in liquidation, or part or all of the Insured Person's affairs or property are in the care or control of a receiver or administrator.
12. Any claim relating to written or verbal remarks that damage the Insured Person's reputation.
13. Any claim directly or indirectly caused by or resulting from any device failing to recognise, interpret or process any date as its true calendar date.
14. Costs and expenses arising from or relating to an insured incident also covered by another policy where the claim under this policy is for the excess applied under the other policy.

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. The Company:
 - (a) 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) 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. If the Insured Person chooses a law firm as their appointed representative who is not a preferred law firm, the Company will give the Insured Person's choice of law firm the opportunity to act on the same terms as a preferred law firm. However if they refuse to act on this basis, the most the Company will pay is the hourly amount the Company would have paid if they had agreed to the Standard Terms of Appointment and, in those circumstances, the Insured Person would be liable for costs and expenses which exceed those included within the Standard Terms of Appointment. These will be provided to the Insured Person once the Company accept the Insured Person's claim, if it is necessary to issue legal proceedings and the Insured Person selects their own appointed representative rather than using a preferred law firm. Where costs and expenses have not already been agreed with a preferred law firm for the relevant claim type, the Company will pay up to a maximum of €150 per hour.
 - (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. 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.

**LEGAL EXPENSES SECTION CONDITIONS
CONTINUED**

- (a) If an Insured Person does not accept a reasonable offer to settle a claim, the Company may refuse to pay further Costs and Expenses.
 - (b) 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. In these circumstances the Insured Person must allow the Company to take over and pursue or settle a claim in the Insured Person's name. The Insured Person must allow the Company to pursue at its own expense and for its benefit, any claim for compensation against any other person and the Insured Person must give the Company all the information and help they need to do so.
4. If the Company asks:
- (a) 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. If during the course of a claim Reasonable Prospects no longer exist the cover the Company provides will end at once. The Company will pay any costs and expenses they have agreed to, up to the date cover was withdrawn.
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 Person to get an opinion from Counsel as to how successful a claim or proceedings will be (the Insured Person 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 may record all calls to the Helpline Services other than those to the counselling service.

Commercial Legal Advice

The Company will give the Insured Person 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 : call operator charges may vary.

Wherever possible the Legal Advice helpline aims to provide immediate advice from a qualified legal advisor.

However if this is not possible they will arrange a call back at a time to suit you.

The Company's legal advisors provide advice on the laws of the Republic of Ireland 24 hours a day, 7 days a week, 365 days a year. Where advice is sought in an area of law beyond this jurisdiction or in respect of very specialist matters, the Company will refer the Insured Person to one of the Company's specialist advisors. This will include certain areas of law for Scotland and Northern Ireland.

Specialist advice is provided 9am - 5pm, Monday to Friday, excluding public and bank holidays. If calls are made outside these times, the Company will call you back.

Counselling

The Company will give the Insured Person'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 : call operator charges may vary. These calls are not recorded.

Health & Medical Information Service

The Company will give the Insured Person 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 : call operator charges may vary.

Health and medical information is provided by qualified nurses 9am - 5pm, Monday to Friday, excluding public and bank holidays.

If calls are made outside these times, a message will be taken and a return call arranged within the operating hours.

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.

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/das. From the home page click on the Employment Manual icon and enter the following user Id. and password - user Id: Allianz Password: brutha4r

CONDITIONS PRECEDENT TO TAX PROTECTION CLAIMS

**HOW THE COMPANY DEAL WITH TAX PROTECTION CLAIMS UNDER YOUR
COMMERCIAL LEGAL PROTECTION POLICY**

(A Step By Step Guide to Your Tax Claim)

The Insured Person's business is required by law to submit accounts and pay tax to the Revenue Commissioners. This policy will pay the Insured Person's Accountant's Costs as specified in the policy schedule if the Revenue Commissioners carry out a Full Revenue Audit of the Insured Person's business accounts provided that these guidelines are followed.

Please Note:

Single Head Revenue Audits in respect of VAT, PAYE or Social Insurance Regulations are not covered under this policy.

Notifying the Company of the Insured Person's claim:

1. If the Insured Person receives notification from the Revenue Commissioners, the Insured Person or Insured Person's accountant can contact the Company by phone on 01 670 7470. The Company can send the Insured Person a claim form and give the Insured Person advice about how to make the claim. The Company cannot confirm cover for the Insured Person's claim over the phone.
2. When the Company receives the information needed to help the Insured Person with their claim the company will appoint an accountant to act for the Insured Person. If the Insured Person wishes the Company to appoint their own accountant the Insured Person must send the Company the person's name and address when the Insured Person send the Company the completed claim form. The accountant appointed by the Company to act for the Insured Person is referred to as the Appointed Representative in your policy and in the guidelines below. The Company will not pay for any Accountant's Costs that have been incurred for work carried out before the Company has accepted your claim.

Handling the Insured Person's claim:

1. Tax Protection covers the cost of representing the Insured Person in a Full Revenue Audit and in any appeal proceedings in respect of a Revenue Audit as specified in the policy schedule.
2. Once the Company has accepted your claim and has arranged for an Appointed Representative to deal with it the Company will agree with the Appointed Representative what work is to be carried out on your behalf and the fees that are to be covered under your policy. If it is not possible to agree a budget with the Appointed Representative, the Company reserve the right to limit the sum payable under the policy to an amount that is necessary and reasonable in the circumstances.
3. The Revenue Commissioners will request information about your accounts. The Appointed Representative will prepare this information. They may also be required to meet with the Revenue. Your policy will cover the cost of any necessary meetings provided that the Company have consented to your accountant attending. If it is not possible to negotiate a settlement with the Revenue Commissioners and you wish to appeal against the tax demanded the Company will pay for the Appointed Representative to represent you in appeal proceedings provided that Reasonable Prospects exist.
4. If at any time during the Full Revenue Audit the level of fees that the Company has agreed with the Appointed Representative is expected to change the Company must be informed of any additional work considered necessary and agree in advance any additional fees to be paid under your policy.

WHEN THE COMPANY CANNOT HELP

1. Please note it is a condition of your policy that the Insured Person has taken reasonable care to ensure all returns are complete and correct and are submitted within the statutory time limits allowed.
2. If the Appointed Representative has to carry out routine accounting or corrective work you will need to pay any fees for this out of your own funds. It is not normally considered appropriate for accountants to carry out review work on records prior to submission to the Revenue Commissioners but if the Appointed Representative considers this is necessary the Company will pay the cost of this provided that the Company has consented to the work being carried out.
3. The Company will not pay costs that have been incurred because the Appointed Representative has failed to follow the procedures the Company has specified or has charged fees that the Company has not agreed to pay.
4. Please note the exclusions on your policy in relation to dishonesty, and all other terms and conditions applying to the policy.

Settling the Insured Person's claim:

1. The Company will tell the Appointed Representative about how it will settle their invoice when the audit has been completed.

OTHER TYPES OF TAX PROTECTION CLAIMS

Disputes arising from Employers' compliance with PAYE or PRSI contributions following a Single Head Revenue Audit by the Revenue Commissioners or Department of Social Community and Family Affairs; and appeals in relation to VAT assessments are also covered by your Commercial Legal Protection policy.

If you need to notify the Company of a claim that arises from either of these circumstances please follow the instructions outlined in **(1)** and **(2)** above 'Notifying the Company of the Insured Person's claim'. The Company will adopt a similar approach when dealing with these claims as for Revenue Audits (refer to paragraphs **(1)** to **(4)** above 'Handling the Insured Person's claim') although the actual work carried out by the Appointed Representative will differ. Please note the Company cannot cover disputes with the Revenue Commissioners that result from your failure to register your business for VAT.

GENERAL POLICY EXCLUSIONS

The Company will not indemnify the Insured in respect of:

1.

- (a) loss, 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 from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
 - (ii) the radioactive toxic explosive or other hazardous or contaminating properties of any nuclear installation reactor or other nuclear assembly or nuclear component thereof
 - (iii) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
 - (iv) the radioactive toxic explosive or other hazardous or contaminating properties of any radioactive matter

The exclusion in this sub-clause (iv) does not extend to radioactive isotopes other than nuclear fuel or nuclear waste when such isotopes are on the property insured and are being prepared stored or used in the normal course of operations by the Insured for the commercial agricultural medical scientific or other similar peaceful purposes for which they were intended.

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 will be upon the Insured.

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

**GENERAL POLICY EXCLUSIONS
CONTINUED**

3. costs or expenses directly or indirectly caused by, consisting of, arising from or connected with the failure or inconsistency in performance or function of any equipment, whether the property of the Insured or not to
- (a) correctly recognise or establish any date as its true calendar date
 - (b) 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) 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 will not exclude subsequent Damage, 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 workers, persons taking part in labour disturbances, malicious persons, earthquake, subterranean fire, storm, tempest, flood, escape of water from any tank apparatus or pipe, sprinkler leakage, impact by any vehicle (or goods falling therefrom) or animal.

Note: This exclusion does not apply to any Employers Liability cover provided by the Policy.

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

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

GENERAL POLICY CONDITIONS

1. 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 or any other indemnified party will be conditions precedent to any liability of the Company to make any payment under this Policy.

2. Non-Disclosure

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

3. Reasonable Precautions

While this Policy is in force the Insured must:

- (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) exercise reasonable care in the selection and supervision of steady and competent employees
- (d) take all reasonable steps to comply with all applicable laws, statutory enactments or local authority bye-laws, regulations, obligations and requirements.

4. Fraud

If any claim under this Policy be in any respect fraudulent or if any fraudulent means or devices be used by the Insured or anyone acting on the Insured's behalf to obtain any benefit under this Policy or if any Damage be occasioned by the Insured's wilful act or with the Insured's connivance all benefit under this Policy will be forfeited.

5. Cancellation

- (a) The Company may cancel this Policy at any time by giving 7 days notice by issuing a written notice to the last known address of the Insured and this cancellation will be effective from midnight on the seventh day immediately following the date of the written notice. In such case the Insured will be entitled to the return of a proportionate part of the Premium in respect of the un-expired Period of Insurance subject to the retention by the Company of the 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 will be adjusted in accordance with any Premium Adjustment Conditions.
- (b) Without prejudice to the generality of General Condition 5 (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 written notice to the last known address of the Insured and this cancellation will be effective from midnight on the seventh day immediately following the date of the written notice. The Company will be entitled to payment of the Premium proportionate to the Period of Insurance.

**GENERAL POLICY CONDITIONS
CONTINUED**

6. Arbitration

All differences arising out of this Policy will 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 will 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 will be deemed to have been abandoned.

7. Insurance Act

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

8. Survey and Risk Requirements Condition

Survey

Where a survey has been conducted and in the event that this survey should show that the risk or any part of it is not satisfactory in the opinion of the Company then the Company reserves the right to:

- (a) alter the premium or terms and Conditions
- (b) exercise their right to cancel the Policy
- (c) leave the premium or terms and Conditions unaltered

The Company will advise the Insured or the Insured's insurance intermediary of their decision and the effective date of such decision.

Risk Requirements

It is a condition precedent to the liability of the Company that the Insured must comply with all survey risk requirements required by the Company within completion timescales specified by the Company.

In the event that a risk requirement is not completed within the completion timescales specified by the Company then the Company reserves the right to:

- (a) alter the premium or terms and Conditions
- (b) exercise their right to cancel the Policy
- (c) leave the premium or terms and Conditions unaltered

The Company will advise the Insured or the Insured's insurance intermediary of their decision which will be effective either from the expiry of any time period specified by the Company for completion or any other period specified by the Company.

The above conditions do not affect the right of the Company to void the Policy if they discover information material to their acceptance of the risk.

**GENERAL POLICY CONDITIONS
CONTINUED**

Except in so far as they are expressly changed by this Condition all of the terms Conditions Exclusions and limits of this Policy and of the Sections of the Policy will continue to apply until advised by the Company.