

Securus Insurance Ltd

Residential Unoccupied Property Wording

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Introduction

This policy wording, **schedule** and any **endorsement** applying to **this** policy forms insurance document. This document sets out the terms and conditions of the contract of insurance between **you** and **us**. **You** should read this document in full and keep it in a safe place.

In return for payment of the premium shown in the **schedule**, **we** agree to insure **you**, subject to the terms and conditions contained in or endorsed on this policy, against loss or **damage you** sustain or legal liability **you** incur for accidents happening at the **premises** during the **period of insurance** shown in the **schedule**.

When drawing up this policy, **we** have relied on the information and statements which **you** have provided in the proposal form or statement of fact.

The insurance relates ONLY to those sections of the policy which are shown in the schedule as being insured.

All Sections are underwritten by Scor Managing Agency Ltd, company number 08614385, whose registered office is 10 Lime Street, London, EC3M 7AA and which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

The written authority (which is shown in the **schedule**) allows **Securus Insurance Ltd** to sign and issue this policy on behalf of **us**.

This policy wording does have certain general conditions and exclusions, that may not be found in a standard insurance policy wording.

Please read the whole document carefully. It is arranged in different sections. It is important that;

- **you** are clear which sections **you** have requested and want to be included;
- **you** understand what each section covers and does not cover;
- **you** understand **your** own duties under each section and under the insurance as a whole.
- **you** check that the information **you** have given **us** is complete and accurate and not misleading or untrue.

You are advised to keep copies of documents sent to or received from **us** for **your** own protection.

Please contact **Securus Insurance Ltd** as soon as reasonably practicable if this document is not correct or if **you** would like to ask any questions.

This policy is designed to insure **your property** against loss or **damage** as a result of the named **insured** events in this wording. It does not cover the maintenance of **your property**.

That means **we** will not cover the cost of wear and tear or maintenance costs such as defective rendering, repointing chimneys or general roof maintenance.

We also do not cover **damage** that happens over time such as damp, rot or **damage** from vermin.

You should keep **your property** in a good state of repair, and take reasonable steps to avoid loss or **damage**.

Policy Definitions

Throughout this document where the following words appear in bold they will have the meanings shown below.

- Accident** Accident will mean a single and unexpected event, which occurs at an identifiable time and place.
- Advertising injury** Advertising injury means:
1. oral, broadcast, telecast or written publication of material that slanders or libels a person or disparages a person's goods or services;
 2. oral, broadcast, telecast or written publication of material that violates an individual's right of privacy;
 3. misappropriation of advertising ideas or style of doing business;
 4. infringement of copyrighted advertising materials, titles or slogans; in the course of advertising the **insured's** goods or services.
- Bodily Injury** Bodily injury means death, disease, illness, physical and mental injury of or to an individual.
- Buildings** Buildings means the fixed permanent structures at the **premises** including
- (a) landlord's fixtures and fittings therein and thereon;
 - (b) outbuildings, annexes, extensions, canopies, conveniences;
 - (c) foundations;
 - (d) walls, gates and fences and the adjoining gangways, yards, roadways or pavements constructed of concrete or asphalt around and pertaining thereto drains, sewers and gutters;
 - (e) security lighting, security cameras and other security or fire protection devices, affixed signs, television, radio, satellite receiving aerials, communication aerials, their fittings and masts affixed to the buildings walls gates fences fixed poles or fixed pylons at the **premises**;
 - (f) pedestrian malls, associated lampposts and street furniture where the responsibility of the **insured**;
 - (g) telephone, gas, water and electricity meters, piping, ducting, trunking, cables, wires and associated control gear, instruments and accessories and the like, including such **property** for which the **insured** are responsible but which is in or under adjoining yards or roadways extending to the public mains and which partly or wholly serves to supply the **premises**;
 - (h) underground storage tanks;
 - (i) tenant's improvements where the responsibility of the **insured** and **property** comprising fixtures and fittings (but excluding moveable contents) formerly the **property** of tenants but relinquished to the **insured** at the time of the surrender of the lease;
 - (j) machinery and plant;
- but excluding **property** more specifically **insured**.

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| Business | The ownership by the insured of land and buildings at the premises . |
| Claim payment | Claim payment will mean the amount we agree to pay to the insured for any one claim. |
| Combined single Limit | Combined single limit means the maximum we will pay by this policy in the event that two or more insuring clauses, to which the combined single limit applies, provide coverage for an insured event. |
| Contents | Household goods within the property , which you own or which you are legally liable for. Contents includes: <ul style="list-style-type: none"> • carpets, but not permanently fitted flooring • tenants' improvements and alterations, above ground storage tanks or all other contents at the premises which are the property of the insured or held by them in trust for which they are responsible |
| Contents does NOT include: | <ul style="list-style-type: none"> • motor vehicles caravans, trailers or watercraft or their accessories • televisions, satellite decoders, radios, audio equipment and home computers • money, certificates or documents • clothing, personal effects, pedal cycles • any living creature • domestic oil in fixed fuel tanks • any part of the buildings • any property held or used for business purposes • any property insured under any other insurance • any high risk items • landlord's fixtures and fittings therein and thereon; • property more specifically insured. |
| Costs and expenses | Costs and expenses means <ol style="list-style-type: none"> 1. costs and expenses (other than claimant costs recoverable from the insured or any other insured party) incurred in the investigation, adjustment, appraisal, defence or settlement of an insured event, including expert, legal, appeal and defence costs; 2. pre-judgment interest awarded against the insured on that part of any judgment covered under this policy but where the insurer offers to pay the limit of indemnity in settlement of a claim or suit, the insurer will not pay any pre-judgment interest imposed or earned after the date of such offer; 3. all interest earned on that part of any judgment within the limit of indemnity after entry of the judgment and before the insurer has paid, offered to pay, or deposited in court that part of any judgment that is within the applicable limit of indemnity; |

4. costs and expenses of legal representation at any coroner's inquest or inquiry in respect of any death which may be the subject of indemnity under this **policy**.

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| Cyber | Any risk where the losses are cyber-related, arising from either malicious acts (e.g. cyber-attack, infection of an IT system with malicious code) or non-malicious acts (e.g. loss of data, accidental acts or omissions) involving either tangible or intangible assets |
| Damage | loss of, destruction of or damage to tangible property |
| Denial of access | Denial of access means nuisance, trespass, or interference with any easement, right of air, light, water or way. |
| Employee | <p>Employee means any person whilst:</p> <p>engaged under a contract of service or apprenticeship with the insured; acting in the capacity of non-executive director of the insured; not under a contract of service or apprenticeship who is, at the requirement of the insured, supplied to, hired or borrowed by the insured in the course of business and under the control of the insured, including but not limited to:</p> <ol style="list-style-type: none">1. persons on secondment from another company that is not an insured under this policy;2. labour masters or persons supplied by them;3. labour only subcontractors;4. self-employed persons;5. drivers or operators of hired-in plant;6. persons engaged under work experience, training, study, exchange or similar schemes;7. any officer, member or voluntary helper of the organisations or services stated in the business;8. voluntary workers, helpers and instructors;9. employee(s) elected on any industry users committee;10. outworkers or homeworkers employed under contracts to personally execute any work in connection with business while they are engaged in that work;11. prospective employees who are being assessed by the insured as to their suitability for employment;12. any person a Court of Law in the Republic of Ireland deems to be an employee; <p>provided that the insured can always request that any such person is not treated as an employee.</p> |
| Endorsement | A change in the terms and conditions of this insurance. |
| Excess | <p>For insured sections Employers' liability or Property owners liability, the limit of indemnity is additional to the excess and excess means</p> <ol style="list-style-type: none">1. the first amount payable by the insured in respect of each and every claim or potential claim as ascertained after the application of all other terms and conditions of this insurance or2. in the case of a claim or potential claim that involves damage, and if specified in the schedule and applicable, the excess (damage only). |
| Heave | Upward movement of the ground beneath the buildings as a result of the soil expanding. |

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| High Risk Items | Antiques, articles of gold, silver or other precious metals, camping equipment, compact discs, computer equipment, credit, debit, charge, cheque or cash cards, curios, digital versatile/video discs, DVD players/recorders, furs, guns and firearms, jewellery, mobile phones, money, pedal cycles, paintings, photographic equipment, portable electronic games, portable musical instruments, portable sports equipment, stamp, coin and medal collections, televisions, video and audio equipment, portable electronic equipment and watches. |
| Insured section | Insured section means all or any individually lettered sections of this policy that forms part of the insurance contract but only if stated as 'insured' in the schedule . |
| Landslip | Downward movement of sloping ground. |
| Legionella | Legionella means any discharge release or escape of legionella or other airborne pathogens from water tanks, water systems, air-conditioning plants, cooling towers and the like. |
| Limit of Indemnity | <p>Limit of indemnity means:</p> <p>for insured section – Employers liability the amount stated in the schedule which is the maximum amount of our liability arising out of one (1) occurrence regardless of the number of:</p> <ol style="list-style-type: none"> I. other insured parties; or II. persons or organisations bringing claims or suits; or III. claims against the insured or series of claims against the insured, or claims or series of claims made by the insured; <p>for insured section – Property owners liability the amount stated in the schedule which is the maximum amount of our liability arising out of one (1) occurrence or series of occurrences arising out of one (1) originating cause regardless of the number of:</p> <ol style="list-style-type: none"> 1. other insured parties; or 2. persons or organisations bringing claims or suits; or 3. claims against the insured or series of claims against the insured, or claims or series of claims made by the insured; <p>where two (2) or more insuring clauses are subject to a combined single limit, then the combined single limit is the maximum we will pay for any insured event to which such insuring clauses apply in combination, and;</p> <p>where a limit of indemnity is stated in the schedule as in the aggregate, that aggregate is the maximum we will pay for all insured events during the period of insurance.</p> |
| Limit of Liability | Limit of liability means the amount stated in the schedule which is the maximum amount of the our liability for any one event regardless of the number of persons claiming an indemnity. |
| North America | North America means the United States of America or its territories or possessions or Canada. |

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| Nuclear hazards | <p>Nuclear hazards means:</p> <ol style="list-style-type: none"> I. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; II. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof; |
| Other insured party | <p>Other insured party means any of the following parties:</p> <ol style="list-style-type: none"> I. any director, partner, employee or a former employee of the insured; II. any officers or trustees of the insured's pension scheme(s). |
| Period of insurance | <p>The length of time for which this insurance is in force, as shown in the schedule and for which you have paid and we have accepted a premium.</p> |
| Personal injury | <p>Personal injury means harm other than advertising injury or bodily injury arising out of one or more of the following offences committed in the course of the business:</p> <ol style="list-style-type: none"> I. false arrest; II. detention or imprisonment; III. malicious prosecution; IV. wrongful entry into, or eviction of a person from a room, dwelling or premises that the person occupies; V. invasion of the right of privacy; VI. libel, slander or defamation |
| Premises | <p>The private dwelling which is deemed to be unoccupied and of standard construction and the garages and outbuildings used for domestic purposes at the premises shown in the schedule.</p> <p>Where applicable, for insured sections Employers' liability or Property owners liability; premises means the buildings or land that are owned, leased, hired or tenanted by or on loan to the insured for the purpose of the business.</p> |
| Policy | <p>Policy means this document, the schedule (including any schedules issued in substitution) and any endorsements attaching to this document or the schedule that will be considered part of the legal contract and any word or expression in bold type face on any of these documents will bear the specific meaning stated in these definitions.</p> |
| Pollutant | <p>Pollutant means any solid, liquid, gaseous or thermal irritant or contaminant including smoke, vapour, soot, fumes, acids, alkalis, chemicals or waste. Waste is deemed to include materials to be recycled, reconditioned or reclaimed. Legionella bacteria are deemed not to be pollutants for the purpose of this insurance.</p> |
| Pollution | <p>Pollution means:</p> <ol style="list-style-type: none"> ii. the actual, alleged or threatened discharge, seepage, migration, dispersal, release or escape of pollutants at any time; iii. any cost, expense, claim or suit arising out of any request, demand or order as a result of actual, alleged or threatened discharge, seepage, migration, dispersal, release or escape of pollutants at any time that the insured or any other insured party test for, monitor, clean up, remove, contain, treat, detoxify, or neutralise or in any way respond to, or assess the effects of pollutants. |

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| Premises | For insured sections Employers' liability or Property owners liability; premises means the buildings or land that are owned, leased, hired or tenanted by or on loan to the insured for the purpose of the business . |
| Proposal | Proposal means any information supplied by or on behalf of the insured , deemed to be a completed proposal form, statement of fact and medical questionnaire and other relevant information, which is supplied in written, electronic or in any other means, that the we may require. |
| Refurbishment | Internal painting and decorating, tiling, replacement of bathroom and/or kitchen fixtures and fittings including sinks, wash basin, w.c, bath, shower, carpeting, internal joinery, plastering, installation/repair of central heating and external window replacement. |
| Schedule | Schedule means the document titled schedule that includes the name and address of the insured , the premium and other variables to this standard policy (including endorsement clauses) and is incorporated in this policy of insurance and accepted by the insured . Schedules may be re-issued from time to time where each successor overrides the earlier document |
| Securus Insurance Ltd | The company who have been authorised by us to transact insurance business on our behalf. Securus Insurance Ltd is authorised and regulated by the Central Bank of Ireland, their Firm Reference Number is C41295. Registered Office: Suite 3, Stafford House, Strand Road, Portmarnock, Co Dublin. D13 TR59 |
| Settlement | Downwards movement as a result of the soil being compressed by the weight of the buildings within ten years of construction. |
| Standard Construction | Built of brick, stone or concrete and roofed with slates, tiles, asphalt (including flat roofs), metal or concrete, unless otherwise agreed by endorsement . |
| Subsidence | Downward movement of the ground beneath the buildings other than by settlement . |
| Suit | Suit means a civil proceeding in which damages to which this insurance applies are alleged, including <ul style="list-style-type: none"> I. an arbitration proceeding in which such damages are claimed and to which an other insured party must submit or does submit with our consent; or II. any other alternative dispute resolution proceeding in which such damages are claimed and to which an other insured party submits with our consent. |
| Territorial limits | means the Republic of Ireland . |
| Unoccupied | The property is unoccupied when it is not being lived in/vacant. |
| We/us/our/Insurer | Lloyd's Insurance Company as named in the Schedule |
| Work away | Work Away means any work or activity being undertaken at any third party location or any other location away from the usual Insured business location |
| You / your / insured | The person or persons named in the schedule . |

Important: Information About Your Policy

About Us

This contract of insurance is insured by Lloyd's Insurance Company S.A. Securus Insurance Ltd acts as an agent of Lloyd's Insurance Company S.A. in performing its duties under the Coverholder Appointment Agreement with the Unique Market Reference stated within the Schedule.

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

Website address: www.lloyds.com/brussels

E-mail: enquiries.lloydsbrussels@lloyds.com

All enquiries regarding this insurance policy should be directed to:

Securus Insurance Ltd
Suite 3, Stafford House,
Strand Road
Portmarnock
Co Dublin. D13 TR59
Republic of Ireland.

Cancellation and Cooling Off Period

(a) The insured's Right to Cancel during the Cooling-Off Period

You may cancel this insurance contract provided **you** have not made a claim under such insurance contract and **Securus Insurance Ltd** receives written confirmation of cancellation by post or email within 14 working days of the policy start date or the date **you** receive full policy documentation, whichever is later.

If **you** cancel within the 14 working day period and provided **you** have not made a claim, **Securus Insurance Ltd** will refund any premiums paid, less a pro-rata premium for the period you are on cover and the administrative charge stated in the **schedule**.

(b) The insured's Right to Cancel after the Cooling-Off Period

The **insured** is entitled to cancel this **policy** after the cooling-off period by notifying the **insurer** in writing. If this insurance is cancelled and provided the **Insured** has not made a claim and there hasn't been an incident that could give rise to a claim, **We** will return the premium stated in the Schedule less a deduction for the time for which the **insured** has been covered.

This will be calculated at a proportional daily rate depending on how long the **policy** has been in force. However, where the premium stated in the **Schedule** is a "minimum & deposit" premium, there will be no return of premium except to the extent required by law, for example if the insured exercises a "cooling off" right under legislation to cancel the contract or if the **insurer** cancels the contract

(c) The insurer's Right to Cancel

The **insurer** is entitled to cancel this **policy**, if there is a valid reason to do so (including, but not limited to, any failure by the **insured** to pay the premium), by giving the **insured** fourteen (14) days' notice in writing. Any return of premium due to the **insured** will be calculated at a proportional daily rate depending on how

long the **policy** has been in force unless the **insured** has made a claim in which case the full annual premium is due.

Without prejudice to any other forms of service, the notice of cancellation is deemed to be served on the third (3rd) day after being posted if sent by pre-paid letter post properly addressed.

You may cancel this insurance contract provided **you** have not made a claim under such insurance contract and **Securus Insurance Ltd** receives written confirmation of cancellation by post or email within 14 working days of the policy start date or the date **you** receive full policy documentation, whichever is later.

If **you** cancel within the 14 working day period and provided **you** have not made a claim, **Securus Insurance Ltd** will refund any premiums paid, less a pro-rata premium for the period you are on cover and the administrative charge stated in the **schedule**.

Changes in Circumstances

We have relied on the information and statements which **you** have provided in the proposal form or statement of fact. **You** must tell Securus Insurance Ltd of any changes to the answers **you** have given as soon as possible.

Failure to advise of a change to **your** answers may mean **your** policy is invalid and claims may not be paid. These changes may result not only in a change to the terms and conditions of this insurance contract but also **your** premium and/or **excess**.

In particular, **you** must tell **Securus Insurance Ltd**:

- if **you** change **your** address;
- if **you**, or any person named in the **schedule**, change occupation;
- if **you**, **your** family or any person named in the **schedule** receive a county court judgement, conviction or are prosecuted (except for motoring offences where a custodial sentence has not been served);
- if **you**, **your** family or any person named in the **schedule** have been declared bankrupt or become subject to bankruptcy proceedings;
- about any changes to **your buildings** that will increase the rebuilding costs;
- about any changes to **your contents** that will increase the reinstatement costs

Please also ensure that **you** review Page 10 for other more specific general conditions relating to **your property** whereby it will be necessary to advise **Securus Insurance Ltd** of changes.

Sums Insured

You must ensure the sums **insured** provided are correct.

The **buildings** sum **insured** must be enough to fully rebuild the **buildings** at **your premises** including any expenses **you** have to pay for architects, surveyors, consulting engineers, legal fees, demolition and debris removal.

Buildings awaiting demolition

Notwithstanding anything contained herein to the contrary, it is hereby understood and agreed that, if at the time of **damage** any **buildings** are awaiting demolition, the maximum liability of the **insurer** shall not exceed the additional costs of removing debris, in accordance with the Debris removal clause, which are incurred by the **insured** solely as a result of **damage**.

Debris removal

In the event of **damage** by an **insured** peril that is **insured** by this **insured** section the **insurer** will, with its prior consent which consent will not be unreasonably withheld, indemnify the **insured** for the costs necessarily incurred by the **insured** in:

- a) removing debris from the damaged **property** site and the area within two hundred and fifty metres (250m) of the perimeter of the damaged **property** site;
- b) cleaning or clearing the drains, the sewers and/or the gutters of the damaged **property** site and the area within two hundred and fifty metres (250m) of the perimeter of the damaged **property** site;
- c) dismantling and/or demolishing of, or shoring up, propping and/or fencing the portion(s) of the **property insured** that has been **damaged** by an **insured** peril.

Except that the **insurer** will not be liable for any cost and expenses:

- a) arising from **pollution** or contamination of **property** not **insured** by this policy;
- b) of temporary boarding up of windows

Provided that if at the time of **damage** any **buildings** are **insured** on a debris removal only basis, the **insurer's** maximum liability up to the maximum sub-limit shown in the **schedule**, in respect of such **property** shall not exceed the additional costs of removing debris which are incurred by the **insured** solely as a result of **damage**.

The **contents** sum **insured** must be enough to replace all the **contents** within **your buildings** with new items of the same or nearest equivalent quality and type.

Non-payment of premiums

We reserve the right to cancel this policy immediately on written notice in the event of non-payment of the premium or payment default if **you** are paying by instalments.

Any return premium due to **you** will depend on how long this insurance has been in force and whether or not any claims have been made.

Renewal

We are not bound to offer renewal of this policy.

Fraudulent claims

- 1) If **you**, or any one acting for **you**, make a fraudulent claim under this insurance contract, **we**:
 - (a) Are not liable to pay the claim; and
 - (b) May recover from **you** any sums paid by **us** to **you** in respect of the claim; and
 - (c) May by notice to **you** treat the contract as having been terminated with effect from the time of the fraudulent act.
- 2) If **we** exercise **our** rights under clause 1) c) above:
 - (a) **We** shall not be liable to **you** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **our** liability under the insurance contract (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and
 - (b) **We** need not return any of the premiums paid.

Subrogation

- a) Except as expressly provided by any 'Waiver of subrogation' clause, for each and every claim, the **insured** and any person acting on behalf of the **insured** must not waive any rights of

recourse or recovery against any other person relating to an occurrence, loss or suit that may give rise to a claim under this insurance.

- b) The **insured** or any other party **insured** by this policy will, at the request and expense of the insurer, do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by the insurer for the purpose of enforcing any rights and remedies, whether such acts and things will be or become necessary or required before or after their indemnification by the insurer.
- c) In the event of any payment under this insurance, the insurer will act in concert with all other interested persons (including the **insured**) concerned in the exercise of any rights of recovery.
- d) The apportioning of any amounts which may be so recovered will follow the principle that any interested persons (including the **insured**) who will have paid an amount over and above any payment hereunder will first be reimbursed up to the amount paid by them; the insurer is then to be reimbursed out of any balance then remaining up to the amount paid hereunder; lastly, the interested persons (including the **insured**) to whom this coverage is in excess shall be entitled to claim the residue, if any.
- e) Expenses necessary to the recovery of any such amounts will be apportioned between the interested parties concerned in the ratio of their respective recoveries as finally settled.

Insured Section 1 – Property Damage

The following perils are applicable

| Section 1 – Property Damage | |
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| What is covered | What is not covered |
| This insurance covers the Property insured for loss or damage directly caused by the following insured perils; | We will not pay; |
| 1. Fire and resultant smoke damage but excluding damage caused by: | a) the excess shown in the schedule b) i) explosion resulting from fire; ii) earthquake or subterranean fire; iii) its own spontaneous fermentation or heating or its undergoing any heating process involving the application of heat |
| 2. Lightning | a) the excess shown in the schedule |
| 3. Explosion i. of boilers; ii. of gas; used for domestic purposes only | a) the excess shown in the schedule b) damage caused by earthquake or subterranean fire. |
| 4. Aircraft or other aerial devices or articles dropped there from; | a) the excess shown in the schedule |

Section 1 – Property Damage Additional Covers

The following cover is applicable

| This section of the policy also covers; | We will not pay; |
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| A) Expenses you have to pay and which we have agreed in writing for <ul style="list-style-type: none"> architects', surveyors', consulting engineers' and legal fees the cost of removing debris and making safe the building costs you have to pay in order to comply with any Government or local authority requirements following loss or damage to the buildings which is covered under section one | a) the excess shown in the schedule b) any expenses for preparing a claim or an estimate of loss or damage c) any costs if Government or local authority requirements have been served on you before the loss or damage d) any amount over 15% of the buildings sum insured |

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| <p>B) Anyone buying the property who will have the benefit of section one until the sale is completed or the insurance ends, whichever is sooner.</p> | <p>a) the excess shown in the schedule b) If the buildings are insured under any other insurance</p> |
| <p>C) Loss or damage to the property caused by the emergency services attending the premises as shown under extensions applicable to Part one.</p> | <p>a) the excess shown in the schedule b) more than the amount stated on the schedule of Insurance.</p> |

Extensions applicable to Section 1 – Property Damage

European Union and public authorities

In respect of **buildings**, the additional cost of reinstatement of the damaged **property insured** as may be incurred solely by reason of the necessity to comply with building or other regulations under or framed in pursuance of any Act of Parliament or with bye-laws of any municipal or local authority or European Union directive except that the amount recoverable under this clause will not include:

- a) the cost incurred in complying with any such regulations, bye-laws or directive:
 - I. in respect of **damage** occurring prior to inception;
 - II. in respect of **damage** not **insured** by this **insured** section;
 - III. under which notice has been served upon the **insured** prior to the happening of the **damage**;
 - IV. in respect of undamaged **property insured** or undamaged portions of **property insured** other than foundations (unless foundations are specifically excluded from the insurance by this (**insured** section) of that portion of the **property** damaged;
- b) the additional cost that would have been required to make good the **property** damaged to a condition equal to its condition when new had the necessity to comply with any of the aforesaid regulations, bye-laws or directives not arisen,
- c) the amount of any rate, tax, duty, development or other charge or assessment arising out of capital appreciation which may be payable in respect of the **property** or by the owner thereof by reason of compliance with any of the aforesaid regulations, bye-laws or directives
- d) if the liability of the insurer in respect of any item of **property insured** apart from this clause is reduced by the application of any of the terms and conditions of this insurance or this clause then the liability of the insurer under this clause in respect of any such **property insured** will be reduced in like proportion;
- e) the insurer will have no liability under this clause unless the work of reinstatement is commenced and carried out with reasonable despatch (which may be carried out upon another site and in any manner suitable to the requirements of the **insured** subject to the liability of the insurer not being thereby increased).
- f) the total amount recoverable under this clause in respect of any item of **property insured** will not exceed the applicable sum **insured** or limit of liability.

Fire extinguishment expenses and emergency services damage

- a) If stated as '**insured**' in the **schedule** an amount for:extinguishment expenses reasonably incurred by the **insured** in order to minimise
- b) **damage** to lawns gardens playing surfaces and landscaped areas car parks private roads and pathways at the **premises** caused by emergency service vehicles while attending an incident involving **damage** for which the insurer has accepted a claim under this **insured** section;

Except that the insurer's liability for costs and expenses will not exceed the amount stated in the **schedule**.

Temporary repairs following damage

Following **damage** at the **premises**, the cost of boarding-up of fixed glass in windows, doors, fan lights and skylights that is necessary to make the **building** secure; the installation of temporary doors made necessary for weather-proofing or securing the building; weather-proofing **buildings** and securing the site. The insurer's liability for such costs and expenses will not exceed €10,000 for any one claim during the **period of Insurance**.

Contracting purchaser

If at the time of **damage** to any **building insured** under this 'Insured section - Property damage' the **insured** has contracted to sell its interest in such building, the purchaser will be entitled to the benefits of this 'Insured section – Property damage' insofar as it relates to such **damage** without prejudice to the rights of the **insured** or the **insurer** up to the date of completion provided that:

- a) **damage** takes place during the period from exchange to completion;
- b) the completion is finalised;
- c) the **property** is not otherwise **insured** by or on behalf of the purchaser against such **damage**.

Other parties

The interest of such other parties including, as the case may be lessors, mortgagees, banks, hire purchase companies specified in the **schedule** (or notified by the **insured** to the **insurer** in writing from time to time) is noted in this insurance, but only to the extent of their financial interest in the **property insured**, but not as joint **insured**.

In the event of any claim the:

- a) **insured** will immediately declare to the **insurer** the names of such interested parties; and
- b) **insurer** will consult with such declared interested parties as regards the manner and method of any indemnity so as to protect the direct financial interests of such parties.

Insured Section 2 - Employers' liability

2.1 Employers' liability cover

The **insurer** agrees to indemnify the **insured** for all sums that the **insured** will become legally liable to pay as damages, including claimant costs recoverable from the **insured**, arising out of **bodily injury** caused during the **period of insurance** and sustained by an **employee** in the course of their employment with the **insured** in the **business**.

2.2 Additional employers' liability costs and expenses

Following any event which is or may be the subject of indemnity under the 'Employers' liability cover' clause whether or not **bodily injury** has occurred, the **insurer** agrees to indemnify the **insured** for **costs and expenses** but the **costs and expenses** form part of the **limit of indemnity** and do not increase the **limit of indemnity**.

2.3 Employers' liability extensions

2.3.1 Cross liabilities

For each legal entity comprising the **insured**, the **insurer** will separately indemnify each party under this 'Insured section – Employers liability' as if a separate **policy** had been issued to each and, provided that in respect of claims made or **suits** brought against any of them by any other person, the **insurer's** total liability to all parties will not exceed the **limit of indemnity**.

2.3.2 Indemnity to other parties

At the request of the **insured**, the **insurer** will separately indemnify each **other insured party** provided that:

- a) the **insured** would have been entitled to indemnity by this insurance had the claim or **suit** been made against the **insured**; and
- b) the **other insured party** is not indemnified under any other insurance or in any other way; and
- c) the **insurer** has the sole conduct and control of any claim; and
- d) the **other insured party** agrees it will be bound by this **policy** (other than in respect of premium) as if it were the **insured**.

2.3.3 Principals

The **insurer** will indemnify any principal of the **insured**, where requested by the **insured**, but only to the extent that liability arises solely out of the work performed for the principal by or on behalf of the **insured** and provided that:

- I. the principal shall as though he were the **insured** observe, fulfil and be subject to the terms and conditions of this **policy** in so far as they can apply; and
- II. the **insurer's** liability under this clause shall in no way operate to increase the **limit of indemnity**; and
- III. the principal is not indemnified under any other insurance or in any other way.

2.4 Employers' liability limitations and exclusions

This **insured section** excludes and does not cover:

2.4.1 Asbestos

liability arising from or caused by any work involving the manufacture, mining, processing, use, installation, storage, removal, stripping out, demolition, disposal, distribution, inspection or testing of or exposure to asbestos, asbestos fibres, asbestos dust, or asbestos containing materials;

2.4.2 Communicable Disease Exclusion

1. actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense, or any other amount, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.
2. For the purposes of this exclusion, loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense, or any other amount, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test for a Communicable Disease.
3. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
 - a) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
 - b) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
 - c) the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health, human welfare or property damage.

2.4.3 Cyber and Data Exclusion

Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy does not cover any **Cyber Loss**.

The following exclusions apply to the whole of the contract.

We will not pay for any:

(a) Cyber

loss, damage, liability, cost, or expense caused deliberately or accidentally by:

- i. the use of or inability to use any application, software, or programme;
- ii. any computer virus;
- iii. any computer related hoax relating to i and/or ii above.

(b) Electronic Data

loss of or damage to any electronic data (for example files or images) wherever it is stored.

2.4.4 Deliberate actions by employees

bodily injury, damage or denial of access and any associated costs and expenses, either expected or intended by the employee other than the use of reasonable force to protect persons or property, but this exclusion does not apply to liability incurred as a direct or indirect result of such employee's actions by any insured or other insured party, provided such party was unaware of or unable to prevent the employee's intentions and did not condone such action.

2.4.5 Employment practices dispute

liability which arises out of:

I. a dispute between an employer / prospective employer and **employee** / prospective **employee** referred or capable of being referred to the Workplace Relations Commission or any appeal courts;

II. a settlement or adjudication of or under the auspices of the Workplace Relations Commission or any appeal courts;
and which is or is capable of being insured under a generally available Employment Practices Liability Insurance Policy;

2.4.6 Excess

the excess stated in the **schedule**;

2.4.7 Fines and penalties

liability for payment of any fines or penalties imposed or ordered to be paid;

2.4.8 Limit of indemnity

liability in excess of the **limit of indemnity** stated in the **schedule**;

2.4.9 North American jurisdiction

liability for payment of any judgment, award, payment or settlement made within countries which operate under the laws of **North America** (or to any order made anywhere in the world to enforce such judgment, award, payment or settlement either in whole or in part) unless otherwise stipulated in the **schedule**;

2.4.10 Nuclear hazards

liability that attaches by or arising from the terms of any contract (other than contracts of employment between the **insured** and its employees) or agreement for **bodily injury** caused by **nuclear hazards**;

2.4.11 Vehicles

liability for which insurance is required by any road traffic legislation or any alteration to such regulations or any similar legislation applying in any territory consequent on Directive 2009/103/EC of the European Parliament and of the Council of 16 September 2009 relating to insurance against civil liability in respect of the use of motor vehicles, and the enforcement of the obligation to insure against such liability;

2.4.12 Pyrites

any liability directly or indirectly caused by or alleged to be caused by or contributed to in whole or in part by pyrite, bravoite, cattierite or vaesite.

2.4.13 War and terrorism

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

(1) For insured sections Employers' liability or Property owners liability war means war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, revolution, rebellion, insurrection, uprising, military or usurped power or confiscation by order of any public authority or government de jure or de facto or martial law but not including terrorism or

(2) any act of terrorism.

For the purpose of this exclusion an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any

organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This exclusion also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to (1) and/or (2) above.

If the Underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the **insured**. In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

2.4.14 Workman's compensation or social security payment

liability for any claims arising out of **bodily injury** that are payable by reason of any workman's compensation scheme, social security scheme or similar insurance scheme arising in connection with, from or due to employment.

2.4.15 In connection with the Business of Property Owner

liability caused by or arising from the development of any land by or on behalf of the **insured**, or liability caused by or arising from the demolition, addition, extension, refurbishment or structural alteration of any property owned or managed by the **insured**.

Insured section 3 - Property owners liability

3.1.1 Property owners liability cover

The **insurer** agrees to indemnify the **insured** by the terms of this 'Insured section - Property owners liability' against legal liability to pay damages, including claimant costs recoverable from the **insured**, as a result of:

3.1.2 **bodily injury, damage or denial of access** that happens during the **period of insurance** and arises out of and in connection with the **business**;

3.1.3 **bodily injury, damage or denial of access**, arising out of or from **pollution** occurring during the course of **business** provided that the **pollution** is caused by a sudden, identifiable, unintended and unexpected incident that takes place in its entirety at a specific moment in time and place during the **period of insurance**.

3.2 Additional Property owners liability costs and expenses

In addition, following any event which is or may be the subject of indemnity under this **insured section** the **insurer** agrees to indemnify the **insured** for **costs and expenses**, which are payable in addition to the **limit of indemnity**, incurred in respect of any insured event under this **insured section**.

3.3 Property owners liability extensions

3.3.1 Cross liabilities

For each legal entity comprising the **insured**, the **insurer** will separately indemnify each party under this 'Insured section 3 - Property owners liability' as if a separate **policy** had been issued to each in respect of claims made or **suits** brought against any of them but the **insurer's** total liability to all parties, will not exceed the **limit of indemnity**. Further, where requested by the **insured**, the **insurer** will waive all rights of subrogation against a subsidiary of the **insured** or from a subsidiary of the **insured** against the parent (the **insured**).

3.3.2 Indemnity to other parties

At the request of the **insured**, the **insurer** will separately indemnify each **other insured party** provided that:

- I. the **insured would** have been entitled to indemnity by this insurance had the claim or
- II. **suit** been made against the **insured**; and
- III. the **other insured party** is not indemnified under any other insurance or in any other way; and
- IV. the **insurer** has the sole conduct and control of any claim; and
- V. the **other insured party** agrees it will be bound by this **policy** (other than in respect of premium) as if it were the **insured**.

3.3.3 Principals

The **insurer** will indemnify any principal of the **insured**, where requested by the **insured**, but only to the extent that liability arises solely out of the work performed for the principal by or on behalf of the **insured** and provided that:

3.3.3.1 the principal shall as though he were the **insured** observe, fulfil and be subject to the terms and conditions of this **policy** in so far as they can apply; and

3.3.3.2 the **insurer's** liability under this clause shall in no way operate to increase the **limit of indemnity**; and

3.3.3.3 the principal is not indemnified under any other insurance or in any other way.

3.4 Property owners liability limitations and exclusions

This **insured section** – ‘Property owners’ liability’ excludes and does not cover:

3.4.1 Advertising injury

any loss or liability arising from **advertising injury**;

3.4.2 Asbestos

liability arising from or caused by any work involving the manufacture, mining, processing, use, installation, storage, removal, stripping out, demolition, disposal, distribution, inspection or testing of or exposure to asbestos, asbestos fibres, asbestos dust, or asbestos containing materials;

3.4.3 Communicable Disease

1. actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.
2. For the purposes of this exclusion, loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test for a Communicable Disease.
3. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
 - a) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
 - b) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
 - c) the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health, human welfare or property damage.

3.4.4 Costs and expenses arising from a deliberate act

costs and expenses incurred in proceedings other than in respect of manslaughter, corporate manslaughter or corporate homicide consequent upon any deliberate act or omission by or on behalf of the **insured** or **other insured party** if the result of such act or omission could reasonably have been expected to constitute an offence under any legislation;

3.4.5 Cyber and Data Exclusion

notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy does not cover any **Cyber loss**.

The following exclusions apply to the whole of the contract.

We will not pay for any:

(a) Cyber

loss, damage, liability, cost or expense caused deliberately or accidentally by:

- i. the use of or inability to use any application, software, or programme;
- ii. any computer virus;
- iii. any computer related hoax relating to i and/or ii above.

(b) Electronic Data

loss of or damage to any electronic data (for example files or images) wherever it is stored.

3.4.6 Damages arising from a deliberate act

bodily injury, damage or denial of access, and any associated costs and expenses, either expected or intended by the insured or other insured party but this exclusion does not apply to bodily injury resulting from the use of reasonable force to protect persons or property
Excess

the amount of the **excess** as applicable and stated in the **schedule**;

3.4.7 Financial loss

liability for pure financial loss that is not consequent upon **bodily injury** or **damage**;

3.4.8 Fines, penalties or multiplication of compensatory damages

any fines, penalties, punitive damages, exemplary damages, aggravated damages, treble damages, or any other increase in damages resulting from the multiplication of compensatory damages;

3.4.9 Intentional disregard of reasonable precautions

any liability or loss arising or arising out of or continuing from the **insured's** deliberate, conscious or intentional disregard of the need to take all reasonable precautions to prevent a liability or loss arising or continuing;

3.4.10 Legionella

bodily injury, damage or **denial of access** arising out of, alleging or attributable to the existence of **legionella**;

3.4.11 Liability from employment

bodily injury sustained by any **employee** arising out of or in the course of employment by the **insured** in the **business**;

3.4.12 Limit of indemnity

liability in excess of the **limit of indemnity** stated in the **schedule** except for payment of **costs and expenses** as provided for by clause 3.2

3.4.13 North America risks

- 1 loss or liability arising from **bodily injury, damage** occurring or **denial of access** within **North America**;
- 2 liability arising out of or from or brought about by or contributed to by **pollution** within **North America**;

3.4.14 North American jurisdiction

liabilities in respect of any judgment, award, payment, **costs and expenses** or settlement delivered, made or incurred within countries which operate under the laws of **North America** (or to any order made anywhere in the world to enforce such judgment, award, payment, **costs and expenses** or settlement either in whole or in part);

3.4.15 Nuclear risks

- 3.4.15.1 loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss;
- 3.4.15.2 any legal liability of whatsoever nature; or
- 3.4.15.3 any sum which the **insured** becomes legally liable to pay or any loss or expense;

directly or indirectly caused by or contributed to by or arising from nuclear risks or, in the case of c) above, attributable to **nuclear hazards**.

3.4.16 Overseas domiciled operations

the **insured's** subsidiary companies, branch offices or representatives with power of attorney that are domiciled outside of the United Kingdom or the Republic of Ireland;

3.4.17 Owned or previously owned premises

loss or liability for **damage** or **denial of access** caused by or arising from **pollution** to land or **premises** (including land or water within or below the boundaries of such land or **premises**) that are presently or were at any time previously owned, leased, hired or tenanted by the **insured** or otherwise in the **insured's** care, custody or control;

3.4.18 Ownership or use of mechanically propelled vehicles

liability for which insurance is required by any road traffic legislation or any alteration to such regulations or any similar legislation applying in any territory consequent on Directive 2009/103/EC of the European Parliament and of the Council of 16 September 2009 relating to insurance against civil liability in respect of the use of motor vehicles, and the enforcement of the obligation to insure against such liability;

3.4.19 Personal injury

loss or liability arising from personal injury

3.4.20 Property Development Exclusion

1) The Insurer shall not provide indemnity under this insurance in respect of any construction, erection, alteration, extension, refurbishment, repair or maintenance of any building or structure or land, on or upon any of the land to which this insurance applies, or the ground works necessary for the development of such land.

2) It is a condition under this insurance, that the Insured shall ensure that all contractors appointed by the Insured have in full force and effect, throughout the duration of their contract with the Insured, Public/Products Liability insurance which

- (a) includes cover for their liability at law for Bodily Injury to any person and Damage to Property;
- (b) contains an Indemnity to Principals clause;
- (c) provides a limit of indemnity not less than that provided by this insurance

and that the Insured shall, prior to engagement of each contractor, obtain and retain a copy of written evidence of such insurance. Property in the insured's care, custody and control **damage** to property owned, leased, hired or held in trust by the **insured** or under hire purchase or on loan to the **insured** or held otherwise in the **insured's** care, custody or control;

3.4.21 War and terrorism

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost, or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

(1) For insured sections Employers' liability or Property owners liability war means war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, revolution, rebellion, insurrection, uprising, military or usurped power or confiscation by order of any public authority or government de jure or de facto or martial law but not including terrorism.or

(2) any act of terrorism.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of 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 exclusion also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to (1) and/or (2) above.

If the Underwriters allege that by reason of this exclusion, any loss, damage, cost, or expense is not covered by this insurance the burden of proving the contrary shall be upon the **insured**. In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

3.4.22 Work away

loss or liability for **bodily injury** or **damage** arising from **work away**.

General Conditions applicable to the whole of this insurance

Failure to comply fully with any of the general conditions listed below will prejudice **you** in the event of a claim, which may result in **your** claim not being paid and by notice to **you** treat the contract as having been terminated with effect from the occasion of failure to comply. **You** must comply with all the terms and conditions of this policy. **You** must also take care to limit any loss, **damage** or injury.

1. You or **your** representatives must visit the **premises** for internal and external inspection purposes at least once a week and a record of all such inspections to be kept and any defects revealed by such inspections remedied as soon as reasonably practicable.

2. The property must be maintained in a good condition, good state of repair and be structurally sound.

3. All loose material to be kept clear of the **property**.

4. You must ensure, (a) that all protections provided for the security of the **property and (b)**, all alarm systems and locks, as stipulated in Condition 7 and 8, are maintained in good working order and are in full and effective operation as required and instructed by **Securus Insurance Ltd**.

5. You must as soon as reasonably practicable inform **Securus Insurance Ltd** of any change to the occupancy of the **property** from that last disclosed to **us** or if the **property** becomes illegally occupied.

6. You must as soon as reasonably practicable inform **Securus Insurance Ltd** if the **property** is to be demolished or if the **property** becomes subject to compulsory purchase order.

When **Securus Insurance Ltd** receives notice of the above, **we** or **Securus Insurance Ltd** have the option to either change the terms and conditions or issue notice of cancellation of this insurance.

7. Unoccupied or vacant premises Condition

a) the mains supply services are switched off at the point of supply to the building other than in respect of the following circumstances:

- (i) the circuit(s) of the electricity supply which is/are needed to maintain any fire or intruder alarm system in operation;
- (ii) water, gas and electricity left on to avoid risk of damp;
- (iii) water, gas and electricity left on to power lighting for prospective buyers and/or operation of lights on timers to give the impression that the **premises** is occupied.
- (iv) water, Gas and Electricity left on if the **insured** is staying at the **premises** overnight.

b) the **premises** are inspected thoroughly both internally and externally at least once each week by the **Insured** or **employees** of the **Insured** and:

- (i) all defects in maintenance and security are rectified immediately;
- (ii) accumulations of combustible materials such as junk mail, in and around the **premises** are removed during inspection;
- (iii) with records of such inspections maintained away from the **premises**;

c) all windows and doors to the **premises** are secured against illegal entry by good quality locks and other security measures, all of which are in operation;

d) the perimeter fences, walls and gates are maintained in good repair. throughout the **period of insurance** unless otherwise agreed by the insurers.

8. Intruder and fire alarm Condition

As regards **damage** caused by, arising from or contributed to by fire, or explosion, it is agreed that in relation to any intruder and or fire alarm specified and required by the **insurer** under the terms of this policy the **insured** will:

- a) ensure the alarm system is installed in accordance with the manufacturer's specification and any other specifications of the insurer and no alteration or variation of the system or any structural alteration to the **premises** which would affect the system will be made without the prior written consent of the insurer;
- b) ensure that the intruder and or fire alarm is in full and efficient working order at all times and regularly serviced under the manufacturer's maintenance contract and any other maintenance requirements of the insurer;
- c) notify the insurer as soon as reasonably practicable of any defects that arise in such alarm systems, ensure that such defects are remedied as soon as reasonably practicable and notify the insurer as soon as reasonably practicable once such defects are remedied;
- d) ensure that the intruder alarm is tested and fully set by the **insured** or any competent adult authorised by the **insured** to be responsible for the security of the **building**;
- e) notify the insurer immediately of any disconnection or failure of, or downgrading of police or fire brigade response to the system likely to leave any area unprotected;
- f) ensure that there are available keyholders notified to all appropriate services.

The insurer will not be liable for **damage** caused by fire, or explosion, subsequent to the **insured** receiving a written notification from an intruder and/or fire alarm company that the maintenance is suspended or from the relevant police authority or fire brigade that alarm signals from the **building** will no longer be answered.

Cover provided by this **insured** section will not be invalidated by any defect in the said systems due to circumstances beyond the control of the **insured** arising after the systems have been properly set.

9. Reasonable precautions Condition

The **insured** will take all reasonable precautions to prevent **damage** and failure to do so will preclude any payment under this **insured** section.

Where the **insurer** specifies certain precautions or other risk improvements to be carried out to an explicit timetable then if the precautions or improvement are not completed as required, the insurer can give written notice to the **insured** at its address shown on the **schedule** cancelling the policy with effect from the seventh (7th) day after the notice has been served, but that cancellation will be prevented from taking effect and the policy continue if the precautions or improvement are completed as required before the cancellation takes effect. Upon demand the **insurer** will return to the **insured** a part of any premium paid in excess of that proportionate to the pre-cancelled portion of the policy. Without prejudice to other forms of service, the notice of cancellation is deemed to be served on the third (3rd) day after being posted if sent by pre-paid letter post properly addressed.

10. Applicable law

This policy is governed by the law of the Republic of Ireland and is subject to the exclusive jurisdiction of the courts of the Republic of Ireland in respect of any dispute arising under or in connection with the policy, including any dispute as to the formation or validity of the policy.

11. Assignment

Assignment of interest under this policy will not bind the insurer unless and until the insurer's written consent is endorsed hereon.

12. Contract rights of third parties

Save as provided for in section 21 of the Consumer Insurance Contracts Act 2019, this insurance does not confer or create any right by any person who is not named as the **insured** and both the insurer and **insured** may amend, cancel or lapse this insurance without giving notice to, or requiring the consent of, any other third party.

13. Contribution

If at the time of any claim there is any other valid and collectible insurance available to the **insured** or any other **insured** party other than insurance that is specifically stated to be in excess of this policy, and names the **insured** for the insurance, then the insurance afforded by this policy will be in excess of and will not contribute with such other insurance.

14. Document management

The insurer may hold documents relating to this insurance and any claims under it in electronic form and may destroy the originals. An electronic copy of any such document will be admissible in evidence to the same extent as, and carry the same weight as, the original.

15. Dispute resolution

All matters in dispute between the **insured**, other **insured** parties and the insurer arising out of or in connection with this insurance, will be referred to a mediator to be agreed by the parties within fourteen (14) working days of a written notice served on one party by the other requesting such an agreement. If a mediator is not agreed then either party may apply to the Irish Commercial Mediation Association ('ICMA') for the appointment of a mediator. The parties shall share equally the costs of ICMA and of the mediator and that the reference, conduct and any **settlement** of the dispute at mediation will be conducted in confidence.

If any such dispute is not resolved by mediation or the parties cannot agree upon the appointment of a mediator or the form that the mediation will take the dispute will be referred by either party to be determined by a sole arbitrator to be appointed in default of agreement between the parties by the President for the time being of the Incorporated Law Society of Ireland whose determination will be made as an arbitrator and be binding upon the parties.

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

16. Inspection and audit

The insurer or such representative as the insurer may designate, will be permitted but not obligated to inspect the **insured's property** and operations at any time given reasonable notice. Neither the insurer's right to make inspections nor the making thereof nor any report thereon will constitute an undertaking on behalf of or for the benefit of the **insured** or others, to determine or warrant that such **property** or operations are safe.

17. Insurance Act 1936 and Finance Act, 1990

All monies which become or may become due or payable by the insurer under this policy shall in accordance with Section 93 of the Insurance Act 1936 be payable and paid in the Republic of Ireland. Further, the appropriate stamp duty has been or will be paid in accordance with the provisions of Section 113 of the Finance Act, 1990.

18. Material alteration

This insurance will be voidable if after the commencement of this insurance there is a change in the subject matter of the contract of insurance, or the risk of **damage, bodily injury**, personal injury nuisance or denial of access or liability is increased by any act or omission of the **insured** whereby the insurer can properly say that the change in circumstances amounts to a new risk which, on the true construction of the policy, the insurer did not agree to cover, unless such change or changes of circumstances has been expressly acknowledged and accepted in writing or by electronic medium by or on behalf of the insurer.

19. Duty of Disclosure

The **insured** or any party acting on behalf of the **insured** is under a duty to answer all questions posed by the insurer honestly and with reasonable care in connection with the **insured's** application for insurance, whether at inception or otherwise. Failure to disclose all information requested by the insurer during the application process may prejudice the **insured's** position with the insurer:

(i) Innocent misrepresentation

If the **insured** or anyone acting on its behalf makes a claim under this contract of insurance and where the **insured** or anyone acting on its behalf, having discharged their duty to answer questions honestly and with reasonable care, but where an answer as provided involves an innocent misrepresentation, the insurer shall pay the claim made and shall not be entitled to avoid this contract on the ground that there was a misrepresentation.

(ii) Negligence misrepresentation

If the **insured** or anyone acting on its behalf makes a claim under this contract of insurance and where the **insured** or anyone acting on its behalf, having discharged their duty to answer questions honestly and with reasonable care, but where an answer as provided involves a negligent misrepresentation (that is, one that was not fraudulent):

(a) If the insurer would not have entered into the insurance contract on any terms, the insurer may avoid the contract and refuse all claims, but shall return the premiums paid;

(b) If the insurer would have entered into the insurance contract, but on different terms (excluding terms relating to the premium), this contract shall be treated as if it had been entered into on those different terms if the insurer so requires.

(c) If the insurer would have entered into the insurance contract (whether the terms relating to matters other than the premium would have been the same or different), but would have charged a higher premium, the insurer may reduce proportionately the amount to be paid on a claim.

(d) Where there is not any outstanding claim under the insurance contract, the insurer may either:

(i) give notice to the **insured** that in the event of a claim it will exercise the remedies in paragraphs (a) to (c), or

(ii) terminate the contract by giving reasonable notice to the **insured**.

(iii) Fraudulent misrepresentation

Where a claim is made under this contract of insurance and where an answer by the **insured**, or anyone acting on its behalf, involves a fraudulent misrepresentation, or where any conduct by the **insured**, or anyone acting on its behalf (relative to this contract or the steps leading to its formation) involves fraud of any other kind, the insurer shall be entitled to avoid this contract of insurance.

20. Minimisation of risk

The **insured** will take all reasonable steps at its own expense to prevent an **insured** event:

1. arising; or
2. continuing.

Upon the happening of an **insured** event and at all times thereafter, the **insured** shall act as a prudent **uninsured** and take all reasonable measures as are appropriate to avoid or minimise any claims which arise or may arise from that **insured** event. Any failure by the **insured** to take such steps shall reduce or extinguish the insurer's liability to indemnify the **insured** under the policy to the extent that such failure has increased the claim under the policy.

21. Observance

The due observance and fulfilment of the provisions of this policy insofar as they may relate to anything to be done or complied with by the **insured**, or are already described in the policy as conditions. Any waiver by the insurer of any provision will not prevent the insurer from relying on such term or condition in the future.

- 1) In the event of a breach of any condition in the policy, and without prejudice to any of the insurer's other rights, the insurer may reject or reduce claims connected with the breach to the extent the insurer can demonstrate prejudice.
- 2) In the event of a breach of any condition in the policy, and without prejudice to any of the insurer's other rights, the insurer may reject or reduce claims connected with the breach, and continue the policy on such terms as the insurer may determine and if any payment on account of any such claim has already been made the **insured** will repay forthwith all payments on account to the insurer.

22. DATA PROTECTION SHORT FORM PRIVACY NOTICE

Your privacy notice

Who we are

We are Lloyd's Insurance Company S.A. (hereafter referred to as "Lloyd's Brussels") found in the contract of insurance and/or in the certificate of insurance.

The basics

We collect and use relevant information about you to provide you with the insurance cover or the insurance cover that benefits you, and to meet our legal obligations and the obligations of others in the insurance chain.

This information includes details such as your name, address and contact details and any other information that we collect about you in connection with the insurance cover, or the cover from which

you benefit. This information may include special categories of personal data details such as information about your health and any criminal convictions you may have.

In certain circumstances, we need your consent to process certain categories of information about you (including special categories of personal data details as mentioned above). Where we need your consent, we will ask you for it separately. You do not have to give your consent and you may withdraw your consent at any time by sending an e-mail to data.protection@lloyds.com (without however affecting the lawfulness of processing based on consent prior to its withdrawal). Nevertheless, if you do not give your consent, or you withdraw your consent, this may affect our ability to provide the insurance cover from which you benefit and may prevent us from providing cover for you or handling your claims.

The way insurance works means that your information may be shared and used by a number of third parties in the insurance sector (both inside and outside Belgium, and inside and outside the EU). For example, insurers, insurance agents or insurance brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. We will only disclose your personal information in connection with the insurance cover that is provided, and to the extent that it is needed or allowed by law.

We keep your personal details for no longer than is necessary in offering the insurance arranged or to comply with our legal or regulatory requirements.

Other people's details you provide to us

Where you provide us (or your insurance agent or insurance broker) with details about other people, you must ensure that this short form privacy notice is provided to them.

Want more details?

For more information about how we use your personal information please see our full privacy notice, which is available in the Privacy section of our website <https://www.lloydsbrussels.com> or in other formats on request.

Complaints, contacting us and the regulator, and your rights

You have rights in relation to the information we hold about you, including the right to access your information. If you wish to exercise your rights, discuss how we use your information or see a copy of our full privacy notice, please contact us or go to the Privacy section of our website <https://www.lloydsbrussels.com> where we have full details. Alternatively, you may contact the insurance agent or insurance broker that arranged your insurance at:

Securus Insurance Ltd
Suite 3, Stafford House, Strand Road, Portmarnock,
Co. Dublin. D13 TR59

www.securus.ie
Phone +353 1 8464512

You have the right to lodge a complaint with the competent data protection authority, but we encourage you to contact us before doing so.

LBS0046B
11/06/2019

23. Subscribing insurer

The **insurers'** obligations under this policy are several and not joint and are limited solely to the extent of their individual subscriptions. The **insurers** are not responsible for the subscription of any co-subscribing **insurer** who for any reason does not satisfy all or part of its obligations.

24. Representation

The **insured** will act on behalf of all other **insured** parties under this policy with respect to the giving and receiving of any notices from the insurer or their representatives including any notice of cancellation. The payment to the **insured** of any return premium that may be payable under this policy will satisfy the insurer's obligations to return premium to any other **insured** party.

25. Return premiums and additional premiums

If the **insured** makes any amendments to this **Policy** and the resulting pro-rata additional or return premium is less than €30 (excluding levy) **We** will not apply this amount and the return or additional premium due shall be nil.

Claims Conditions applicable to the whole of this insurance

Your duties in the event of a claim or possible claim under this insurance:

1. **You** must notify **our** claims management team at Sedgwick:

**Merrion Hall
Strand Road
Sandymount
Dublin 4**

Email: SCOR@ie.sedgwick.com

Phone:

Property Claims: 00 353 1 2611488

Liability Claims: 00 353 1 2612166

Please note that claims are administered on our behalf by Sedgwick

Notification of a Claim under Section 1 – Property Damage

You must notify Sedgwick as soon as possible of all incidents that may give rise to a claim. This must be no later than 30 days from the date of the incident. The **insured** will give notice in writing or by an agreed electronic medium, to the **insurer**

To help us deal with your claim quickly we may require you to provide us with assistance and evidence that we require concerning the cause and value of any claim. Ideally, as part of the initial notification, you will provide:

- Your name, address, and your home and mobile telephone numbers
- Policy/Certificate number
- The date of the incident
- Police details / Crime Reference number where applicable
- The cause of the loss or **damage**
- Details of the loss or **damage** together with claim value if known
- Names and addresses of any other parties involved or responsible for the incident (including details of injuries) and addresses of any witnesses.

This information will enable us to make an initial evaluation on policy liability and claim value. When you call us, we may:

- Ask you to get estimates for building repairs or replacement items; or
- Arrange for the **damage** to be inspected by one of our claims advisors, an independent loss adjuster or other expert – their aim is to help us agree a fair **settlement** with you; or
- Arrange for the repair or a replacement as quickly as possible; or

- For some claims we or someone acting on our behalf may wish to meet with you to discuss the circumstances of the claim, to inspect the **damage**, or to undertake further investigations.
2. **You** must provide **us** with written details of what happened within 30 days of incident and provide any other information **we** may require.
 3. **You** must forward to **us**, by registered post and within 3 working days, any letter, writ, summons or other legal document served on **you** in connection with a claim or possible claim. **You** must not answer any correspondence, admit, deny or negotiate any claim without prior written consent. **You** must not admit liability or offer or agree to settle any claim without **our** written permission.
 4. **We** or **our** representatives will be entitled to enter **your property** or any **building** where any loss or **damage** has occurred and deal with the claim, **we** will also be entitled to defend or settle any legal action and take proceedings to recover compensation from any third party in respect of anything that is covered by this policy, **we** may do this in **your** name and for **our** benefit but at **our** expense.
 5. **You** must not dispose of any damaged items before **we** have had the opportunity to inspect them unless **you** have been advised by **us** to dispose of them.
 6. It is **your** responsibility to prove any loss and **you** must provide us with evidence of the value or age (or both) for all items involved in a claim. To help prove **your** claim **we** will require **you** to provide original purchase receipts, invoices, bank or credit card statements, instruction booklets, photographs, utility bills, pre-purchase surveys or plans and deeds of **your property**.
 7. **You** must take care to limit any loss, **damage** or injury.

Failure to comply fully with any of the claims conditions listed above will prejudice **you** in the event of a claim, which may result in **your** claim not being paid and by notice to **you** treat the contract as having been terminated with effect from the occasion of failure to comply.

When contacting **our** claims team, please ensure **you** have **your** policy reference number available. **We** may record or monitor calls for training purposes or to improve the quality of **our** service.

In the first instance please call **Securus Insurance Ltd** on 00 353 (1) 8464512 .

Defence of claims

We may take full responsibility for conducting, defending or settling any claim in **your** name and any action **we** consider necessary to enforce **your** rights or **our** rights under this **insurance**.

Other insurance

We will not pay any claim if any loss, **damage** or liability covered under this insurance contract is also covered wholly or in part under any other insurance contract except in respect of any **excess** beyond the amount which would have been covered under such other insurance contract had this insurance contract not been effected.

Insured's duties

For each and every claim the **insured** and any person acting on behalf of the **insured** must:

- 1) not admit responsibility, liability, make an offer or promise, nor offer payment or indemnity without the written consent of the insurer;
- 2) not incur any expense without the consent of the insurer except at the **insured's** own cost;
- 3) always act honestly and with reasonable care, there being no rights to any form of payment or indemnity under the policy in the event that any claim is made fraudulently;
- 4) give all such information, assistance and forward all documents to enable the insurer to investigate, settle or resist any claim as the insurer may require;

- 5) provide such proofs and information with respect to the claim as may reasonably be required together with (if demanded) a statutory declaration of the truth of the claim and any matters connected therewith;
- 6) not destroy evidence or supporting information or documentation without the insurer's prior consent; nor destroy any plant or other **property** relating to an occurrence, loss or suit that may give rise to a claim under this policy;

Claims Conditions that apply to Section 1 - Property Damage

Settling claims - How we deal with your claim

- a) In the event of **damage** to **property insured** under this **insured** section the basis of reinstatement shall be as follows: Where the **property insured** is covered on a 'reinstatement' basis:
 - (i) where the **property insured** is destroyed, the rebuilding of the **property** if a building, or, in the case of other **property**, its replacement by similar **property**, in either case in a condition equal to but not better or more extensive than its condition when new;
 - (ii) where the **property insured** is **damaged**, the repair of the **damage** and the restoration of the damaged portion of the **property** to a condition substantially the same as but not better or more extensive than its condition when new.
- b) Where the **property insured** is covered on a debris removal only basis, the maximum liability of the insurer shall not exceed the costs of removing debris, in accordance with the Debris removal clause, which are incurred by the **insured** solely as a result of **damage**.

Basis of settlement conditions

- a) If the insurer elects or becomes bound to reinstate or replace any **property insured**, the **insured** will, at its own expense, produce and give to the insurer all such plans, documents, books and information as the insurer may require.
- b) The insurer will not be bound to reinstate exactly or completely but only as circumstances permit, and in a reasonably sufficient manner, and will not in any case be bound to expend in respect of any item of the **property insured** more than the sum **insured** or sub-limit thereon.
- c) If at the time of any **damage** to any **property insured**, such **property** is covered by any other insurance effected by or on behalf of the **insured** but is not on the identical basis of reinstatement to the terms of this clause, then this policy excludes and does not cover payment of any amount in excess of the amount that would have been payable if this condition had not been incorporated.
- d) The work of reinstatement must be commenced and carried out with reasonable despatch, otherwise no payment will be made beyond the amount which would have been payable under this **insured** section if this condition had not been incorporated.
- e) The insurer will have no liability to pay any amount beyond the amount that would have been payable under this **insured** section if this condition had not been incorporated until such time as the cost of reinstatement has actually been incurred.

We will subtract an amount for wear and tear or betterment from the cost of any replacement or repair if immediately before the loss or **damage** the **buildings** were not in a good state of repair.

We will not pay the cost of replacing or repairing any undamaged parts of the **buildings** which form part of a suite or part of a common design or function when the loss or **damage** is restricted to a clearly identifiable area or to a specific part.

If at the time of loss or **damage** it is **your** intention to demolish the **building**, **our** liability shall be limited to the additional costs of Debris Removal solely incurred as a result of such loss or **damage**.

Your sum insured

We will not reduce the sum **insured** under section one after **we** have paid a claim as long as **you** agree to carry out **our** recommendations to prevent further loss or **damage**.

If **you** are under **insured**, which means the cost of rebuilding the **buildings** at the time of loss or **damage** is more than **your** sum **insured** for the **buildings**, then **we** will proportionally reduce the amount of any claim payment made by the percentage of under payment of the premium which has arisen. For example, if the premium **you** have paid for **your buildings** insurance is equal to 75% of what **your** premium would have been if **your buildings** sum **insured** was enough to reconstruct **your buildings**, then **we** will pay up to 75% of any claim made by **you**.

If however, the correct sum **insured** is shown to exceed **our** acceptance criteria **we** may refuse to pay **your** claim.

The sums **insured** in this section will be index linked at each renewal of **your** policy in line with The House Rebuilding Cost Index issued by the Society of Chartered Surveyors Ireland. At renewal, the premium will be charged on the adjusted sum **insured**. For **your** protection should the index fall below zero **we** will not reduce the sum **insured**.

Limit of insurance

We will not pay more than the sum **insured** for each **premises** shown in the **schedule**, including any expenses **you** have to pay and which **we** have agreed in writing for architects', surveyors', consulting engineers' and legal fees.

Notification of a Claim under Sections 2 – Employers Liability and Section 3 – Property Owners Liability.

Although **we** hope that you will never need to make a claim on **your** insurance **policy**, **we** have made everything as simple and straightforward as possible should **you** ever need to use **our** claims service. The **insured** will give notice in writing or by an agreed electronic medium, to the **insurer**:

1. immediately on or not later than forty eight (48) hours from, receipt of notice of any impending inquest, fatal accident inquiry, prosecution or other legal proceedings that includes alleged **bodily injury**;
2. as soon as practical but in any event within seventy two (72) hours from coming into possession of actual knowledge that notice of an employment tribunal hearing includes alleged **bodily injury** or **personal injury**;
3. immediately on, or not later than seventy two (72) hours from, the **insured's** actual knowledge of any death or **bodily injury** to any **employee** involving a stay in hospital in excess of three (3) days;
4. as soon as practical but in any event within thirty days (30) days after any other accident, event or the coming into possession of actual knowledge of **bodily injury**, **personal injury** or **damage**, with full particulars thereof;
5. The **insurer** shall be entitled to refuse liability under a claim where the **insured's** failure to comply with the **insurer's** specified notification period requirements prejudices the **insurer**.

which may be the subject of indemnity under this **policy**.

To help us deal with **your** claim quickly **we** may require you to provide us with assistance and evidence that **we** require concerning the cause and value of any claim. Ideally, as part of the initial notification, **you** will provide:

- Your name, address, and your home and mobile telephone numbers
- Policy/Certificate number
- The date of the incident
- Police details / Crime Reference number where applicable
- The cause of the loss or damage
- Details of the loss or damage together with claim value if known
- Names and addresses of any other parties involved or responsible for the incident (including details of injuries) and addresses of any witnesses.

This information will enable **us** to make an initial evaluation on **policy** liability and claim value. When you call **us, we** may:

- Ask **you** to get estimates for building repairs or replacement items; or
- Arrange for the **damage** to be inspected by one of **our** claims advisors, an independent loss adjuster or other expert – their aim is to help **us** agree a fair settlement with **you**; or
- Arrange for the repair or a replacement as quickly as possible; or
- For some claims **we** or someone acting on **our** behalf may wish to meet with **you** to discuss the circumstances of the claim, to inspect the damage, or to undertake further investigations.

Please note that claims are administered on our behalf by Sedgwick.

Claim Procedure For Insured section 2 - Employers liability and section 3 - Property owners liability

Unless stated otherwise all claims will be handled and overseen by the **insurer**. For each and every claim the **insured** and any person acting on behalf of the **insured** must:

1. immediately send the **insurer** copies of any request, demand, order, notice, summons, legal paper and all documents relating thereto in connection with an **insured** event as soon as received by the **insured**. In addition the **insured** must co- operate with the **insurer** or their appointed agents in the investigation of **insured** events, including by responding to reasonable requests for information in an honest and reasonably careful manner;
2. authorise the **insurer** to obtain medical records or other pertinent information upon request but only where legally permitted to do so in the event of an **insured** event involving **bodily injury**;
3. prove, if it is alleged that an event is not covered or that the indemnity is otherwise limited that the said exclusion or limit to the indemnity does not apply, it being understood and agreed that any portion of an exclusion or **limit to the indemnity** being found invalid, inapplicable or unenforceable will not in any way render the remainder of the exclusion or limit invalid, inapplicable or unenforceable.

You must provide us with any information and assistance as we may require about any claim. You must help us to take legal action against anyone or help defend any legal action if we ask you to.

Insurer's rights

The **insurer** will be under no obligation to investigate any potential claims or to undertake the conduct of any proceedings in connection with such claims and will be at liberty in all cases to leave the conduct of such

proceedings wholly to the **insured** upon such conditions as regards the payment of costs and with such liberty to bind the **insurer** by compromise as the **insurer** may in its absolute discretion determine. The **insurer** may at any time pay the **limit of indemnity** or such lesser sum for which the claim can be settled and will relinquish the conduct and control of the claim and be under no further liability except (where payable under the relevant **insured section**) for payment of **costs and expenses** incurred prior to the date of payment.

Disputed defence or appeal

If any dispute arises between the **insured** and the **insurer** as to whether a claim should be defended or judgment appealed such dispute will be referred to an arbitrator appointed jointly by the **insurer** and the **insured** in agreement or failing agreement, appointed by the President for the time being of the Law Society of Ireland, whose decision will be final. In the event of conflict between any other insured party separate representation will be arranged for each party.

COMPLAINTS

What the insured should do

The **insurer** strives to provide an excellent service to all its customers but occasionally things can go wrong. The insurer takes all complaints seriously and endeavours to resolve all customers' problems promptly. If the **insured** has a question or complaint about this insurance or the conduct of its broker, they should contact that broker in the first instance at the following address:

Securus Insurance Limited, Suite 3, Stafford House, Strand Road, Portmarnock, Co. Dublin.

www.securus.ie

Phone +353 1 8464512

A summary of the insurer's complaint handling procedure is available on request and will also be provided to the **insured** when acknowledging a complaint.

Alternatively, if the **insured** wishes to contact the **insurer** directly the **insured** should write to the following address:

Service Manager
Operations Team
Lloyd's Insurance Company S.A.
Bastion Tower
Marsveldplein 5
1050 Brussels
Belgium

Tel: +32 (0)2 227 39 40

E-mail: lloydsbrussels.complaints@lloyds.com

Your complaint will be acknowledged, in writing, within 5 (five) business days of the complaint being made. You will also be informed of the name of one or more individuals that will be your point of contact regarding your complaint until the complaint is resolved or cannot be progressed any further. You will be provided with an update on the progress of the investigation of your complaint, in writing, within 20 (twenty) business days of the complaint being made.

A decision on your complaint will be provided to you, in writing, within 40 (forty) business days of the complaint being made.

Should you remain dissatisfied with the final response or if you have not received a final response within 40 (forty) business days of the complaint being made, you may be eligible to refer your complaint to the Financial Services and Pensions Ombudsman (FSPO). The contact details are as follows:

Financial Services and Pensions Ombudsman
Lincoln House
Lincoln Place
Dublin 2
D02 VH29
Republic of Ireland

Tel: +353 1 6 567 7000

E-mail: info@fspoi.ie

Website: www.fspoi.ie

General Exclusions applicable to the whole of this insurance

We will not cover:

a) Radioactive Contamination and Nuclear Assemblies Exclusion

We will not pay for:

1. loss or destruction of or **damage** to any **property** or any resulting loss or expense whatsoever arising therefrom.
2. any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:-
 - (i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel,
 - (ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

b) War and Terrorism Exclusion

Notwithstanding any provision to the contrary within this insurance or any **endorsement** thereto it is agreed that this insurance excludes loss, **damage**, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

(1) war means war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, revolution, rebellion, insurrection, uprising, military or usurped power or confiscation by order of any public authority or government de jure or de facto or martial law but not including terrorism.

or

(2) any act of terrorism.

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

This exclusion also excludes loss, **damage**, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to (1) and/or (2) above.

If the Underwriters allege that by reason of this exclusion, any loss, **damage**, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the **insured**.

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

c) Existing and Deliberate Damage Exclusion

We will not pay for loss or **damage**:

- occurring before cover starts or arising from an event before cover starts

- caused deliberately by **you** or **your** representatives

d) Nuclear, Biological and Chemical Contamination Clause

We will not pay for:

1. loss or destruction of or **damage** to any **property** or any resulting loss or expense or any loss of use or any legal liability directly or indirectly caused by or arising from;
2. any legal liability of whatsoever nature;
3. death or injury to any person;

directly or indirectly caused by or contributed to by or arising from Nuclear, Biological or Chemical contamination due to or arising from;

- Terrorism; and/or
- steps taken to prevent, suppress, control or reduce the consequences of any actual, attempted, threatened, suspected or perceived terrorism.

For the purposes of this general exclusion “terrorism” means any act(s) of any person(s) or organisation(s) involving:

- The causing, occasioning or threatening of harm of whatever nature and by whatever means;
- Putting the public or any section of the public in fear;

In circumstances in which it is reasonable to conclude that the purpose(s) of the person(s) or organisation(s) concerned are wholly or partly of a political, religious, ideological or similar nature.

e) Contamination (other than Nuclear, Biological and Chemical Contamination) and Pollution Exclusion

We will not pay for any loss or **damage** due to contamination, sooting, deposition, impairment with dust, chemical precipitation, poisoning, epidemic and disease including but not limited to foot and mouth disease, **pollution**, adulteration or impurification or due to any limitation or prevention of the use of objects because of hazards to health.

This general exclusion does not apply if such loss or **damage** arises out of one or more of the following perils – fire and resultant smoke **damage**, lightning, explosion, earthquake, impact of aircraft, storm, flood, weight of snow, escape of water from fixed water tanks, apparatus or pipes, riot, civil commotion, malicious **damage**, **subsidence**, **heave** or **landslip**.

f) Micro-organism Exclusion

We will not pay for any loss, **damage**, claim cost, expenses or other sum directly or indirectly arising out of or relating to:

Mold, mildew, fungus, spores or other micro-organism of any type, nature or description, including but not limited to any substance whose presence poses an actual threat to human health.

This general exclusion applies regardless whether there is:

- a Any physical loss or **damage** to the **property**
- b Any **insured** peril or cause, whether or not contributing concurrently or in any sequence
- c Any one loss, occupancy or functionality
- d Any action required, including but not limited to repair, replacement, removal, cleanup, abatement, disposal, relocation or steps taken to address medical or legal concerns.

g) Diminution in Value Exclusion

We will not pay for any reduction in value of the **property** following repair or replacement paid for under this insurance.

h) Contractors Exclusion

We will not pay for any loss, **damage** or liability arising from the activities of contractors. For the purpose of this general exclusion a contractor is defined as any person, company or organisation working at or on the **property**, including where **you** are working in **your** capacity as a professional tradesman.

i) Cyber and Data Exclusion

We will not pay for any:

a. Cyber

loss, **damage**, liability, cost or expense caused deliberately or accidentally by:

- i. the use of or inability to use any application, software, or programme;
- ii. any computer virus;
- iii. any computer related hoax relating to i and/or ii above.

b. Electronic Data

c. loss of or damage to any electronic data (for example files or images) wherever it is stored. (This part (b) of this exclusion shall not apply if losses arise from non-malicious cyber-related risk)

j) Faulty Workmanship Exclusion

We will not pay for:

Any loss or **damage** arising from faulty design, specification, workmanship or materials.

k) Wear and Tear Exclusion

We will not pay for:

Any loss or **damage** caused by wear and tear or any other gradual operating cause.

l) Domestic Pets, Insects or Vermin Exclusion

We will not pay for:

Any loss or **damage** caused by domestic pets, insects or vermin.

m) Sanction Limitation and Exclusion

We shall not provide any benefit under this contract of insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

n) Indirect Loss or Damage

We will not pay for any loss or **damage** that is not directly associated with the incident that caused **you** to claim, unless expressly stated in this insurance.

o) Infectious Or Contagious Disease Exclusion

This Insurance does not cover any loss, **damage**, liability, cost or expense, in any way caused by or resulting from:

- a) infectious or contagious disease;
- b) any fear or threat of a) above; or
- c) any action taken to minimise or prevent the impact of a) above.

Infectious or contagious disease means any disease capable of being transmitted from an infected person, animal or species to another person, animal or species by any means.

p) Excluded property

or in connection with the following **property** unless specified to the contrary in the **schedule**:

- a) livestock, fishstock growing crops or trees;
- b) watercraft or aircraft or other aerial devices or satellites;
- c) motor vehicles or their **contents**, accessories, caravans or trailers;
- d) money, bullion, foreign coins, counterfeit or substitute money;
- e) jewellery, watches, fine art, antiques, gold and silver
- f) land, piers, jetties, bridges, culverts or excavations;
- g) moveable **property** in the open, gates or fences;
- h) any motor vehicle the use of which is not permanently confined to the **premises**;
- i) **property** in the course of erection or installation.

q) Asbestos exclusion

This policy excludes Asbestos, including but is not limited to (i) the mineral in a raw unprocessed state (ii) mineral particles, fibers, or dust (iii) other materials and products that incorporate greater or lesser quantities of the mineral and/or raw asbestos,(iv) asbestos contained in any products, goods, materials, **buildings**, structures, or other real or personal **property** (v) or in any form and any such claims arising directly or indirectly out of or caused by **damage** to Asbestos, described in (i) to (v). Furthermore all subsequent **damage**, clean-up costs, removal of debris, disposal and decontamination costs caused by or arising directly or indirectly out of or caused by **damage** to Asbestos are also excluded under this Policy of Insurance.

r) Property Development Exclusion

The Insurer shall not provide cover under this insurance in respect of any construction, erection, alteration, extension, **refurbishment**, repair or maintenance of any building or structure or land, on or upon any of the land to which this insurance applies, or the ground works necessary for the development of such land.

Coverholder:

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Registration Number of Coverholder: 113977OUK

Securus Insurance Ltd is authorised by the Central Bank of Ireland.

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