



# COMMERCIAL COMBINED

Policy Wording



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This is an **IMPORTANT** document which the **Insured** should carefully read and if any part of this **Policy** is incorrect please return it to the broker who arranged the insurance for amendment.

## Introduction

The **Insurers** and the **Insured** named in the **Schedule** agree the following:

- 1) the application or Statement of Fact or any other information supplied shall be incorporated into the contract;
- 2) this **Policy** document, the **Schedule** (including any replacement **Schedule**) and any endorsement shall together form the **Policy** and be considered as one document;
- 3) the **Insured** will pay the premium;
- 4) **Insurers** will, subject to the terms and conditions of this **Policy** provide insurance under the sections specified in the **Schedule** during the **Period of Insurance** or any subsequent period for which the **Insured** shall pay and **Insurers** shall accept the renewal premium;

**Insurers** will clearly state in the **Schedule** if the cover provided by this **Policy** means the **Insured** shall:

- i) provide **Insurers** with any additional information requested by a specific date;
- ii) complete any actions agreed between the **Insured** and **Insurers** by a required date;
- iii) allow the **Insurers** to complete any actions agreed between the **Insured** and **Insurers**.

## Insuring Agreement

In return for the **Insured** paying the premium shown in the **Schedule** and any applicable **Excess**, the **policy** will provide the cover given in this **Policy** subject to all limits, terms, conditions, notices and exclusions of this **Policy**.

## Governing Law and Jurisdiction

This contract will be subject to the relevant laws and courts of the Republic of Ireland.

## Policy Interpretation

In this **Policy**:

- (a) a reference to any regulation or statutory provision will include reference to that provision as:
  - (i) amended, re-enacted or replaced from time to time; or
  - (ii) any equivalent legislation to the same general intent and effect in any other jurisdiction,
- (b) if any term, condition, exclusion or **endorsement** or part of this **Policy** is found to be invalid or unenforceable, then the remainder will be in full force and effect,
- (c) any reference to the singular will include reference to the plural, and any reference to the plural shall include the singular,
- (d) the word 'person' refers to any entity or natural person unless otherwise specified by the **Policy**,
- (e) where consent by the **Insurer** is required, such consent will not be unreasonably delayed or withheld,
- (f) headings are for information purposes only and are not to be construed as part of the **Policy**.

The **Insured** should contact their **Insurance Advisor** as soon as possible if:

- (a) anything needs changing, or
- (b) they have any questions in relation this **Policy**.

The **Insured** is advised to keep a written record (including copies of letters and other correspondence) of any information given to the Insurance Adviser when effecting or renewing this **Policy**.

Provided that this **Policy** shall not be in force unless it has been signed by an authorised official of the **Insurer**.



Jane Brady  
MD, Brady Underwriting

Signed for and on behalf  
of the Company

# Notices

## Sanctions Notice

**Insurers** shall not be deemed to provide cover and shall not be liable to pay any Claim or provide any benefit hereunder to the extent that the provision of such cover payment of such Claim or provision of such benefit would expose **Insurers** to any sanction prohibition or restriction under United Nations resolutions or the trade or economic sanctions laws or regulations of the European Union, United Kingdom, United States of America, or The Republic of Ireland.

## Luxembourg Professional Secrecy Notice

### IMPORTANT INFORMATION

#### Luxembourg Professional Secrecy

As a Luxembourg insurance undertaking, Liberty Mutual Insurance Europe SE is subject to an obligation of professional secrecy under the Luxembourg Act of 7 December 2015 on the insurance sector, as amended (the "Luxembourg Act").

The provisions of the Luxembourg Act apply where this policy insures risks that are located in the European Economic Area. The Policyholder acknowledges and agrees that:

- (a) the Insurer shall be permitted to (i) outsource certain services, activities or tasks to, and (ii) rely on services provided by, external providers (including the Insurer's branches and group companies) that may or may not be (a) regulated or (b) located in the Grand-Duchy of Luxembourg (the "**Service Providers**").
- (b) any information that the Policyholder or an authorised representative has provided to the Insurer may be communicated to a Service Provider in the context of outsourcing / reliance on services. This includes information that may directly or indirectly identify the Policyholder, a beneficiary under the Policy or an authorised representative (including present and past employees, directors and officers). The types of information that may be transmitted to Service Providers include, but are not limited to, (i) contact information, such as name, address, email and telephone number; (ii) general information, such as date and place of birth, marital and family status; (iii) official identification, such as national insurance number, tax identification number, passport number or other government issued identification number; (iv) corporate information, such as date of incorporation, registered office address, business activity, registered company number or details of shareholders; and (v) any other information relating to the Policyholder and/or its beneficial owner and/or a beneficiary under the Policy and/or an authorised representative ("**Policyholder Information**");
- (c) it has read and accepted the information provided on the Insurer's website [www.libertyspecialtymarkets.com/Luxembourg-Professional-Secrecy](http://www.libertyspecialtymarkets.com/Luxembourg-Professional-Secrecy) about (i) the types of services the Insurer may outsource to Service Providers; (ii) the types of information the Insurer may transmit to Service Providers; and (iii) the countries in which the Service Providers are located, and understands that such information may be updated from time to time; and
- (d) the transfer and /or disclosure of Policyholder Information to Service Providers is in its best interest and the Policyholder accepts all consequences resulting from such transfer and/or disclosure.

This notice relates solely to the Insurer's professional secrecy obligations under the Luxembourg Act and is not intended to be a notice or meet any obligations under applicable data protection legislation. Please refer to the privacy notice available at [www.libertyspecialtymarkets.com/privacy-and-cookies](http://www.libertyspecialtymarkets.com/privacy-and-cookies) for information about how the Insurer processes any personal data received.

## Privacy Notice

### Compliance with Data Protection Regulations

The **Insurer** will comply with any data protection regulations that may be applicable to it and in particular the provisions of the General Data Protection Regulation EU Regulation 2016/679 (GDPR) and the law on the protection of individuals with regard to the processing of personal data of July 30th, 2018 in its current version.

For the purposes of this article, the following definitions applies:

*"Personal Data"* means any information relating to an identified or identifiable natural person collected and processed by **Insurers**

*"Data subject"* means any identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity.

This Contract does not prevent Us from taking any measure it deems necessary to comply with the applicable data protection legislations.

The **Insurer** will store and/or process Personal Data strictly for the performance of this Contract and to ensure that such data is not accessible by third parties not expressly authorized to receive communication of it or to process it.

The **Insurer** will:

Ensure the strictest confidentiality of Personal Data to which it may have access

Take all the necessary precautions in order to preserve security and confidentiality of this data, and in particular to prevent it from being altered, damaged or communicated to unauthorised third parties.

### Cross-border Transfer of Personal Data

Personal Data may be communicated by the I to third parties, inside and outside the European Union or the European Economic Area (EEA), for purposes strictly relating to the execution of this Contract.

The **Insurer** will not transfer any Personal Data across a border to any natural or legal person, whoever it is, for any purpose other than that relating to the execution of this Contract.

**Liberty Specialty Markets** takes the protection of your personal data seriously and is committed to protecting your privacy. There are a number of different companies within our group. The specific company within Liberty Specialty Markets which acts as the "data controller" of your personal data will be the organisation providing your **policy** as set out in the documentation that is provided to you. If you are unsure you can also contact us at any time by e-mailing us at: [dataprotectionofficer@libertyglobalgroup.com](mailto:dataprotectionofficer@libertyglobalgroup.com) or by post at Data Protection Officer, Liberty Specialty Markets, 20 Fenchurch Street, London EC3M 3AW, UK. Where you provide us or your agent or broker with details about other people, you must provide this notice to them.

In order for us to deliver our insurance services, deal with any claims or complaints that might arise and prevent and detect fraud, we need to collect and process personal data. The type of personal data that we collect will depend on our relationship with you: for example, as a policyholder, third party claimant or witness to an incident. Your information will also be used for business and management activities such as financial management and analysis. This may involve sharing your information with, and obtaining information about you from, our group companies and third parties such as brokers, credit reference agencies, reinsurers, claims handlers and loss adjusters, professional advisors, our regulators or fraud prevention agencies. We also collect personal data about our suppliers and business partners (such as brokers) for the purposes of business management and relationship development.

Please see the full privacy notice available at [www.libertyspecialtymarkets.com/privacy-cookies](http://www.libertyspecialtymarkets.com/privacy-cookies) for further information on how your personal data is used and the rights that you have in relation to the personal data we hold about you. Please contact us using the details above if you wish to see the privacy notice in hard copy.

## Finance Act 1990

The appropriate stamp duty has been or will be paid in accordance with the provisions of Section 113 of the Finance Act 1990.

## Premiums and Duty Insurance Act 1936

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

# Complaints

## Complaint Handling Arrangements:

**Insurers** and Brady Underwriting will always aim to do our best but unfortunately there may be times when things go wrong. If you have a complaint you can contact:

- Your broker
- Brady Underwriting by one of the means below:

By telephone: 0818 91 91 01

By email: [info@bradyunderwriting.ie](mailto:info@bradyunderwriting.ie)

By post:

Brady Underwriting,  
Insurance House  
Main Street,  
Carrick on Shannon,  
Co. Leitrim

Brady Underwriting will:

- Reply to your complaint within five days.
  - Investigate your complaint.
  - Keep you informed of progress.
  - Do everything possible to sort out your complaint.
  - Use feedback from you to improve our service.
- Or if you have a complaint which relates to the **Insurer** or this Insurance product please contact:

Liberty Mutual Insurance Europe SE aims to provide a high quality service to all its customers. In the event that you are dissatisfied please contact us so we can do what we can to help. We take complaints very seriously and aim to address all concerns fairly and efficiently. If you feel that we have not offered you this standard or you have any questions about your contract or the handling of a claim, then in first instance you should contact your insurance broker or intermediary who arranged this insurance for you or the branch that issued the **Policy**.

If you are still not satisfied with the service and wish to make a complaint you may do so in writing or verbally using the contact details below, quoting your **Policy** and/or claim number:

Compliance Officer  
Liberty Mutual Insurance Europe SE  
20 Fenchurch Street,  
London EC3M 3AW,  
Tel +44 (0) 20 3758 0840  
Email:  
[complaints@libertyglobalgroup.com](mailto:complaints@libertyglobalgroup.com)

or

Compliance Officer  
Liberty Mutual Insurance Europe SE  
5-7 rue Leon Laval L-3372 Leudelange,  
the Grand Duchy of Luxembourg  
Tel +352 28 99 13 00  
Email:  
[complaints@libertyglobalgroup.com](mailto:complaints@libertyglobalgroup.com)

Alternatively as Liberty Mutual Insurance Europe SE is a Luxembourg insurance company, you are also entitled to refer the dispute to any of the following dispute resolution bodies:

Commissariat aux Assurances,  
7, boulevard Joseph II,  
L-1840 Luxembourg  
(+352) 22 69 11 – 1  
[caa@caa.lu](mailto:caa@caa.lu)  
[www.caa.lu](http://www.caa.lu)

Médiateur en AssurancesACA,  
12, rue Erasme,  
L-1468 Luxembourg  
(+352) 44 21 44 1  
[mediateur@aca.lu](mailto:mediateur@aca.lu)  
<https://www.ulc.lu/fr>

If you are unhappy with the way we have dealt with your complaint, you may be able to refer your complaint to the Financial Services and Pensions Ombudsman Office in Ireland at the following address:

### Financial Services and Pensions Ombudsman

Lincoln House, Lincoln Place,  
Dublin 2, D02 VH29  
Phone: +3531 567 700  
Email: [info@fspoi.ie](mailto:info@fspoi.ie)  
Website: [www.fspoi.ie](http://www.fspoi.ie)

# Cancellation

## Insured Cancellation Rights

The **Insured** can cancel the **Policy** at any time and may be due the following refunds:

1. If the **Insured** cancels within the first 14 days after the later of the date they receive the **Policy** or the start of the **Period of Insurance**. If no claim has been made, the **Insurer** will provide a full refund of any premium which the **Insured** has paid. If a claim has been made, then the full annual premium is due.
2. If the **Insured** cancels after the first 14 days as outlined in 1 above. If no claim has been made, the **Insurer** will provide a pro-rata refund of premium. This means **you** will only pay for the number of days **you** were covered. If a claim has been made, then the full annual premium is due.

## Insurer Cancellation Rights

The **Insurer** can cancel the **policy** at any time by giving the **Insured** 14 days' notice in writing.

The **Insurer** will only do this for a valid reason, for example:

1. If the **Insured** fails to pay the premium within the agreed timescale
2. a change in risk which means that the **Insurer** can no longer provide the **Insured** with the insurance cover;
3. non-cooperation or failure to supply any information or documentation the **Insurer** requests
4. threatening or abusive behaviour or the use of threatening or abusive language to one of the **Insurer's** staff, agents or suppliers; or
5. the outcome of a survey requires the **Insured** to carry out risk improvements and the **Insured** refuse to carry out such improvements as required by the **Insurer**.

If this insurance is cancelled, the **Insured** will be charged on a pro-rata basis. This means the **Insured** will only pay for the number of days they were covered. For example, if **Period of Insurance** is 12 months and the **Insured** has been covered for six (6) months, the deduction for the time the **Insured** has been covered will be half the annual premium.

If a claim has been made, then the full annual premium is due.

# How To Make A Claim

## Initial Claims Reporting

The **Insured** must report any claim or any incident that is likely to give rise to a claim under this insurance to Davies Group as soon as possible. They can be contacted at the below, please remember to include the **Policy** number:

**Email:** [New.ClaimsIreland@davies-group.com](mailto:New.ClaimsIreland@davies-group.com)

Davies Ireland,  
Unit 10C Beckett Way,  
Park West Business Park,  
Nangor Road,  
Dublin 12  
D12 YR12

**Phone:** +353-1-6238444

For additional support with the claim, the **Insured** can also contact Brady Underwriting at:

**Email:** [claims@bradyunderwriting.ie](mailto:claims@bradyunderwriting.ie)  
**Address:** Brady Underwriting  
Insurance House  
Main Street  
Carrick on Shannon  
Co. Leitrim, N41 R7T8  
**Telephone Number:** 0818 919101

The **Insured** must also conform to the requirements of the and Claims, Loss Reporting and Control Requirements clause within the General Conditions section.

## General Definitions

Each time one of the words or phrases below appears in this **Policy** it shall have the same meaning wherever it appears unless an alternative definition is stated to apply.

Each section of the **Policy** contains definitions which have a specific meaning to that section, they must be read in conjunction with the General Definitions. A defined word or phrase is in **bold type** and has a specific meaning other words may be in capital letters these are also important words.

Each time a defined word appears in the **Policy** it has a specific meaning other words may have capital letters which means they are also important words.

## All Other Contents

Includes:

- 1) documents including **Business** books and records, deeds, documents (including stamps thereon), manuscripts, plans and writings of every description and books (written or printed) including.
- 2) patterns, models, moulds, plans and designs for an amount not exceeding the cost of the labour and materials expended in reinstatement;
- 3) and so far as the same are not otherwise insured, personal property of principals, employees, partners or directors of the **Insured** or visitors.

## Average

means that if at the time of **Damage** the replacement cost as new of the **Property Insured**, or other **Losses** insured under this **Policy**,

are greater than their respective **Sum Insured**, the **Insured** will be responsible for the difference in the value and bear a proportionate share of the **Loss**.

## Building(s)

Used for the **Insured's Business** at the **Premises** located at the address as stated in the **Schedule**:

- i) Building(s);
- ii) Landlords fixtures and fittings;
- iii) Outbuildings, extensions, annexes and gangways;
- iv) Walls gates and fences;
- v) Yards and car parks;
- vi) Telephone, gas, water and electric installations, piping, ducting, cable wires, and associated control gear and accessories extending to the public mains which the **Insured** are responsible to repair or reinstate.

Unless specifically agreed by the **Insurers** the **Buildings** must be built of brick, stone or concrete and roofed with slate, tile or concrete and/or are as more particularly described and declared in the proposal form or statement of fact.

## Business

The **Business Trade or Activity**, as stated in the **Schedule**, of the **Insured** carried out at the **Premises** or as otherwise agreed by **Insurers** including:

- 1) The provision and management of canteens, sports, social and welfare and medical organisations for the benefit of **Employees** and first aid fire security and ambulance services;
- 2) The ownership and routine maintenance and repair of the **Premises** from which the **Business** is conducted;
- 3) The private work undertaken by any director or partner or executive of the **Insured**.

## Computer and Electronic Equipment

All computers, computer installations and systems, microchips, integrated circuits, microprocessors, embedded systems, hardware, and any electronic equipment, data processing equipment, information repository, telecommunication equipment, computer controlled or programmed machinery, equipment capable of processing data and/or similar devices whether physically or remotely connected thereto.

## Condition Precedent

Is a condition of **Insurers** liability that must be satisfied before **Insurers** have any liability to indemnify the **Insured** in relation to a **Loss** and is a condition which continues to be effective throughout the **Period of Insurance**.

## Damage

Means direct physical **Loss**, physical damage or destruction to tangible property, which is both sudden and accidental. Damaged will have the equivalent meaning.

## Excess

The first part of each claim, for which the **Insured** is responsible



## Denial of Service Attack

Any actions or instruction with the ability to **Damage**, interfere with, or otherwise affect the availability of **Computer and Electronic Equipment** or **Data**, including but not limited to the generation of excess traffic into network addresses, the exploitation of system of network weaknesses, and the generation of excess or non-genuine traffic within, between or amongst networks.

## Gaming, Amusement and Entertainment Equipment

Gaming, amusement machines, snooker or pool table, bingo, casino and other entertainment equipment including but not limited to special lighting, staging, props and sound equipment, including tapes, records, compact discs and mini discs.

## Injury

Bodily injury including death, illness and disease, excluding all allegations of defamation and excluding injury to feelings sustained during the **Period of Insurance**.

## Insured

- i) the company or other organisation including any subsidiary companies of the **Insured** that are in existence at the inception date of the insurance and have been declared to the **Insurers** until such time as they may be sold or otherwise disposed (but not excluding any liabilities incurred prior to disposal);
- ii) including the legal or personal representatives of the **Insured** in respect of any claim under this **Policy** incurred on behalf of the **Insured**.

## Insurer

**Liberty Mutual Insurance Europe SE** (LMIE) trading as Liberty Specialty Markets, a member of the Liberty Mutual Insurance Group. Registered office: 5-7 rue Leon Laval, L-3372, Leudelange, Grand Duchy of Luxembourg, Registered Number B232280 (Registre de Commerce et des Sociétés). LMIE is a European public limited liability company and is supervised by the Commissariat aux Assurances and licensed by the Luxembourg Minister of Finance as an insurance and reinsurance company.

LMIE's UK branch registered address is 20 Fenchurch Street, London, EC3M 3AW which is authorised by the Commissariat aux Assurances and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority (registered number 829959). Details about the extent of regulation by the Financial Conduct Authority and Prudential Regulation Authority are available from LMIE on request.

See [www.libertyspecialtymarkets.com](http://www.libertyspecialtymarkets.com)

## Loss / Losses

A potential **Loss**, claimed **Loss**, actual **Loss** or circumstances which may give rise to a claim.

## Machinery, Plant, Contents

Machinery, plant and **All Other Contents**, fixtures, fittings, furniture, office equipment, tenants' improvements and alterations; telephone, telex, facsimile, computer, ancillary equipment, computer installations within the **Buildings** all belonging to the **Insured** or held by the **Insured** in trust for which they are responsible but excluding:

- a) landlord's fixtures and fittings;
- b) stock;
- c) **Money**;
- d) property more specifically insured.

## Miscellaneous

As specified in the **Schedule** being the property of the **Insured** or for which the **Insured** is responsible and not otherwise more specifically insured.

## Money

Current coin, bank and currency notes, cheques, travellers cheques, national giro payment orders, postal and money orders, current unused postage stamps, national savings stamps and certificates, premium bonds, luncheon vouchers, credit card and debit card vouchers, unused franking machine units, trading stamps, gift tokens, customer redemption vouchers, holiday with pay stamps, bankers' drafts, promissory notes, bonds, securities, bills of exchange, dividend warrants, Value Added Tax (VAT) purchase invoices, travel tickets, letters of credit, or other negotiable instruments.

## Occurrence

Means an **Occurrence** or series of **Occurrences** consequent on or attributable to one source or original cause giving rise to indemnity under this **Policy** taking place within the **Territorial Limits** during the **Period of Insurance** in connection with the **Business**.

## Offshore

From the time of embarkation by an **Employee** on to a conveyance at the point of departure to an offshore rig or offshore platform until disembarkation by the **Employee** from a conveyance onto land upon return from an offshore rig or offshore platform.

## Period of Insurance

The period specified in the **Schedule**, which time is taken as Greenwich Mean Time and/or any other period agreed by **Insurers**.

## Policy

- i) all information provided to the **Insurers** as part of a proposal for issue/renewal or amendment of the insurance as set out in this document;
- ii) all terms, provisions, exclusions, conditions, **Sums Insured**, and limits of indemnity as set out in this document;
- iii) the **Schedule**, notices and other documents as they arise;
- iv) all endorsements issued and incorporated in this document.

All the terms and conditions, exclusions, endorsements and amendments are deemed to be continuous throughout the **Period of Insurance**.

## Premises

Occupied by the **Insured** and its environs within the perimeter of the land for the purpose of the **Business** including any portion or portions of the **Premises** used or leased to or by persons connected to the **Business** at the address(es) specified in the **Schedule**

## Property Insured

The items of property listed in the Schedule, comprising of **Buildings, gaming, amusement and entertainment equipment, machinery, plant, contents, money and stock** owned or used by the **Insured** for the purpose of the **Business** which includes a specific **Sum Insured** or **Limit of Liability** against each item.

## Rent

**Money** paid or payable in respect of the **Buildings**, provided always that cover will only apply to the **Building** or any part thereof is unfit for occupation and then the amount payable will not exceed the amount due in respect of the period necessary for reinstatement.

## Schedule

**Schedule** that includes the names and address of the **Insured**, the premium and other variables to this **Policy**. **Schedules** may be re-issued from time to time where each successor overrides the earlier document.

## Stock

- i) Stock and materials in trade, including work in progress, at the **Premises**, the property of the **Insured** or held by the **Insured** in trust for which the **Insured** are responsible excluding property more specifically insured.
- ii) Tobacco, cigars, cigarettes, wines and spirits;

## Sums Insured

The amount set against each item in the **Schedule** or Declared Value including specified uplift.

## Limit(s) of Liability

- v) The most **Insurers** will pay, in respect of each Section or Extension as described under each Section or Extension unless shown as otherwise in the **Schedule**.
- vi) **Limits** which are described as 'Per occurrence' is the maximum amount **Insurers** will pay in respect of a single occurrence, regardless of the number of premises or locations affected.
- vii) Where a limit is 'in the aggregate' this is the maximum amount **Insurers** will pay in respect of claims under a particular Section or Extension or Endorsement during the policy period. This is regardless of the number of claims, premises or occurrences

## Territorial Limits

Republic of Ireland

# General Conditions

## Applicable to All Sections (Unless Otherwise Stated)

### Additional Insured

Subject to **Insurers** prior agreement this **Policy** will extend to include **Additional Insured's** who have an insurable interest in the **Property Insured** provided there is no increase in the **Sum Insured / Limits of Liability** as stated in the **Schedule**.

### Alteration

The **Insured** must notify the **Insurer** as soon as possible if any changes occur during the **Period of Insurance** which materially increase the risk of accident, **Bodily Injury, Loss, Damage** or liability.

Following notification of any such change the **Insurer** will be entitled to vary the premium and terms for the rest of the **Period of Insurance**. If the changes make the risk unacceptable to the **Insurer** then they may no longer be able to provide the **Insured** with cover.

If the **Insured** does not notify the **Insurer** of any such change this **Policy** may be affected in one or more of the following ways depending on what the **Insurer** would have done had they known about the change in circumstances:

- a) if the **Insurer** would not have continued to provide the **Insured** with any cover the **Insurer** may treat this **Policy** as if it did not exist from the date of the change in circumstances; or
- b) if the **Insurer** would have applied different terms to the cover the **Insurer** may treat this **Policy** as if those different terms applied from the date of the change in circumstances; and/or
- c) if the **Insurer** would have charged you a higher premium for providing the cover the **Insurer** will charge you the additional premium which the **Insured** must pay in full.

The **Insured** should keep a record (including copies of letters) of all information supplied to **us** in connection with this insurance.

### Arbitration

If any dispute arises under this **Policy** that cannot be resolved between the **Insured**, the **Insurers** and Brady Underwriting, it will be referred to arbitration in line with the Arbitration Act 2010, or any subsequent and equivalent legislation. This will involve referring the dispute to a single arbitrator, to be appointed jointly by the parties. If an appointment cannot be agreed jointly, the arbitrator will be appointed by the Chair of The Council of the Bar of Ireland.

Any dispute not referred to arbitration within 12 months will be deemed to have been abandoned.

Examples of a dispute that can be taken to arbitration are a dispute over:

- a) the construction or interpretation of any terms within this **Policy**;
- b) any claims, whether that be in respect of coverage or the amount of any claim payment; or
- c) any other matter about or related to this contract of insurance.

### Claims, Loss Reporting and Control Requirements (Not applicable to Section 5 and 6)

Unless otherwise stated in each Section:

If the **Insured** fails to fulfil any of the following conditions the **Insured** may lose the right to indemnity or payment for that claim and, in the event that **Insurers** have made any payment on account, if the **Insured** fails to comply with the following the **Insured** will repay to **Insurers** such monies within THIRTY (30) days of **Insurers** request for such repayment.

- a) Upon the discovery of any **Loss**, the **Insured** must at the **Insured's** expense:
  - i) tell **Insurers** about the **Loss** (other than riot) as soon as reasonably practicable but in any event no later than thirty (30) days thereafter;
  - ii) in respect of riot tell **Insurers** about the **Loss** as soon as reasonably practicable but in any event no later than SEVEN (7) days thereafter;
  - iii) report the **Loss** to the police as soon as possible in the case of **Loss**, destruction or **Damage** by theft, attempted theft or malicious persons
  - iv) for a Claim under Section 2 or when applicable any other Section covering Business Interruption, tell **Insurers** no later than THIRTY (30) days after the end of the expiry of the Indemnity Period or such time as **Insurers** may allow.
- b) In all events the **Insured** must:
  - i) protect the **Property Insured** from further **Damage** and take any action reasonably practicable to minimise or avoid any further **Damage** or interruption of or interference with the **Business**;
  - ii) pass to **Insurers** unanswered immediately all communications from third parties in relation to any event which may result in a claim under this **Policy**;
- c) provide **Insurers** with:
  - i) the details of any other insurance covering the **Damage**;
  - ii) any books, records and documents **Insurers** require to assess the **Insured's** claim.

The **Insured** must as soon as reasonably practicable provide **Insurers** with all information in the **Insured's** possession or under the **Insured's** control of a potential **Loss** or circumstances which may give rise to a claim known and/or notified to the **Insured** in accordance with the above and the **Insured** shall thereafter keep **Insurers** fully informed as regards all developments relating to the claim as soon as they occur or such further time that **Insurers** may allow.

If **Damage** occurs which may lead to a Claim, **Insurers** may:

- a) enter and take possession of the **Property Insured**;
- b) take possession of or require the **Insured** to deliver to **Insurers** the **Property Insured** which **Insurers** will deal with in a reasonable manner without incurring liability or reducing **Insurers** rights.

**Insurers** will not pay for **Damage** if the **Insured** or anyone acting on the **Insured's** behalf:

- a) does not comply with **Insurers** requirements;
- b) hinder or obstruct **Insurers**.

The **Insured** must not admit, repudiate liability nor offer to settle, compromise make payment which may result in a **Loss** or pay any claim under the **Policy** without **Insurers** prior written agreement.

**Insurers** shall have the right at any time to take full control of the investigation, adjustment and settlement of any claim notified as aforesaid and **Insurers** may appoint any other person or persons to act on **Insurers** behalf for such purpose and any settlement agreed by **Insurers** shall be binding on the **Insured**.

The **Insured** shall co-operate fully with **Insurers** and any other person or persons designated by **Insurers** in the investigation adjustment and settlement of any Claim notified to **Insurers** as aforesaid, and the **Insured** shall not without first consulting with **Insurers** or **Insurers** appointed representatives litigate any such claim.

In the event of a Claim hereunder the **Insured** shall be responsible for reporting the **Loss** to **Insurers** and any other insurers.

## Claims Reporting and Claims Control (Section 5 and Section 6 only)

The due observance and fulfilment of the provisions of this clause is a **Condition Precedent** to **Insurers** liability for any claim under this **Policy**.

Upon the happening of any **Occurrence** or incident the **Insured** shall immediately or as soon as practicable give written notice to **Insurers together** with full particulars which should include:

- a) how, when and where the **Occurrence** or incident took place;
- b) the names and addresses of any injured persons and where possible the name and address of any witnesses;
- c) the nature and location of any **Injury** or **Damage**.

The **Insured** shall at his expense promptly take all reasonable steps to prevent other Bodily **Injury** or Property **Damage** arising out of the same **Occurrence** or incident.

- a) The **Insured** must:
  - (i) immediately upon receipt forwarded to **Insurers** every letter claim writ summons and process;
  - (ii) authorise **Insurers** to obtain records and other information;
  - (iii) co-operate with **Insurers** in the investigation, settlement or defences of the claim or suit; and
  - (iv) assist **Insurers** upon **Insurers** request in the enforcement of any right against any person or organisation which may be liable to the **Insured** because of Bodily **Injury** or Property **Damage** which this insurance may apply.
- b) The **Insured** shall not voluntarily make a payment assume any obligation or incur any expenses other than for first aid without **Insurers** prior written consent.
- c) No admission offer promise payment or indemnity shall be made or given by or on **Insurers** behalf without **Insurers** written consent whereupon **Insurers** shall be entitled to take over and conduct in the **Insured's** defence or settlement of any claim or prosecute any claim in the **Insured's** name for its own benefit and shall have full discretion in the conduct of any proceedings and in the settlement of any claim either before or after indemnification.
- d) The **Insured** shall give all such information and assistance as the **Insurers** may require and keep **Insurers** informed as regards all developments relating to the **Occurrence** as soon as they occur or such further time as **Insurers** may allow.

## Currency

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

## Discharge of Liability

The **Insurers** may at any time at its absolute discretion pay to the **Insured** the amount of the **Limit of Indemnity** (after deduction of any sums already paid as damages) or any lesser amount for which any claim may be settled and on payment the **Insurers** will relinquish conduct and control of the claims except for recoverable expenses of litigation.

The **Insurers** will be under no further liability in connection with these claims except (but subject always to the Limit of Indemnity) for other costs and expenses incurred with its written consent in respect of matters prior to the date of such payment.

## Health & Safety

It is a **Condition Precedent** to **Insurers** liability that:

- a) the **Insured** shall have and maintain in place a written health and safety policy and shall undertake health and safety risk assessments as required by applicable health and safety legislation and regulation from time to time;
- b) to the extent that the **Insured** is not required by law or regulation to carry out formal risk assessments or maintain a written health and safety policy the **Insured** shall nevertheless have in place and communicate to its employees an appropriate health and safety policy and generally take all steps as may reasonably be necessary to mitigate health and safety risk in the workplace;
- c) in all cases the **Insured** shall ensure that adequate and appropriate health and safety training is provided to its employees and other staff;
- d) the **Insured** shall provide copies of any risk assessments or reports or health and safety policy within 30 days of the **Insurers'** request.

## Insolvency

This Insurance does not cover any **loss** directly or indirectly arising out of, contributed to, by, or resulting from the **Insured's** bankruptcy, insolvency, liquidation, winding up, administration or arrangement with creditors or insufficient funding.

## Involuntary Betterment

In the event that new property of like kind and quality is not obtainable following **Damage**, property which is as similar as possible to that which has sustained **Damage** and which is capable of performing the same function shall be deemed to be new property of like kind and quality and in no event shall this be considered as a betterment except that **Insurers** liability shall not exceed the **Limit of Liability** shown in the **Schedule**.

## Lenders Interests

**Insurers** note the interest of mortgagees, bankers, lenders and others with an insurable interest in the **Property Insured**.

## Limits of Liability / Sums Insured

The **Limit(s) of Liability** or **Sums Insured** shall apply in excess of any applicable **Excess** and shall not be increased unless the increase is specified in the extension, endorsement or amendment.

## Local Authority Licence

It is a **Condition Precedent** to liability that the **Insured** shall obtain the necessary Local Authority Licence(s) to conduct the **Business** and take all reasonable steps to implement and maintain in force any and all control measures stated in the relevant operating **Schedule** in order to comply with the regulations. Further if such licence is withdrawn or revoked then this Insurance shall terminate with immediate effect.

## Non-Invalidation

This insurance shall not be invalidated by any inadvertent act, omission or alteration by the **Insured** whereby the risk of **Damage** is increased unknown to and or beyond the **Insured's** control provided that immediately, and in any event not more than FIFTEEN (15) days thereafter, the **Insured** becomes aware thereof shall give **Insurers** notice and pay any additional premium as **Insurers** may require.

## Observance of Policy Terms

The **Insured** must fulfil all terms, conditions, and endorsements, of this **Policy** in so far as they relate to anything to be done or complied with by the **Insured**.

## Other Insurance

If any claim under this **Policy** is also covered in whole or in part by any other insurance effected by or on behalf of the **Insured** the liability of the **Insurers** shall be limited to its rateable proportion of such claim. If any such other insurance shall be subject to under insurance this **Policy**, if not already subject to any such condition, shall be subject to average in like manner.

## Other Insurance (Section 5 & 6)

If the liability which is the subject matter of a claim under Section 5 and 6 of this **Policy** is insured under any other insurance, the **Insurers** shall not be liable under this **Policy**, except in respect of any **Excess** beyond the maximum amount which would be payable under such other insurance had this **Policy** not been effected.

## Reasonable Precautions

The **Insured** shall take all reasonable precautions:

- i) for the safety of the **Property Insured**;
- ii) in checking the credentials of the **Employees** it engages;
- iii) for ensuring compliance with all regulatory and other obligations imposed by authority.

and shall take all reasonable steps to prevent any **Occurrence** which may give rise to a claim under this **Policy**.

## Salvage

All salvages, recoveries and payments recovered or received subsequent to a claim settlement under this **Policy** shall be applied as if recovered or received prior to the said settlement and all necessary adjustments shall be made by the parties hereto. Unless otherwise agreed in writing between the **Insured** and **Insurers** all salvage shall remain **Insurers** property.

## Stamp Duty

Stamp Duty has been or will be paid in accordance with the provisions of section Section 5 of the Stamp Duties Consolidation Act 1999, as amended.

## Subrogation

If **Insurers** become liable for any payment under this insurance **Insurers** shall be subrogated to the extent of such payment to all the rights and remedies of the **Insured's** against any party for such **Loss**, and **Insurers** shall be entitled, at their own expense, to sue in the **Insured's** name. The **Insured** shall give **Insurers** all such assistance in the **Insured's** power as **Insurers** may require to secure **Insurers** rights and remedies either before or after indemnification.

## Under Insurance (Average)

This **Policy** and each item insured hereunder is separately subject to **Average**.

## Insurers' Rights

On the happening of **Damage** for which a claim is or may be made under this **Policy**, **Insurers**, and every person authorised by **Insurers**, may without thereby incurring any liability and without diminishing **Insurers** right to rely upon any conditions of this **Policy**, enter take or keep possession of the **Building** or **Premises** where the **Damage** has occurred and may take possession of, or require to be delivered to them, any of the **Property Insured** and may keep possession of and deal with such **Property Insured** for all reasonable purposes and in any reasonable manner.

The **Insured** hereby agrees that this clause gives **Insurers** or any other designated person, licence to inspect the **Premises** at any time during the **Period of Insurance** and that the **Insured** shall co-operate fully with **Insurers** and any other person or persons designated by **Insurers** in the inspection.

This condition shall be evidence of **Insurers** leave and licence so to do. If the **Insured** or anyone acting on the **Insured's** behalf shall not comply with **Insurers** requirements or shall hinder or obstruct **Insurers** in doing any of the above-mentioned acts then all benefit under this **Policy** shall be forfeited.

The **Insured** shall not in any case be entitled to abandon any **Property Insured** to **Insurers** whether taken possession of by **Insurers** or not.

## General Exclusions

This **Policy** does not cover **Loss Damage** liability or cost consisting of or in consequence of:

### Asbestos, Silica, Polychlorinated Biphenyl, Urea-formaldehyde

Liability arising in whole or in part, directly or indirectly out of asbestos, asbestos fibres or products containing asbestos or silica, polychlorinated biphenyls or urea-formaldehyde where such liability arises out of the known or suspected injurious or damaging effects of the above. Furthermore this insurance shall not apply to:

- i) any liability for costs or expenses incurred in the removal, repair or replacement of any of the above or products containing any of the above incorporated in any **building**, structure, installation, plant or **Premises**;
- ii) any liability arising out of any express or implied duty or obligation of **Insurers** to defend any claim or suit against the **Insured** alleging actual or threatened **injury** or **Damage** arising out of the above.

### Biological or Chemical Materials Exclusion

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 the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

### Communicable Disease Exclusion

This **Policy** does not cover any **Loss, Damage**, liability or cost of whatsoever nature caused directly or indirectly, contributed to by, or attributable to a Communicable Disease, or fear or threat of a Communicable Disease. Communicable Disease means any disease capable of being transmitted from an infected person or species to a susceptible host, either directly or indirectly.

### Cyber Event Exclusion for Loss of Personal Data

The **policy** does not cover any **Loss, Damage**, fees, costs, charges, fines, penalties expenses and/or liability arising out of, based upon or attributable to any Cyber Event.

For the purposes of this endorsement, a Cyber Event means any:

- (a) **Damage to, Loss,** destruction, corruption, theft, unauthorized or negligent processing, collection, recording, retrieval, disclosure, dissemination, disposal or loss of operational control of personal information in any form;
- (b) **Loss,** theft or unauthorized disclosure of personal information or personal **Data,** (other than information that is lawfully available in the public domain or to the general public unless such information which had been publicly available became uniquely identifiable through collection and/or processing);
- (c) unauthorized access to or use of any personal information or personal **Data ta,** (other than information that is lawfully available in the public domain or to the general public unless such information which had been publicly available became uniquely identifiable through collection and/or processing) occurring in the Company's Computer System;
- (d) non-physical and technological failure of computer system security or other technological security measures aimed at protecting **Data** in any format;
- (e) malicious direction of network traffic, introduction of malicious computer code, or other malicious attack directed at, occurring within, or utilizing the Company's Computer System; and/or
- (f) breach of laws and regulations pertaining to privacy and resulting from items (a) to (e) above.

Company's Computer System means a computer system leased, owned or operated by or which is made available or accessible to the insured company for the purpose of storing and processing the insured company's electronic **Data** or software.

### Electronic Data Exclusion

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

This **Policy** does not insure **Loss,** Property **Damage,** destruction, distortion, erasure, corruption or alteration of ELECTRONIC DATA from any cause whatsoever (including but not limited to COMPUTER VIRUS) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the **Loss.**

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

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

### Electronic Data Processing Media Valuation

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

Should electronic data processing media insured by this **Policy** suffer physical **Loss** or **Damage** insured by this **Policy,** then the basis of valuation shall be the cost to repair, replace or restore such media to the condition that existed immediately prior to such **Loss** or **Damage,** including the cost of reproducing any Electronic Data contained thereon, providing such media is repaired, replaced or restored. Such cost of reproduction shall include all reasonable and necessary amounts, not to exceed EUR5,000 any one loss, incurred by the **Insured** in recreating, gathering and assembling such Electronic Data. If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. However this **Policy** does not insure any amount pertaining to the value of such *Electronic Data* to the **Insured** or any other party, even if such *Electronic Data* cannot be recreated, gathered or assembled.

### Industries Seepage, Pollution and Contamination

This Insurance does not cover any liability for:

1. Personal **Injury** or Bodily **Injury** or **Loss of, Damage to,** or loss of use of property directly or indirectly caused by seepage, pollution or contamination, provided always that this paragraph shall not apply to liability for Personal **Injury** or Bodily **Injury** or **Loss of** or physical **Damage to** or destruction of tangible property, or loss of use of such property **Damaged** or destroyed, where such seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening during the **Period of Insurance.**
2. The cost of removing, nullifying or cleaning-up seeping, polluting or contaminating substances unless the seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening during the **Period of Insurance.**
3. Fines, penalties, punitive or exemplary damages.

This Clause shall not extend this insurance to cover any liability which would not have been covered under this insurance had this Clause not been attached.

### Micro-Organism Exclusion

This **Policy** does not insure any **Loss, Damage, Claim,** cost expense or other sum directly or indirectly arising out of or relating to mould, 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 or potential threat to human health.

This exclusion applies regardless whether there is:

- a) **Damage to Property Insured;**
- b) any contingency or cause whether or not contributing concurrently or in any sequence;
- c) any **Loss** of use occupancy or functionality;
- d) any action required including but not limited to repair, replacement, removal, clean-up, abatement, disposal, relocation or steps taken to address medical or legal concerns.

This exclusion supersedes and replaces any provision either in whole or in part in this **Policy** that provides insurance for these matters.

## Nuclear Energy Risks Exclusion

This **Policy** excludes Nuclear Energy Risks whether such risks are written directly and/or by way of reinsurance and/or via Pools and/or Associations.

For all purposes of this agreement Nuclear Energy Risks shall mean all first party and/or third party insurances or reinsurances (other than Workers'

Compensation and Employers' Liability) in respect of:-

- a) All on the site of a nuclear power station.  
Nuclear Reactors, reactor buildings and plant and equipment therein on any site other than a nuclear power station.
- b) All Property, on any site (including but not limited to the sites referred to in (a) above) used or having been used for:-
  - (i) The generation of nuclear energy; or
  - (ii) The Production, Use or Storage of Nuclear Material.
- c) Any other Property eligible for insurance by the relevant local Nuclear Insurance Pool and/or Association but only to the extent of the requirements of that local Pool and/or Association.
- d) The supply of goods and services to any of the sites, described in (a) to (c) above, unless such insurances or reinsurances shall exclude the perils of irradiation and contamination by Nuclear Material. Except as undernoted, Nuclear Energy Risks shall not include:-
  - (i) Any insurance or reinsurance in respect of the construction or erection or installation or replacement or repair or maintenance or decommissioning of Property as described in (a) to (c) above (including contractors' plant and equipment);
  - (ii) Any Machinery Breakdown or other Engineering insurance or reinsurance not coming within the scope of (i) above;

Provided always that such insurance shall exclude the perils of irradiation and contamination by *Nuclear Material*.

However, the above exemption shall not extend to:-

- (1) The provision of any insurance or reinsurance whatsoever in respect of:-
  - (a) Nuclear Material;
  - (b) Any Property in the High Radioactivity Zone or Area of any Nuclear Installation as from the introduction of Nuclear Material or - for reactor installations - as from fuel loading or first criticality where so agreed with the relevant local Nuclear Insurance Pool and/or Association.
- (2) The provision of any insurance or reinsurance for the undernoted perils:
  - Fire, lightning, explosion;
  - Earthquake;
  - Aircraft and other aerial devices or articles dropped therefrom;
  - Irradiation and radioactive contamination;
  - Any other peril insured by the relevant local Nuclear Insurance Pool and/or Association; in respect of any other Property not specified in (1) above which directly involves the Production, Use or Storage of Nuclear Material as from the introduction of Nuclear Material into such Property.

## Definitions

Nuclear Material means:-

- (i) Nuclear fuel, other than natural uranium and depleted uranium, capable of producing energy by a self-sustaining chain process of nuclear fission outside a Nuclear Reactor, either alone or in combination with some other material; and
- (ii) Radioactive Products or Waste.

Radioactive Products or Waste means any radioactive material produced in, or any material made radioactive by exposure to the radiation incidental to the production or utilisation of nuclear fuel, but does not include radioisotopes which have reached the final stage of fabrication so as to be usable for any scientific, medical, agricultural, commercial or industrial purpose.

Nuclear Installation means:-

- (i) Any Nuclear Reactor;
- (ii) Any factory using nuclear fuel for the production of Nuclear Material, or any factory for the processing of Nuclear Material, including any factory for the reprocessing of irradiated nuclear fuel; and
- (iii) Any facility where Nuclear Material is stored, other than storage incidental to the carriage of such material.

Nuclear Reactor means any structure containing nuclear fuel in such an arrangement that a self-sustaining chain process of nuclear fission can occur therein without an additional source of neutrons.



Production, Use or Storage of Nuclear Material means the production, manufacture, enrichment, conditioning, processing, reprocessing, use, storage, handling and disposal of Nuclear Material.

Property shall mean all land, buildings, structures, plant, equipment, vehicles, contents (including but not limited to liquids and gases) and all materials of whatever description whether fixed or not.

High Radioactivity Zone or Area means:

- (i) For nuclear power stations and Nuclear Reactors, the vessel or structure which immediately contains the core (including its supports and shrouding) and all the contents thereof, the fuel elements, the control rods and the irradiated fuel store; and
- (ii) For non-reactor Nuclear *Installations*, any area where the level of radioactivity requires the provision of a biological shield.

## Radioactive Contamination Exclusion

This **Policy** does not cover:

- (a) **Loss** or destruction of or **Damage** to any property whatsoever or any **Loss** or expense whatsoever resulting or arising therefrom or any consequential loss;
- (b) any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

## Sonic Bang Exclusion

Notwithstanding anything to the contrary contained herein this Insurance does not cover **Loss**, destruction or **Damage** directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic, supersonic or hypersonic speeds.

## Terrorism Exclusion

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes liability for **Loss**, **injury**, **Damage**, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the **Loss**.

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 endorsement also excludes loss, **Injury**, **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 any act of terrorism.

If **Insurers** allege that by reason of this exclusion, any loss, **Injury**, **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.

## War Civil War Exclusions

Notwithstanding anything to the contrary contained herein this **Policy** does not cover **Loss** or **Damage** directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or **Damage** to property by or under the order of any government or public or local authority.

# Section 1 Property Damage

**Insurers** will indemnify the **Insured** for **Damage** to the **Property Insured** at the **Premises** described in the **Schedule** during the **Period of Insurance** subject otherwise to the limits, terms, conditions and exclusions of this **Policy**.

The maximum **Insurers** will pay under Section 1 in any one **Period of Insurance** will not exceed:

- a) the **Sum Insured** on each item; or
- b) the Total **Sum Insured**; or
- c) any other maximum amount payable or **Sum Insured** stated in the **Schedule**.

The maximum **Insurers** will pay for any one Claim is:

- a) for any item the **Sum Insured** stated in the **Schedule** or as amended by each Section;
- b) in the aggregate the Total **Sum Insured**.

## Section 1 Definitions

(The **Insured** should also refer to the **General Definitions**).

The following definition applies to Section 1 and keeps the same meaning wherever it appears below unless an alternative Definition is stated to apply. In the case of any conflict between the definitions in this Section and the **Policy** Definitions the definitions in this Section shall prevail.

### Defined Peril

Fire, lightning, explosion, aircraft or other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons, earthquake, storm, flood, escape of water or oil from any tank apparatus, pipe or appliance (but not sprinkler leakage), falling trees, impact, underground fire.

## Section 1 Extensions

### Asbestos Clause

Notwithstanding anything herein to the contrary this **Policy** only insures asbestos physically incorporated in an insured **building** or structure and then only that part of the asbestos which has been physically **Damaged** during the **Period of Insurance** caused by fire, lightning, explosion, aircraft, earthquake or underground fire only.

This coverage is subject to all limitations in this **Policy** to which this clause is attached and in addition to each of the following specific limitations:

- a) The said **building** or structure must be insured under **Section 1** for **Damage** by fire, lightning, explosion, aircraft, earthquake or underground fire;
- b) fire, lightning, explosion, aircraft, earthquake or underground fire must be the immediate sole cause of the **Damage** to the asbestos;
- c) insurance under this **Policy** for asbestos shall not include any sum relating to:
  - i) any faults in the design manufacture or installation of the asbestos;
  - ii) asbestos not physically **Damaged** by fire, lightning, explosion, aircraft, earthquake or underground fire;
  - iii) any governmental or regulatory authority direction or request of whatsoever nature relating to the removal of undamaged asbestos;
  - iv) demolition or increased cost of reconstruction, repair, debris removal or **Loss** of Use necessitated by the enforcement of any law or ordinance regulating asbestos material;
  - v) the illness or death of any person.

Except as set forth in the foregoing Asbestos Clause this **Policy** does not insure asbestos

### Architects' and Other Professional Fees

Unless more specifically insured, the insurance provided by this Section on **Buildings** and **All Other Contents** shall include an amount in respect of architects', surveyors', consulting engineers' and other fees necessarily and reasonably incurred in the reinstatement of such **Property Insured** consequent upon **Damage**. **Insurers** liability will not exceed EUR25,000 in the aggregate during the **Period of Insurance**.

### Contract Price

In respect only of goods sold but not delivered for which the **Insured** are responsible and which are subject to a sale contract which, following **Damage**, is cancelled by reason of its conditions wholly or to the extent of the **Damage**, the liability of the **Insurers** shall be based on the contract price. For the purpose of this insurance the value of all goods to which this clause could apply in the event of **Damage** shall also be ascertained on this basis.

## Debris Removal

This Section shall include costs and expenses necessarily incurred by the **Insured** with the consent of the **Insurers** in removing from the site or the area immediately adjacent thereto such **Damaged Property Insured** debris and:

- a) dismantling and/or demolishing, shoring up or propping the portion or portions of the **Property Insured**, clearing drains, sewers, gutters the property of the **Insured** or for which the **Insured** is responsible;
- b) extraneous materials from machinery, plant and or equipment whether or not such machinery, plant and/or equipment has been damaged;
- c) damaged **Stock**.

Excluding costs or expenses:

- i) arising from or in consequence of pollution or contamination;
- ii) for temporary boarding-up of windows as part of a claim for breakage of glass.

**Insurers** liability will not exceed EUR5,000 any one **Loss** and EUR10,000 in the aggregate during the **Period of Insurance**.

## Deterioration of Stock

This Section includes **Damage** to the deterioration, contamination or putrefaction foodstuffs contained in refrigerating units, the property of the **Insured** or held in trust for which the **Insured** is responsible caused by or arising from:

- a) accidental leakage or refrigerant or refrigerant fumes from the unit;
- b) rise or fall in temperatures as a result of:
  - i) the breaking, distortion or burning out of any part of the unit arising from mechanical or electrical defects in the unit occurring whilst the unit is being used under normal working conditions;
  - ii) non-operation of the thermostatic or automatic controlling devices forming part of the unit;
  - iii) accidental failure of the public electricity supply not occasioned by the deliberate act of any supply company;

This does not cover **Damage** caused by or resulting from:

- i) failure of the electricity supply services which does not exceed sixty consecutive minutes;
- ii) failure of the electricity supply services due to the deliberate act of any supply company unless performed for the sole purpose of safeguarding life or protecting any part of the supply company systems;
- iii) any scheme of rationing not necessitated solely by **Damage** to the supply company's generating or supply equipment;
- iv) wear and tear, deterioration or gradually developing flaws or defects in the unit or incorrect setting of thermostats and automatic controls;
- v) the use of a refrigerating machine over ten years old unless specifically agreed in writing by the **Insurers**;
- vi) **Damage to Stock** which is passed its Sell by Date or Best Before date.

It is a **Condition Precedent** to any liability under this Extension that there is in force a planned maintenance program for the servicing of the refrigerating machine at regular intervals (as recommended by the manufacturer) by the manufacturer or a competent refrigeration engineer and that a proper record is kept. Any defects arising during the **Period of Insurance** must be addressed immediately. Should any defect arise the **Insurers** must be notified immediately. **Insurers** shall not be liable for the first EUR100 of each and every claim. **Insurers** liability will not exceed EUR5,000 any one **Loss**.

## Public Authorities

Unless stated to the contrary the insurance by this Section relating to "**Buildings**" and "**Machinery, Plant, Contents**", extends to include such additional cost of reinstatement of the destroyed or damaged property thereby 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 the Oireachtas or with Bye-Laws of any Municipal or Local Authority provided that:

1) The amount recoverable under this extension shall not include:

- a) the cost incurred in complying with any of the aforesaid Regulations or Bye-laws:
  - (i) in respect of **Damage** occurring prior to the granting of this extension;
  - (ii) in respect of **Damage** not insured by this **Policy**;
  - (iii) under which notice has been served upon the **Insured** prior to the happening of the **Damage**;
  - (iv) in respect of undamaged property or undamaged portions of property other than foundations (unless foundations are specifically excluded from the insurance by this **Policy**) 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 or Bye-Laws 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 or Bye-Law.

2) The work of reinstatement must be commenced and carried out with reasonable despatch and in any case must be completed within twelve months after the **Damage** or within such further time as **Insurers** may (during the said twelve months) in writing allow and may be carried out wholly or partially upon another site (if the aforesaid Regulations or Bye-Laws so necessitate) subject to **Insurers** liability under this extension not being thereby increased.

3) If the liability of the **Insurers** under any item of the **Policy** apart from this extension shall be reduced by the application of any of the terms and conditions of the **Policy** then the liability of the **Insurers** under this extension in respect of any such item shall be reduced in like proportion.

4) The total amount recoverable under any item of this Section shall not exceed 15% of the **Sum Insured** thereby.

5) All the conditions of this Section except in so far as they may be hereby expressly varied shall apply as if they had been incorporated herein.

### Emergency Services Damage

This Section includes **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 to Insured Property** provided that **Insurers** have accepted a claim under this Section. **Insurers** liability will not exceed EUR5,000 in any one **Period of Insurance**

### Fire Extinguishment Expenses

This Section includes the cost of replacing and/or replenishing extinguishment materials expended by the **Insured** in attempts to extinguish or minimise **Loss** by fire. **Insurers** liability will not exceed EUR1,000 in any one **Period of Insurance**.

### 72 Hours Clause

It is agreed that any **Loss** or **Damage** to the **Property Insured** arising during any one period of seventy-two (72) consecutive hours, caused by storm, tempest, flood or earthquake shall be deemed as a single event and therefore to constitute one **Occurrence** with regard to the **Excesses** provided for herein. For the purposes of the foregoing the commencement of any such seventy-two (72) hours period in the event of **Damage** occurring over a more extended period of time

### Metered Water

This Section includes the charges for which the **Insured** is responsible and unable to recover, in respect of **Loss** of metered water, but only if the **Insured** maintains a record of readings from the water company meter at intervals of not more than sixty days.

The amount payable in respect of any one of the insured **Premises** is limited to such excess water charges demanded by the Water Authority and resulting from the accidental escape of water from pipes apparatus or tanks in consequence of **Damage** but excluding charges resulting from **Damage** to Irrigation Equipment. **Insurers** liability will not exceed EUR2,000 in the aggregate during the **Period of Insurance**.

### Plate Glass

Even if the **Buildings** at the **Premises** are not insured under this section **Insurers** will indemnify the **Insured** in respect of:

- a) breakage of fixed plain sheet glass, plain plate glass in windows and doors at the **Premises**, including frames, the cost of boarding up pending replacement, accidental breakage of sanitary ware and the removal of debris relating thereto;
- b) the cost of replacing alarm foil, lettering and re-painting;
- c) **Loss** or **Damage** age to signs, neon signs and fascias at, on, or in the **Premises**;  
provided that:
  - i) the **Insured** is liable for the cost of repair or replacement;
  - ii) **Insurers** will not indemnify the **Insured** in respect of:
    - a) fixed glass and fixed sanitary ware, which is broken or damaged at the commencement of the **Period of Insurance** or in any **Building** which is unoccupied;
    - b) any canopies on the **Premises**;
    - c) **Theft** or **Damage** to the contents of any window.

**Insurers** will not indemnify the **Insured** for embossing, silvering or other ornamental work on glass, etched, bent or curved glass and any other special glass, scratching, marring, gradual deterioration, wear and tear, changes in colour, texture or finish. **Insurers** liability will not exceed EUR10,000 in the aggregate during the **Period of Insurance** unless otherwise specified in the **Schedule**.

### Replacement Locks

This Section extends to include costs necessarily incurred in the replacement of locks at the **Premises** following theft or attempted theft of keys from the **Premises** or from the home of any director, partner or **Employee** authorised by the **Insured** to hold such keys excluding the first EUR100 of each and every **Loss**. **Insurers** liability will not exceed EUR1,000 in the aggregate during the **Period of Insurance**.

### Transfer of Interest Clause

If at the time of **Damage** to any **Building** hereby insured the **Insured** have contracted to sell the **Insured** interest in such **Building** and the sale has not been but shall be thereafter completed, the purchaser, on the completion of the purchase, in and so far as the property is not otherwise insured by or on behalf of the purchaser against such **Damage**, shall be entitled to the benefit of this **Policy** so far as it relates to such **Damage** without prejudice to the **Insured's** rights and **Insurers** liabilities under this Section 1 up to the date of completion or the end of the **Period of Insurance** whichever is the sooner.

## Temporary Removal

Subject to the following provisions the **Property Insured** under this **Policy** (other than **Stock** or merchandising if insured) is covered whilst temporarily removed for cleaning renovation, repair or other similar purposes whilst at any other **Premises** or whilst in transit within the **Territorial Limits** for a period of up to 30 consecutive days in any **Period of Insurance**.

The amount recoverable under this Extension in respect of each item of the **Policy** will not exceed the amount which would have been recovered had the **Damage** occurred at the **Premises**.

This extension does not apply to **Property Insured**:

- a) left in motor vehicles or in the open;
- b) held by the **Insured** in trust other than **Machinery Plant Contents** and **All Other Contents**.

**Insurers** liability will not exceed EUR5,000 in the aggregate during the **Period of Insurance**.

## Temporary Removal (Documents)

Unless as stated otherwise in the **Schedule** the insurance by this Section extends to include deeds, all other documents (including stamps on them) and computer records within the defined **Territorial Limits**, for an amount not exceeding 10% of their value when temporarily removed from the **Premises**.

## Theft

**Insurers** will indemnify the **Insured** against such **Loss** or **Damage** in the event of:

- (a) **Damage** to the **Property Insured** as stated in the **Schedule** while contained within a **Building** at the **Premises**; and/or
- (b) **Damage** to the **Building** being the responsibility of the **Insured** and not otherwise insured being caused by:
  - (i) theft or attempted theft involving entry to or exit from the **Building** at the **Premises** by forcible and violent means or any attempt thereat;
  - (ii) robbery or attempted robbery or any assault or violence or threat thereof to the **Insured** or **Employees** of the **Insured** committed in the **Premises** **Insurers** will indemnify the **Insured** against such **Loss** or **Damage**.

**Insurers** liability under b) shall not exceed EUR5,000 in any one **Period of Insurance**.

PROVIDED THAT:

1. **Insurers** retain the option to indemnify the **Insured** by payment or by repair, reinstatement or replacement.
2. **Insurers** liability during any one **Period of Insurance** shall not exceed:
  - (a) in respect of each Item the **Sum Insured** thereon;
  - (b) in respect of all **Damage** the Total Sum Insured.

Unless specified separately the **Schedule** Theft does not cover wines spirits tobacco cigars or cigarettes.

## Trace and Access

This Section extends to include costs necessarily and reasonably incurred with the consent of the **Insurers** in locating the source of any escape of water from any fixed water services, heating installation or fuel oil used for domestic purpose only, including the repair to walls, floors or ceilings necessary as a direct result of the location work except that the **Insurers** will not be liable for the cost of repairs to any fixed domestic water services or heating installation. **Insurers** liability shall not exceed EUR2,000 in any one **Period of Insurance**.

## Section 1 Exclusions

The following exclusions apply to Section 1 only. There are also General Exclusions that apply to the whole of the policy.

Section 1 does not cover **Damage** caused by, arising from or consisting of:

- 1.1 inherent vice, latent defect, gradual deterioration, wear and tear, frost, change in water table level, or **Damage** to any property resulting from its own faulty or defective design or materials;
- 1.2 faulty or defective workmanship, operational error or omission, on the part of the **Insured** or any **Employees** of the **Insured** but only in respect of the work in progress or that part of the property being worked upon;
- 1.3 explosion, failure or collapse of a boiler (but not a boiler used for domestic purposes only) economiser or other vessel, machine, apparatus or pipework at the **Premises** in which internal pressure is due to steam only belonging to or under the control of the **Insured**;
- 1.4 joint and nipple leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels of any range of steam, and feed piping in connection therewith;
- 1.5 corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin or insects;
- 1.6 change in temperature, colour, flavour, texture or finish;
- 1.7 mechanical or electrical breakdown or failure or derangement including but not limited to overrunning, overheating or short-circuiting but this exclusion shall not exclude:

- caused by:
- a) such **Damage** resulting from a cause not otherwise excluded which itself results from a **Defined Peril** or from any other accidental **Loss**, destruction or **Damage**;
  - b) subsequent **Damage** which itself results from a cause not otherwise excluded;
- 1.8 pollution or contamination but this shall not exclude **Damage** to the **Property Insured**, not otherwise excluded,
- a) pollution or contamination which itself results from a **Defined Peril**;
  - b) a **Defined Peril** which itself results from pollution or contamination;
- 1.9 normal settlement or bedding down of new structures, collapse, cracking, coastal or riverbank erosion;
- 1.10 acts of fraud or dishonesty;
- 1.11 disappearance or unexplained shortages, shortages revealed during inventory or stocktaking;
- 1.12 misfiling or misplacing of information;
- 1.13 movable property in the open, fences and gates caused by wind, rain, hail, sleet, snow, flood or dust;
- 1.14 **Property Insured** in Transit;
- 1.15 vehicles licensed for road use (including accessories thereon), caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft;
- 1.16 property in the course of construction or erection and materials or supplies in connection with all such property in course of construction or erection;
- 1.17 land, piers, jetties, bridges, culverts or excavations;
- 1.18 livestock, growing crops, trees, shrubs and plants;
- 1.19 **Property Insured** which at the time of the happening of **Damage** is insured by or would but for the existence of this Policy be insured by any marine policy or policies;
- 1.20 any **Property Insured** more specifically insured by or on behalf of the **Insured**;
- 1.21 economic and/or consequential **Loss** or **Damage** of any kind or description except loss of **Rent** when such loss is included in the cover under this Section;
- 1.22 any **Damage** whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to **Loss**:
- a) **Terrorism** (as defined herein);
  - b) civil commotion in Northern Ireland;
  - c) any action taken in controlling preventing suppressing or in any way relating to a) and/or b) above;
- 2 **Damage** to any **Property Insured** caused by fire resulting from its undergoing any heating process or any process involving the application of heat (other than by fire or explosion) resulting from its undergoing any process of production, packing, treatment, testing, commissioning, servicing or repair;
- 3 **Damage** in respect of any **Building** which is empty or not in use due to:
- 3.1 frost or freezing;
  - 3.2 escape of water from any tank, apparatus, pipe or automatic sprinkler system;
  - 3.3 riot, civil commotion, malicious **Damage** or vandalism;
  - 3.4 theft or theft **Damage**;
- 4 **Damage** or **Theft** of:
- 4.1 jewellery, precious stones, bullion, furs, curiosities;
  - 4.2 china, earthenware, marble or other fragile or brittle objects;
  - 4.3 computers and **Data** processing equipment.
- 5 The amount of **Deductible** specified in the **Schedule** to this **Policy** in respect of each separate **Premises** as ascertained after the application of any condition of **Average**.
- 6 **Damage** to, cause by or arising from any **Damage** to any ground and or surface (including but not limited to any pitch, grass area or athletic track) where such **damage** would be regarded as inevitable or arising in the ordinary course of the **Business**.

# Section 1 Special Conditions

The following Special Conditions apply to Section 1 only. There are also General Conditions that apply to the whole of the policy.

## Designation

For the purpose of determining where necessary the heading under which any property is insured, **Insurers** agree to accept the designation under which such property has been entered in the **Insured's** books.

## Reinstatement

The insurance provided by this Section on **Buildings, Machinery, Plant, Contents** and **All Other Contents** shall be on a "day one" reinstatement basis. The **Insured** has stated the *Declared Value(s)* and the premium has been calculated accordingly provided that:

- 1) At Inception and at the commencement of each subsequent **Period of Insurance** the **Insured** shall notify the **Insurers** of the *Declared Value* of such **Property Insured**. In the absence of such declaration the last amount declared by the **Insured** shall be taken as the *Declared Value* for the ensuing **Period of Insurance**.
- 2) The Reinstatement Special Provisions of Reinstatement clause apply to this clause, except (a) and (b) are amended to read as follows
- 3) each item of **Property Insured** under this **Policy** is declared to be separately subject to the following condition of **Average**
  - a) if at the commencement of **Damage** the *Declared Value* of such **Property Insured** is less than the cost of reinstatement at the commencement of the **Period of Insurance** then the **Insurers'** liability for the **Damage** shall not exceed that proportion of the **Damage** which the *Declared Value* bears to such cost of reinstatement. This Proviso applies separately to each *Declared Value* stated in the **Schedule**;
  - b) where by reason of any of the above special provisions no payment is to be made beyond the amount which would have been payable under this Section if this clause had not been incorporated, the rights and liabilities of the **Insurers** and the **Insured** in respect of **Loss**, destruction or damage will be subject to the terms and conditions of this Section including any condition of **Average** as if this clause had not been incorporated, except that the **Sums Insured** will be limited to 115% of the declared value (or such other percentage uplift as specified in the **Schedule**)
- 4) in the event of **Damage** the liability of the **Insurers** in respect of **Buildings, Machinery, Plant, Contents** and **All Other Contents** will not exceed the sum insured in respect of each separate **Premises**.

**Declared Value** means the **Insured's** assessment of the 100% cost of reinstatement of such **Property Insured** arrived at in accordance with the definition of reinstatement above, at the level of costs applying at the commencement ("day one") of the **Period of Insurance** (ignoring inflationary factors which may operate subsequently). Such cost of reinstatement shall include due allowance for:

1. the additional cost of reinstatement to comply with the European and Public Authority Stipulations (as defined);
2. professional fees;
3. debris removal costs.

## Reinstatement of Limits

In the absence of written notice by the **Insurers** or the **Insured** the **Sums Insured** will not be reduced by the amount of any **Damage** and the **Insured** will continue to be liable for the full premium until the **Policy** expires.

## Rent

The insurance provided by this Section on **Rent** applies only if any of the **Building** or any part thereof is unfit for occupation in consequence of its destruction or **Damage**. The amount payable shall not exceed such proportion of **Rent** as the period necessary for reinstatement bears to the term of rent insured.

## 72 (Seventy-Two) Hours Clause

Any **Loss** or **Damage** to the **Insured Property** arising during any one period of seventytwo (72) consecutive hours, caused by storm, tempest, flood or earthquake shall be deemed as a single event and therefore to constitute one **Occurrence** with regard to the **Excesses** provided for herein. For the purposes of the foregoing the commencement of any such seventy-two (72) hours period in the event of **Damage** occurring over a more extended period of time

## Unoccupied Buildings

Whenever any of the **Buildings** at the **Premises** become unoccupied for more than 30 consecutive days;

- a) Cover is restricted to the following perils:
  - 1) fire:
    - a) fire consequent upon explosion;
    - b) explosion consequent upon Fire on the **Premises** insured;
    - c) explosion of domestic boilers and/or gas used for domestic purposes or for Heating and/or lighting;
  - 2) lightning;
  - 3) explosion but excluding;

- a) damage by explosion (other than Damage by fire resulting from explosion) from the bursting of a boiler (nothing a boiler used for domestic purposes only) economiser or other vessel, machines or apparatus in which internal pressure is due to steam only and belonging to or under the control of the **Insured**;
  - b) damage to vessels, machinery or apparatus or their contents resulting from their explosion;
  - 4) aircraft and other aerial devices or articles dropped from them;
  - 5) earthquake shock, fire directly or indirectly caused by earthquake or subterranean fire.
- b) The **Insured** and/or the **Insured's** agent must within 48 hours of the vacation of the **Building** ensure that:
- a) all water supply systems are drained and electrical and gas and fuel supplies are switched off;
  - b) all letterboxes and ground floor windows are sealed;
  - c) all combustible material not forming part of the Landlord's fixtures and fittings are removed from inside the **Building**;
  - d) all reasonable precautions are taken to secure the **Buildings** against unauthorised entry.
- c) The **Insured** and/or the **Insured's** agent shall visit the unoccupied **Premises** each week during the period of unoccupancy and shall ensure that any defects revealed by these inspections are immediately rectified;
- d) When an unoccupied **Buildings** or part of the **Buildings** is re-occupied immediate notice in writing shall be given to the **Insurers** and a suitable additional premium paid if required.

## Workmen

Workmen are allowed in and about the **Premises** for the purpose of making alterations, repair, decoration, plant installation, general maintenance where the contract value is less than EUR2,500 without prejudice to the terms and conditions of this Section and of the **Policy**.

## Section 1 Conditions Precedent

In respect of Section 1, it is a **Condition Precedent** that throughout the **Period of Insurance** that:

### (1) Bonfires

In respect of bonfire(s) at the **Premises** the **Insured** must take the following precautions:

- a) the bonfire shall be at least 10 metres away from any **Building**, tree, haystack, hedge, fence growing crops or any other **Property Insured**;
- b) adequate fire extinguishing apparatus will be kept ready for immediate use at the site of the bonfire;
- c) all moveable combustible materials shall be removed from the immediate vicinity of the bonfire;
- d) the bonfire shall not be left unattended at any time;
- e) the bonfire shall be completely extinguished prior to being left unattended and a careful examination carried out to ensure that there are no smouldering remains.

### (2) Chimneys

- a) All chimneys must be swept prior to being brought into use for the season and to a minimum of twice a year if wood is burnt.
- b) Open fires must not be left unattended without a suitable non-combustible fire guard being fitted.

### (3) Deep Frying and Cooking Equipment

- a) All Deep Frying and Cooking Equipment:
  - 1) is installed, operated and maintained in accordance with the manufacturer's instructions;
  - 2) is fitted with a thermostat which prevents the temperature of fat or oil exceeding 205 degrees Centigrade (401 degrees Fahrenheit);
  - 3) where a separate high temperature safety thermostat is fitted, this is set to a temperature of no greater than 230 degrees Centigrade (450 degrees Fahrenheit);
  - 4) including flues and extract system ducting is kept from contact with and not in close proximity to combustible material including any such material within or forming part of the **Buildings**;
  - 5) extraction hoods, canopies, canopy exhaust plenums, filters and grease traps are thoroughly cleaned over the entire internal and external areas, all greasy and oily deposits and other waste materials are removed every month during the **Period of Insurance**;
  - 6) the entire internal area of all flues and extraction ducting, including extraction motors and fans, are thoroughly cleaned all greasy and oily deposits and other waste materials are removed every six months during the **Period of Insurance**.
- b) In respect of 5) and 6) above a written record of all such cleaning including details of any contractors employed together with invoices for such work is kept at an alternative location.
- c) If 6) above has not been carried within the six months prior to the inception of this **Policy** then this work must be completed within 30 days.
- d) Suitable fire extinguishers and/or fire blankets are kept in view in an easily accessible and where required by the manufacturer or supplier fixed position in the frying and cooling area and all **Employees** are trained in their use;
- e) No Deep Frying and Cooking Equipment is left unattended while the heat source is operating nor for a period of twenty minutes after the heat source has been switched off.  
For the purpose of this condition, Deep Frying Equipment means equipment used for frying food by immersing in fat or oil.



#### (4) External Storage

All combustible materials including but not limited to **Stock**, packaging, pallets, waste, waste skips or bins stored at the **Premises** are stored at least 10 metres or as far away as possible from any **Building**.

#### (5) Fire Doors, Fire Break Doors Shutters and Fire Escapes

All fire doors, fire break doors shutters and fire escapes will be kept closed except during working hours and will be maintained in efficient working order. All doors, stairways and passages are to be kept clear at all times throughout the **Period of Insurance**.

#### (6) Fire Extinguishing Appliances

All fire extinguishing appliances, in accordance with details lodged with the **Insurers**, the **Insured** shall ensure that the undernoted work is carried out;

- a) an inspection of the appliances shall be made regularly for the purposes of ascertaining that they are maintained in proper working order and keep a written record thereof;
- b) any defect shall be remedied promptly whether disclosed by any such inspection or otherwise;
- c) the **Insured** will establish and maintain a training programme for the operation of fire extinguishing appliances and retain a documented register of all such training for inspection by the **Insurers** on request.

#### (7) Fire Appliances Maintenance Condition

The **Insured** must maintain the Fire Extinguishing Appliances located in the **Premises** in full working order and keep a written record thereof and any defects must be immediately rectified. Nevertheless this insurance shall not be invalidated by any defect in any of the Fire Extinguishing Appliances due to circumstances unknown to the **Insured** or beyond the **Insured's** control.

#### (8) Heating

The **Insured** shall not use portable heating appliances of any kind other than in office areas. All such appliances must at all times have a valid PAT testing certificate and must be turned off and unplugged when not in use or when the area is not manned.

#### (9) Heating and Lagging

In respect of destruction or **Damage** caused by bursting or overflowing of water tanks, apparatus or pipes all water tanks, apparatus or pipes shall have been adequately lagged by a qualified plumber and/or that heating apparatus in the **Premises** shall be controlled by thermostatic switches set to activate the heating system whenever the temperature at the coolest point in the **Building** drops to 4 C

#### (10) Hot Work Permits

Before the use of a naked flame or other heat source or oxyacetylene, electric arc or similar welding, cutting, grinding or other spark emitting equipment is used by any person (whether a third party contractor, an **Employee** or other) at the **Premises** (other than in connection with the **Insured's Business**) the **Insured** will;

- a) procure that a hot work permit in the form set out in any health and safety provisions is completed jointly by the person responsible for carrying out the work and the **Insured's** safety officer (or nominated person);
- b) procure that the precautions and systems of work shown on the designated hot work permit are complied with;
- c) provide copies of any hot work permit to the **Insurers** upon request and shall incorporate any additional terms or requirement or condition to such hot work permit as may from time to time be required by the **Insurers**.

#### (11) Electrical / Gas Testing

- a) The **Premises** and any new electrical installations at the **Premises** shall be inspected and tested in accordance with the ETCI National Wiring Rules and any subsequent amendments thereto.
- b) During the **Period of Insurance** periodical inspection of the **Premises** and all electrical installations shall be carried out at regular intervals if prescribed by the Regulations or as specified in any previous certificate or inspection report (whichever is the shortest) and the first such inspection shall be carried out no later than the expiry of the prescribed interval since the date of the last inspection carried out immediately before the commencement of the **Period of Insurance**.
- c) The **Insured** must in respect to gas supplies adhere to any current legislation and any subsequent amendments thereto.
- d) All observations and recommendations arising from any inspection shall have been or (in relation to future inspections) shall be acted upon as soon as reasonably practicable provided always that in the case of urgent attention action shall be taken immediately upon receipt of the inspector's advice and without delay to remedy the observed deficiency or to take other appropriate action. The **Insured** shall produce at **Insurers** request a current certificate of competence.

#### (12) Portable Appliance Testing (PAT) Testing

At commencement of the **Period of Insurance** all portable appliances used by or on behalf of the **Insured** are fit and safe for continued use and shall continue to be so during the **Period of Insurance** in accordance with Safety, Health and Welfare at Work (General Application) Regulations S.I NO.299 of 2007 and any subsequent amendments thereto. The inspection shall be completed within 15 days after the start of the **Period of Insurance**. The **Insured** shall produce at **Insurers** request a current certificate of competence.

### (13) Intruder and Fire Alarm

The **Insured** will:

- a) ensure the alarm system is installed in accordance with the manufacturer's specification and any other specifications of the **Insurers** 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 **Insurers**;
- 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 **Insurers**;
- c) notify the **Insurers** forthwith of any defects that arise in such alarm systems, procure that such defects are remedied as soon as is practicable and notify the **Insurers** forthwith once such defects are remedied;
- d) ensure that the intruder alarm is tested and fully set whenever the alarmed portion of the **Premises** is closed for **Business** or not attended by the **Insured** or any competent adult authorised by the **Insured** to be responsible for the security of the **Premises**;
- e) ensure that the fire alarm is tested at least weekly and continually set in active mode;
- f) notify the **Insurers** immediately of any disconnection or failure of, or downgrading of police or fire brigade response to the system likely to leave any area unprotected;
- g) ensure that there are available key-holders who are notified to all appropriate services, including police, fire service and the alarm maintenance company.

The **Insurers** will not be liable for **Damage** caused by fire, explosion, subterranean fire or theft 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 **Premises** will no longer be answered.

Cover provided by this 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, and provided that the foregoing conditions precedent have been satisfied.

### (14) Maintenance Agreements

Sprinkler installations and fire extinguishers will be subject to and are maintained in accordance with maintenance agreements with the manufacturers or installers, that all defects or other problems arising are rectified as soon as reasonably practicable and subject thereto cover provided by this Section will not be invalidated by any defect in the said appliances due to circumstances beyond the control of the **Insured**.

### (15) Minimum Security

- a) Final exit doors are secured as follows;
  - 1) timber doors – by mortice deadlocks having five or more levers or conforming to BS3621 with matching boxed striking plate;
  - 2) aluminium doors – by cylinder mortice lock operating a swinging lock bolt;
  - 3) PVCu doors – by key operated multi-point locking devices having three or more locking points. The first closing leaf of double leaf doors must be fitted internally with bolts top and bottom.
- b) All other external doors and internal doors leading to common areas or other **Premises** must be secured:
  - 1) by the means set out in a); or
  - 2) by key operated security bolts fitted top and bottom.

### (16) Protection Maintenance

All security devices provided for the protection of the **Property Insured** shall be maintained in good working order at all times and shall be brought into use at all times when the **Premises** are closed for **Business** or left unattended. The **Insured** agrees that no such protection shall be withdrawn or varied without the prior written consent of the **Insurers**.

### (17) Oily Rags

All oily and greasy cleaning waste and wipes are kept in metal receptacles with hinged metal lids and removed from the **Premises** at the close of **Business** every night.

### (18) Roof Maintenance

Any flat roof, or part thereof of the **Premises** shall be inspected at least once every two years by a qualified builder or property surveyor and any defect identified by that inspection be repaired immediately.

Any guttering shall be checked for blockages or defects by a competent person at inception or renewal and at six monthly intervals thereafter and any remedial action required to be implemented immediately.

A record of all inspections shall be made and retained by the **Insured**.

### (19) Smoking Materials

The **Premises** shall at the close of business daily be checked for smoking materials, such material shall be placed for disposal in a metal-lidded metal container with the contents of ashtrays and other smoking material receptacles. The contents of these containers are not to be mixed with other combustible materials. The management shall ensure that this is being done by the appropriate liaison with the **Employee(s)** assigned to the task and ensure that appropriate records are kept.

## (20) Statutory Requirements

The **Insured** shall comply with all statutory requirements concerning the inspection of machinery and equipment.

## (21) Sprinkler Installations

**Property Insured** being protected by an automatic sprinkler installation in accordance with details lodged with the **Insurers**, the **Insured** shall ensure that the undernoted work is carried out;

- 1) the said installation shall be maintained in full working order during the currency of this insurance;
- 2) a test shall be made every week for the purpose of ascertaining that the alarm is in working order and that the stop valves controlling the water supplies of the installation are fully open;
- 3) any defect whether revealed by such tests or otherwise shall be remedied immediately;
- 4) notice shall be given immediately to the **Insurers** should the water supplies be turned off or the sprinkler installation be rendered inoperative from any cause.

## (22) Waste

Throughout the **Period of Insurance** all waste and other trade refuse shall be swept up daily and kept in closed receptacles after **Business** working hours the receptacles are to be emptied and their content removed from the **Premises** and stored in lidded containers, all flammable waste is to be stored in metal lidded containers. All lidded containers are to be regularly emptied and waste is not allowed to accumulate around the **Premises**. At no time is waste to be burned in any container or skip within the **Premises** or within 10m of any **Building**. All used and used gas bottles are to be stored in a padlocked wire cage as far from any **Building** as possible.

## Section 2 Business Interruption

### Insuring Clause

For each item of Section 2 **Insurers** will indemnify the **Insured** for interruption to or interference with the **Business** as a result of **Damage** occurring during the **Period of Insurance**.

Provided that:

- a) such interruption to or interference is in consequence of **Damage** as insured by Section 1 of the **Policy** to **Buildings** or other Property used by the **Insured** in course of the **Business** at the **Premises**;
- b)
  - i payment shall have been made or liability admitted under Section 1;
  - ii payment would have been made or liability admitted under Section 1but for the operation of an **Excess / Deductible**;
- c) the maximum **Insurers** will pay for any one Claim is:
  - i for any single item the Sum Insured or Limit of Indemnity stated in the Schedule or as amended by each Section; and
  - ii in the aggregate the Total Sum Insured.

## Section 2 Definitions

### (Also refer to the General Definitions in this Policy)

The following definitions apply to Section 2, and shall keep the same meaning wherever they appear below unless an alternative definition is stated to apply. In the case of any conflict between the definitions in this Section and the **Policy** Definitions the definitions in this Section 2 shall prevail.

The words and expressions used in the definitions will, where applicable, have the meaning usually attached to them in the **Insured** books and accounts.

### Additional Increase in Cost of Working

**Insurers** will pay the additional expenditure incurred during the **Damage** to maintain the **Business** during the **Indemnity Period** which exceeds the amount recoverable under the **Increase in Cost of Working**.

### Annual Revenue

Means the **Revenue** during the 12 months immediately before the date of the **Damage**.

### Customers' Accounts

Any Hire-purchase or credit accounts of the **Business**.

### Damage

Direct physical **Loss**, destruction of or **Damage** to **Property Insured** used by the **Insured** at the **Premises** for the purpose of the **Business**.

### Defined Perils

Fire, lightning, explosion, aircraft or other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons, earthquake, storm, flood, escape of water or oil from any tank apparatus, pipe or appliance (but not sprinkler leakage), falling trees, impact, underground fire.

### Fixed Costs

Regular and usual costs which must be paid by the **Insured** regardless of the level of production, rent, taxes, utility standing charges, directors' fees, interest on borrowed capital and/or other similar costs incurred regardless of the **Occurrence** of the **Damage**.

### Gross Profit

- a) The combined value of the **Turnover**, closing **Stock** and work in progress;  
less
- b) the combined value of the opening **Stock**, work in progress and **Working Expenses**.

The values of opening **Stock**, closing **Stock** and work in progress will be calculated using the **Insured** normal accounting methods and make due provision for depreciation and/or obsolescence.

### Indemnity Period

The period during which the **Business** is affected due to the **Damage** beginning with the date of the **Damage** and ending not later than the **Maximum Indemnity Period**.

## Increase in Cost of Working

Unforeseen additional expenditure which the **Insured** necessarily and reasonably incur after the date of the **Occurrence** of the **Damage** for the purpose of:

- a) preventing or limiting a reduction in **Turnover** as a result of **Damage**; and/or;
- b) returning the **Business** to the production level that existed prior to the date of the **Occurrence** of the **Damage**.

## Maximum Indemnity Period

The period as stated in the **Schedule** unless amended in any additional cover.

## Maximum Limit

The limit is shown as an amount which is the **Maximum Limit** for the **Premises** concerned.

## Outstanding Debit Balances

The total recorded by the **Insured** adjusted for:

- i) bad debts;
- ii) amounts debited (or invoiced but not debited) and credited (including credit notes and cash not passed through the books at the time of the Incident) to Customers' Accounts in the period between the date to which the total last recorded relates and the date of the event;
- iii) any abnormal condition of trade which had or could have had a material effect on the **Business**;

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

## Payroll

Wage and salary expenses paid prior to the date of the **Occurrence** of the **Damage** and which continue to be paid despite a reduction or stop of production.

## Rate of Gross Profit

**Gross Profit** earned on and expressed as a percentage of **Standard Turnover** during the financial year immediately before the date of the **Damage**, subject to any **Trends in Business**.

## Remainder Limit

The **Maximum Limit** less any sum paid or payable for **Increase in Cost of Working** during the first THREE (3) months of the **Indemnity Period**.

## Remainder Period

The **Maximum Indemnity Period** less THREE (3) months.

## Revenue

Money paid to the **Insured** for work done and services rendered during the course of the **Business** at the **Premises** as stated in the **Schedule**.

## Standing Charges

Any **Increase in Cost of Working** settlement will take into account any standing charges of the **Business** which are not insured (having been deducted in arriving at the **Gross Profit**).

**Insurers** will reflect in any such settlement the proportion of the additional expenditure which the **Gross Profit** bears to the aggregate sum of the **Gross Profit** and the **Standing Charges**.

## Standard Revenue

Means the **Gross Revenue** during the period in the 12 months immediately before the date of the **Damage** which corresponds with the **Indemnity Period**.

## Standard Turnover

The **Turnover** during the TWELVE (12) month period immediately before the date of the **Occurrence** of the **Damage** and which corresponds with the **Indemnity Period**, subject to any **Trends in Business**.

## Taxes

All terms in this Section exclude Value Added Tax or its equivalent tax(es) to the extent that the **Insured** are accountable to the Tax Authorities for such tax(es).

## Trends in Business

**Rate of Gross Profit**, **Turnover**, **Standard Turnover**, **Annual Revenue**, **Standard Revenue** may be adjusted as may be necessary to reflect any trends of, variations in or other circumstances which affect the **Business** either before or after the **Occurrence** of the **Damage** which would have affected the **Business** had the **Damage** not occurred, so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which, but for the **Damage**, would have been obtained during the relevant period after the **Occurrence** of the **Damage**.

## Turnover

Money and/or services provided in the course of the **Business** at the **Premises**, subject to any **Trends in Business**.

## Working Expenses

The variable cost of goods and/or services purchased.

# Section 2 Conditions Precedent

In respect of Section 2, It is a **Condition Precedent** for liability that:

## Alteration

**Insurers** will not indemnify the **Insured** for **Damage** if the **Business** is:

- a) wound up or carried on by a liquidator or receiver; or
- b) is permanently discontinued.

## Deductible

**Insurers** will deduct the amount of the **Deductible** stated in Section 2 **Schedule** for each and every Claim calculated after the application of all other terms of Section 2. The **Deductible** is applied for the period immediately following the **Occurrence** of the **Damage**.

## Department Clause

If the **Insured** conduct **Business** in departments which have independent trading results the Basis of Settlement of the **Gross Profit** item in each of Section 2 (i) Section 2 (ii) will be separate to each department affected by the **Damage**.

If the insurance is not on a declaration linked basis, and if the **Sum Insured** by each item is less than the total of all the sums produced by applying the **Rate of Gross Profit** to each department of the **Business** (whether affected by the **Damage** or not) to its relative **Standard Turnover**

(proportionately increased where the **Maximum Indemnity Period** exceeds TWELVE (12) months) the **Insured** will be the **Insured's** own insurer for the difference and bear a rateable share of the **Loss**.

## Payment on Account

**Insurers** may make Claim payments on account to the **Insured** during the **Indemnity Period** if required and if appropriate.

## Property Damage Cover

**Insurers** will not indemnify the **Insured** under Section 2 unless:

- a) there is in force at the time of the **Occurrence** of **Damage** insurance under this **Policy** covering the **Insured's** interest in the **Property Insured** at the **Premises** for the **Damage**; and;
- b) payment has been made or liability admitted by **Insurers** for such **Damage** or payment would have been made or liability would have been admitted by **Insurers** for such **Damage** but for the exclusion of losses below a stated amount in such insurance **Policy**.

# Section 2 Exclusions

The following exclusions apply to Section 2 only. There are also General Exclusions that apply to the whole of the **Policy**.

- 1 **Insurers** will not indemnify the **Insured** for interruption to or interference with the **Business** which is not resulting from an **Occurrence** which is covered by Section 1 and stated in the **Schedule**;
- 2 **Insurers** will not indemnify the **Insured** for Consequential **Loss** of any kind or description other than if **Rent** is included in the cover under Section 2 of the **Policy**.

# Section 2 Extension Clauses

**Insurers** will indemnify the **Insured** under Section 2 for:

## Automatic Reinstatement

In the absence of written notice by the **Insured** or the **Insurers** to the contrary **Insurers'** liability will not reduce by the amount of any **Loss** and the **Insured** undertake to pay the appropriate additional premium for such automatic reinstatement of cover.

## Failure of Utility Supply

**Insurers** will indemnify the **Insured** in respect of **Loss** resulting from interruption of or interference with the **Business** as a result of **Damage** at the **Premises** of the of the **Insured's** utility supplier in supplying the **Insured** with electricity, gas, telecommunications or water at the terminal end which feeds the supply into the **Premises**.

**Insurers** will not indemnify the **Insured** in respect of accidental failure:

- a) in respect of electricity and gas supplies:

- i) caused by the deliberate act of any supply authority;
  - ii) caused by the exercise of any supply authority's power to withdraw or restrict supply or services;
  - iii) caused by industrial action;
  - iv) lasting less than FOUR (12) hours;
- b) in respect of water supplies:
- i) caused by the deliberate act of any supply authority;
  - ii) caused by the exercise of any supply authority's power to withdraw or restrict supply or services;
  - iii) caused by industrial action;
  - iv) caused by drought or other weather conditions;
  - v) lasting less than FOUR (12) hours;
- c) in respect of telecommunications:
- i) caused by the deliberate act of any supply authority;
  - ii) caused by the exercise of any supply authority's power to withdraw or restrict supply or services;
  - iii) caused by industrial action;
  - iv) lasting less than twenty four consecutive hours;
  - v) of any satellite prior to its attaining its full operating function or whilst in or beyond the final year of its design life;
  - vi) caused by temporary interference with transmissions to and from satellites due to atmospheric, weather solar or lunar conditions; vii) due to the transfer of the Insured's satellite facility to another party.

The maximum payable under this extension is EUR25,000 any one **Occurrence**.

### Loss Outside the Premises

The insurance provided by this Section also applies to the records of accounts receivable while being removed to or returned from and while at:

- a) the **Premises** of the **Insured's** professional accountants;
- b) the private residence of any principal, **Employee**, director or partner of the **Insured** or a place of safety because of imminent danger of **Loss**, destruction or **Damage**, provided the **Insured** gives written notice to the **Insurers** of such removal within ten days thereafter

### Professional Fees

**Insurers** will pay the **Insured** in respect of charges for professional accountants and auditors in producing information, particulars or details contained in the **Insured's** books of account or other **Business** books or documents which may be required by **Insurers** in respect of a claim. Any amount agreed to be paid by **Insurers** for accountants' and auditors' fees shall not exceed rates and amounts authorised under the scales of the applicable professional institutions which regulate such fees and which prevail at the time of the **Occurrence** of the **Damage**. **Insurers** will not pay for the services of lawyers, public loss assessors or Claims consultants or for any costs incurred by the **Insured** for the production of a claim or for the estimate of a **Loss**.

### Infectious Disease, Murder or Suicide, Food or Drink or Poisoning

Section 2 is extended to cover **Loss of Revenue** due to:

- a)
  - 1) any **Occurrence** of a Notifiable Disease (as defined below) at the **Premises** or attributable to food or drink supplied from the **Premises**,
  - 2) any discovery of any organism at the **Premises** likely to result in the **Occurrence** of a Notifiable Disease;
  - 3) any **Occurrence** of a Notifiable Disease within a radius of one mile of the **Premises**;
- b) the discovery of vermin or pests at the **Premises** which cause restrictions on the use of the **Premises** on the order or advice of the competent local authority;
- c) any accident causing defects in the drains or other sanitary arrangements at the **Premises** which causes restrictions on the use of the **Premises** on the order or advice of the competent local authority;
- d) any **Occurrence** of murder or suicide at the **Premises**;

provided that, after the application of all other terms, conditions and provisions of the **Policy**, the liability under this clause in respect of any one **Occurrence** shall not exceed EUR10,000 any one claim and EUR10,000 any one **Period of Insurance**.

### Definitions

- a) "Notifiable Disease" shall mean illness sustained by any person resulting from:
  - 1) food or drink poisoning, or
  - 2) any human infectious or human contagious disease, an outbreak of which the competent local authority has stipulated shall be notified to them excluding Acquired Immune Deficiency Syndrome (AIDS) or an AIDS related condition;
- b) "Indemnity Period" shall mean the period during which the results of the **Business** shall be affected in consequence of the **Damage** beginning;
  - 1) in the case of (a) and (d) above with the **Occurrence** or discovery of the incident;

- 2) in the case of (b) and (c) above with the date from which the restrictions on the **Premises** are applied and ending not later than twelve months thereafter.
- c) "**Premises**" shall mean only those locations stated in the **Schedule**.

The **Insurers** shall not be liable for:

- a) any costs incurred in cleaning, repair, replacement, recall or checking of property;
- b) **Loss** arising at those **Premises** which are directly subject to the **Damage**.

Notwithstanding anything to the contrary contained within the **Policy** the insurance by this Clause extends to include costs and expenses necessarily incurred with the **Insurers'** consent in:

- a) cleaning and decontamination of property used by the **Insured** for the purpose of the **Business** (other than **Stock** in trade);
- b) removal and disposal of contaminated **Stock** in trade at or from the **Premises**, use of which has been restricted on the order or advice of the competent local authority solely in consequence of the damage as defined above, provided that **Insurers** liability shall not exceed EUR5,000 in any one **Period of Insurance** after the application of all other terms and conditions of this **Policy**.

## Section 2 Special Conditions

The following Special Conditions apply to Section 2 only. There are also General Conditions that apply to the whole of the **Policy**.

### Accumulated Stock

In adjusting any **Loss**, account shall be taken and an equitable allowance made if any reduction in **Turnover** due to the Incident is postponed by reason of the **Turnover** being temporarily maintained from accumulated **Stocks** of finished goods at the **Insured's Premises**.

### Alternative Premises

The **Revenue** will include any money paid or payable to the **Insured** during the **Indemnity Period** for goods sold or services supplied provided elsewhere than at the **Premises**.

### Alternative Trading

If during the **Indemnity Period** goods shall be sold or services shall be rendered or accommodation provided elsewhere than at the **Premises** for the benefit of the **Business** either by the **Insured** or by others on the **Insured's** behalf the money paid or payable in respect of such sales or services or accommodation shall be brought into account in arriving at the **Turnover** and/or **Rent** Receivable during the **Indemnity Period**.

### Automatic Reinstatement

In consideration of the insurance hereby not being reduced by the amount of any loss under this Section, the **Insured** will pay such additional premium as may be required.

### Delayed Loss

In adjusting any loss, **Insurers** will take account and make an equitable allowance if any reduction in **Turnover** due to the **Damage** is postponed by reason of the **Turnover** being temporarily maintained from accumulated **stocks** of finished goods.

### Limit of Indemnity

**Insurers** liability under Section 2 will not exceed the lesser of:

- a) in the whole the total **Sums Insured**; or
- b) in respect of any item of settlement specification, its **Sum Insured** at the time of the **Damage**; or
- c) any other **Limit of Liability** stated in the **Schedule** at the time of the **Damage**;
- d) the **Sum Insured** (or **Limit of Liability**) remaining after deduction for any other interruption or interference consequent upon **Damage**;

occurring during the same **Period of Insurance**, unless the **Insurers** has agreed to reinstate any such **Sum Insured** (or **Limit of Liability**).

### Professional Accountants Clause

Any particulars or details contained in the **Insured's** books of account or other **Business** books or documents which may be required by the **Insurers** under General Condition Claims Procedure of this **Policy** for the purpose of investigating or verifying any claim hereunder may be produced by professional accountants if at the time they are regularly acting as such for the **Insured** and their report shall be prima facie evidence of the particulars and details to which such report relates.

The **Insurers** will pay to the **Insured** the reasonable charges payable by the **Insured** to their professional accountants for producing such particulars or details or any other proofs, information or evidence as may be required by the **Insurers** under the terms of General Condition Claims Procedure of this **Policy** and reporting that such particulars or details are in accordance with the **Insured's** books of account or other **Business** books or documents.



## Recoveries

After payment of any claim hereunder all amounts recovered by the **Insured** on accounts receivable for which the **Insured** has been indemnified shall belong and be paid to the **Insurers** by the **Insured** up to the total amount of loss paid by the **Insurers**.

## Reinstatement of Loss

Unless written notice by the **Insurers** or the **Insured** is provided, cover under this Section will not reduce by the amount of any loss and the full premium will still be payable until expiry of the **Period of Insurance**.

## Salvage Sale

If, following any **Occurrence** giving rise to a claim under this Section, the **Insured** shall hold a salvage sale during the **Indemnity Period**, for the purpose of such claim in respect of loss of **Gross Profit**, the amount payable as indemnity in respect of Reduction in **Turnover** shall be:-

the sum produced by applying the Rate of **Gross Profit** to the amount by which the **Turnover** during the **Indemnity Period** (less the Turnover for the period of the salvage sale) shall fall short of the Standard **Turnover** in consequence of the Incident, from which sum shall be deducted the **Gross Revenue** actually earned during the period of the salvage sale.

## Uninsured Standard Charges

If any standing charges of the **Business** deducted in arriving at the **Gross Profit** are not insured under this Section, then in computing the amount recoverable as **Increased Cost of Working**, the amount of additional expenditure that will be taken into account will be reduced by the proportion that the **Gross Profit** bears to the sum of the **Gross Profit** and the uninsured standing charges.

# Section 2 Loss of Gross Profits

## Basis of Settlement

**Insurers** will pay for any reduction in **Turnover**, being the sum produced by applying the **Rate of Gross Profit** to the amount by which, due to the **Damage**, the **Standard Turnover** exceeds the **Turnover** during the **Indemnity Period**, less any sum saved during the **Indemnity Period** in respect of costs and expenses of the **Business** payable out of **Gross Profit** as may cease or be reduced in consequence of the **Damage**.

**Insurers** shall ignore any adjustment made for current cost accounting.

If at the time of the **Damage** the **Sum Insured** is less than the sum produced by applying the **Rate of Gross Profit** to the **Standard Turnover** (proportionately increased when the **Maximum Indemnity Period** exceeds TWELVE (12) months) the **Insured** will be the **Insured's** own insurer for the difference and bear a rateable share of the **Loss**.

Cover under this section is subject to the **Maximum Indemnity Period** and the **Sum Insured** as stated in Section 2 (i) **Schedule**, whichever is exhausted earlier.

# Section 2 Loss of Revenue

## Basis of Settlement

The insurance of **Revenue** is limited to reduction in **Revenue** and **Increase in Cost of Working**.

**Insurers** will pay in respect of:

The amount by which, due to the **Damage**, the **Standard Revenue** exceeds the actual **Revenue** during the **Indemnity Period**;

- a) **Increase in Cost of Working** any additional expenses the **Insured** necessarily and reasonably incur solely to prevent or limit a reduction in **Revenue** during the **Indemnity Period** which but for the additional expense would have taken place due to the **Damage**. **Insurers** will not pay more than the reduction avoided by the expenditure less any sum saved during the **Indemnity Period** in respect of **Business** charges and/or expenses payable out of the **Revenue** as may cease or be reduced in consequence of the **Damage**.

If at the time of the **Damage** the **Sum Insured** is less than the **Annual Revenue** proportionately increased where the **Maximum Indemnity Period** exceeds TWELVE (12) months) the **Insured** will be the **Insured's** own insurer for the difference and bear a rateable share of the **Loss**.

Cover under this section is subject to the **Maximum Indemnity Period** and the **Sum Insured** as stated in Section 2 (i) **Schedule**, whichever is exhausted earlier.

## Section 2 Increase in Cost of Working

Professional Fees up to 5% of the **Sum Insured** for **Increase in Cost of Working**.

### Basis of Settlement

During the **Indemnity Period**, **Insurers** will pay the **Increase in Cost of Working**, less any sum saved during the **Indemnity Period** in respect of costs and expenses of the **Business** payable out of **Gross Profit** as may cease or be reduced in consequence of the **Damage**.

The maximum amount **Insurers** will pay will not exceed:

- a) During the first THREE (3) months of the **Indemnity Period**, 25% of the **Maximum Limit**;

For each subsequent month of the **Indemnity Period**, the proportion of the **Remainder Limit** which one month bears to the **Remainder Period** or NINE (9) months (whichever is the longer).

The **Sum Insured** under **Increase in Cost of Working** is limited to the amount of the reduction in **Gross Profit** avoided by such expenditure.

The maximum **Insurers** will pay is the **Maximum Limit** as stated in Section 2 (iii) **Schedule**.

## Section 2 Book Debts

Section 2 extends to include **Loss** of Income sustained by the **Insured** in respect of **Outstanding Debit Balances** directly due to **Damage** and the amount payable shall not exceed the sum as stated above of each and every **Occurrence** or series of **Occurrences** arising out of one original cause being:

- a) the difference between:
  - 1) the Outstanding Debit Balances; and
  - 2) the total of the amounts received or traced in respect of such balances;
- b) the additional expenditure incurred with Our previous consent in tracing and establishing customers' debit balances after the Incident.

Under extension a) 1) above the **Insured** shall provide reasonable proof to **Insurers** of the amount of **Outstanding Debit Balances** at the situation of the **Damage** at the end of the financial period immediately preceding the **Damage**.

The maximum **Insurers** will pay is EUR 100,000 unless otherwise stated in Section 2 (iv) **Schedule** and subject to the **Maximum Indemnity Period**.

In respect of this extension only the following definitions apply:

**Outstanding Debit Balances** means the total recorded by the **Insured** adjusted for:  
bad debts;

- a) amounts debited (or invoiced but not debited) and credited (including credit notes and cash not passed through the books at the time of the Incident) to Customers' Accounts in the period between the date to which the total last recorded relates and the date of the event;
- b) any abnormal condition of trade which had or could have had a material effect on the **Business**,

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

Customers' Accounts means any Hire-purchase or credit accounts of the **Business**.

## Section 2 Rent

If, as a result of the **Premises** suffering **Damage** the **Insured** are prevented from occupying the whole or any part of the **Premises** leased by the **Insured** for the purpose of conducting the **Business**, **Insurers** will indemnify the **Insured** in respect of the amount of Rent nevertheless payable by the **Insured** for such Unoccupied Premises. The insurance under Section 2 is limited to the period from the date of the **Occurrence of Damage** until such time as the **Premises** are again fit for occupation for the purpose of conducting the **Business** after reinstating the **Damage**.

Subject to the **Maximum Indemnity Period** and the **Sum Insured** as stated in Section 2 **Schedule**, whichever is exhausted earlier.

This Section Excludes

1. loss due to:
  - alteration, falsification, manipulation, concealment, destruction or disposal of records of accounts receivable committed to conceal the wrongful giving, taking, obtaining or withholding of money, securities or other property but only to the extent of such wrongful giving, taking, obtaining or withholding of money book-keeping, accounting or billing errors or omissions;

- erasure or distortion of information on computer systems or other records whilst mounted in or on any machine or data processing apparatus
  - defects in such records;
  - mislaying or misfiling of tapes and records;
  - the deliberate act of a Public Supply undertaking in restricting or withholding any supply;
  - wear and tear and gradual deterioration, vermin, rust, damp or mildew;
  - the collusion by any **Employee** of the **Insured**;
2. loss which is in any way caused or facilitated by the dishonesty of any director or partner of the **Insured** or any person in the service of or employed by the **Insured**;
3. loss, proof of factual existence of which is solely dependent upon an audit of records or an inventory computation.

## Section 3 Goods in Transit

### Insuring Clause

If any of the **Property Insured** as stated in the **Schedule** be **Damaged** whilst in transit within the **Territorial Limits** during the **Period of Insurance** **Insurers** will pay to the **Insured** the value of the **Property Insured** at the time of its **Damage** or the amount of the **Damage** or at the option of the **Insurers** reinstate or replace such **Property Insured** or any part thereof.

**Insurers** liability under Section 3 (including extensions hereto) for any one event shall not exceed the **Sum Insured** stated in the **Schedule** or such other **Sum Insured** as may hereafter be agreed to in writing by or on behalf of the **Insurers** at the time of the **Damage**.

### Section 3 Definitions

(Also refer to the **Policy** definitions)

The following definitions apply to Section 3 and keep the same meaning wherever they appear below unless an alternative Definition is stated to apply. In the case of any conflict between the definitions in this Section and the **Policy** definitions the definitions in this Section shall prevail.

### Reasonable Precautions

The **Insured** shall take all reasonable precautions in:

- a) maintaining vehicles under their control in an efficient and roadworthy condition and ensure the suitability of the vehicles for the purpose used;
- b) employing competent and honest persons who can be entrusted with the **Property Insured**;
- c) packaging, labelling and addressing the **Property Insured**.

### Damage

Means accidental loss or destruction of or damage to the **Property Insured**.

### Property Insured

Means **Stock** and materials in trade, including work in progress, belonging to the **Insured** or for which the **Insured** are responsible and connected with the **Business** as stated in the **Schedule**.

### Territorial Limits

Means the Republic of Ireland.

### Transit

Means being carried to its destination by any vehicle, vessel or aircraft including loading and unloading and whilst temporarily housed in the course of being carried to its destination within the **Territorial Limits**.

### Section 3 Extensions

### Additional Expenses

The insurance provided by Section 3 shall include additional costs and expenses reasonably and necessarily incurred by the **Insured** in transferring the **Property Insured** to another vehicle, or reloading on the original vehicle for onward delivery or return to the **Premises** following fire, explosion, collision or overturning of the carrying vehicle plus the removal of debris costs subject to a limit of EUR1,500 any one event.

### Employees' Effects

Section 3 includes in so far as the same are not otherwise insured **Damage** to employees' personal property due to fire, explosion, collision or overturning of the carrying vehicle subject to a limit of EUR500 any one **Employee** any one event.

### Ropes/Sheets

The **Property Insured** under Section 3 shall include ropes, sheets, tarpaulins, trolleys and the like whilst in Transit subject to a limit of EUR1,000 any one event.

## Section 3 Exclusions

The following exclusions apply to Section 3 only. There are also General Exclusions that apply to the whole of the **Policy**.

#### Section 3 does not cover:

- 1 The first EUR250 in respect of each and every **Occurrence** for **Damage** (other than by fire or explosion) after the application of **Average** or as stated in the **Schedule**.
- 2 **Damage** in respect of:

- a) **Money**, which term shall mean current coin, bank and currency notes, cheques, travellers cheques, national giro payment orders, postal and money orders, current unused postage stamps, national savings stamps and certificates, premium bonds, luncheon vouchers, credit card and debit card vouchers, unused franking machine units, trading stamps, gift tokens, customer redemption vouchers, holiday with pay stamps, bankers' drafts, promissory notes, bonds, securities, bills of exchange, dividend warrants, VAT purchase invoices, travel tickets, letters of credit or other negotiable instruments;
  - b) Jewellery, precious stones, bullion, furs or curiosities, precious metals, works of art or rare books;
  - c) Documents, manuscripts, computer systems records or **Business** books;
  - d) Explosives or livestock/bloodstock.
- 3 Breakage of clocks, scientific instruments, china, glass, marble, earthenware, articles of value or the like unless consequent upon an accident in which the carrying vehicle, vessel or aircraft is damaged.
- 4 Denting, bruising or scratching or marring of furniture.
- 5 **Damage** caused by or in respect of goods detailed in the Special Classification of Explosives and other Dangerous Goods carried by the Railway Companies at Owner's Risks only, according to the General Railway Classification of Goods List.
- 6 **Damage** caused by or consisting of wear, tear, latent defect or inherent vice.
- 7 **Damage** caused by or consisting of moth, vermin, insects, damp, mildew, rust, loss in weight, evaporation, taint, leakage or spillage, pollution, contamination, deterioration, depreciation, mechanical or electrical breakdown or derangement, unless arising as a consequence of fire, explosion, or accident to the carrying vehicle, vessel or aircraft and not otherwise excluded.
- 8 **Damage** caused by or attributable to defective or inadequate packing or protection against climatic conditions (other than by lightning) or incorrect and insufficient addressing of any parcel or package.
- 9 **Damage** due to delay or loss of market or consequential loss or **Damage** of any kind.
- 10 **Damage** which is in any way caused or facilitated by the dishonesty of any director or partner of the **Insured** or any person in the service of or employed by the **Insured**.
- 11 **Damage** to goods carried in Open sided/curtained vehicles, or any vehicle that cannot be secured.
- 12 **Damage** caused by or consisting of:
- a) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;
  - b) disappearance or unexplained or inventory shortage;
  - c) theft or any attempt thereat arising whilst any vehicle belonging to or under the control of the **Insured** and containing the **Property Insured** is left unattended unless:
    - i) all doors have been securely locked, all windows and other openings securely and adequately fastened and any immobiliser and any alarm fitted to the said vehicle correctly set to operate and all keys removed,
    - ii) after the last business transit of the day until collected by the driver for the next business transit, the vehicle is housed in a securely locked **Building** of substantial construction or a compound which has secure walls and/or fences and securely locked gates.
- 13 **Damage** regarding import shipments until fully discharged or until marine insurance has ceased to cover whichever last occurs.

# Section 4 Money and Assault

## Section 4 Definitions

### (Also refer to the following and the Policy Definitions)

The following definitions apply to **Money** and Assault and shall keep the same meaning wherever they appear below unless alternative definition is stated to apply. In the case of any conflict between the definitions below and the **Policy** Definitions the following definitions shall prevail.

### Bodily Injury

Means **Bodily Injury** by violent and visible means which directly and independently of any other cause results in death or disablement.

### Business Hours

Means usual Business hours and the working hours (including overtime) during which time the **Insured Person** entrusted with the **Money** is on the **Premises** for the purpose of the **Business**.

**Employee** means in respect of **Section 4** only:

Any person working not less than SIXTEEN hours each week under a contract of service or apprenticeship in connection with the **Business**.

### Insured Person

Means the **Insured**, directors, principals or authorised **Employees**.

### Money

Means current:

- a) Coin, bank and currency notes;
- b) postal and money orders, bankers' drafts, cheques, giro cheques;
- c) crossed warrants, bills of exchange, securities for money;
- d) postage, revenue, national insurance and holiday with pay stamps;
- e) stamped national insurance and holiday with pay cards, national savings;
- f) war bonds, premium savings bonds, franking machine impressions;
- g) credit company sales vouchers, luncheon vouchers trading stamps;
- h) VAT (purchase tax) invoices.

All pertaining to the **Business**, belonging to the **Insured** or is the **Insured's** responsibility.

### Unattended

Means any period when an **Insured Person** is not on the **Premises**.

## Section 4 Part 1 Money

### Insuring Clause

**Insurers** will indemnify **the Insured** for:

- 1 **Loss of Money** up to the limit any one loss as stated in the **Schedule** whilst:
  - a) on the **Premises**;
  - b) at the home of the **Insured** or that of a director, principal or authorised **Employee**;
  - c) in transit;
  - d) deposited in bank night safe until removed by a bank official.
- 2 **Damage to:**
  - a) the safe(s) and strong room(s) specified in the **Schedule**;
  - b) stamp franking machines;
  - c) approved security cases bags or waistcoats used for carriage of **Money**;
  - d) clothing and personal belongings of the **Insured Person** as a result of theft or attempted theft of **Money** involving violence of the threat of violence up to EUR500 per person.

### Conditions

The following conditions apply to Section 4 Part 1 Money only. There are also General Conditions that apply to the whole of the policy.

**Insurers** will not pay any claims unless:

- a) The **Insured** keeps up to date and accurate records of **Money** in a secure place other than in a Safe or strong room containing **Money**.
- b) Outside normal **Business Hours** the keys to all safes and/or strong rooms are removed from the **Premises** unless the **Premises** are in TWENTY FOUR (24) hour occupation by the **Insured Person** in which case all safes and/or strong room keys must be kept in a secure place way from room or area containing any safe and/or strong room.
- c) Whenever the **Premises** are closed for **Business** or left **Unattended** all **Money** must be locked in the safe and/or strong room and all security devices to protect the **Premises** must be properly fitted and put into full and effective operation.

If in relation to any **Claim for Money** in transit the **Insured** have failed to fulfil any of the following conditions the **Insured** will lose the right to indemnity or payment for that claim.

**Money** in transit must be accompanied by the following number of able bodied **Insured Persons** between 18 and 65 years of age:

- a) Up to EUR 5,000 at least ONE person
- b) EUR 5,001 to EUR 13,000 at least TWO persons
- c) Over EUR13,000 Specialist Security Company

In respect of b) above if the bank or other place where the **Insured** deposit **Money** is more than ONE kilometre from the **Premises** the transit must be in a motor vehicle.

## Exclusions

The following exclusions apply to Section 4 Part 1 Money only. There are also General Exclusions that apply to the whole of the **Policy**.

**Insurers** will not indemnify the **Insured** under Part I **Money**:

- a) for shortages due to clerical or accounting errors;
- b) for **Loss** due to:
  - i) the fraud or dishonesty of any **Insured Person**;
  - ii) it not being discovered within SEVEN working days of its loss;
  - iii) it being more specifically insured by any other **policy** or **policy** except for an amount in excess of that amount;
- c) loss of Money from unattended vehicles;
- d) **Damage** arising outside of the **Territorial Limits**;
- e) **Loss** resulting directly or indirectly from forgery, fraudulent alteration or substitution, fraudulent use of a computer or electronic transfer;
- f) for **Loss** resulting from the use of any form of payment which proves for any reason to be counterfeit, from gaming, false, invalid, uncollectible or irrecoverable for any reason;
- g) for loss of **Money** or vending machines unless specifically stated in the **Schedule**;
- h) any **Claim** if the Section 4 Part 1 Money Conditions are not complied with;
- i) For **Money** held in the custody of a Specialist Security Company. **Insurers** will not indemnify the **Insured** for the inability to recover the loss from the Security Company.

## Part 2 – Assault

### Insuring Clause

**Insurers** will compensate the **Insured** for **Bodily Injury** to an **Insured Person** occurring during the **Period of Insurance** caused by theft or attempted theft involving violence or threat of violence which happens in the course of **Business** and directly and independently of any other cause results in any of the following coverage.

### Coverage and Compensation Scale

Coverage:	<u>Compensation</u>
1	
a) death	EUR 10,000
b) total and permanent loss of sight in one or both eyes	EUR 10,000
c) loss of one or more limb	EUR 10,000
occurring within TWELVE (12) months of the <b>Bodily Injury</b> in respect of a) b) and c) above.	
Loss of limb means severance at or above the wrist or ankle. Total and permanent loss of use of a hand, arm, leg or foot.	
2	
Any other total and permanent disablement which after TWELVE (12) months of <b>Bodily Injury</b> prevents the <b>Insured Person</b> from pursuing any occupation	EUR 10,000
3	
Total disablement which within TWELVE (12) of <b>Bodily Injury</b> which prevents the <b>Insured Person</b> from pursuing their normal occupation for a maximum of 52 consecutive weeks – excluding the first SEVEN (7) days of each and every <b>Claim</b> .	EUR 100 per week

## Coverage and Compensation payment scale Applicable to Part 2 only.

- 1 **We will pay for any one injury:**
  - a) the amount of compensation as stated in the Coverage and Compensation Scale;
  - b)
    - i) weekly compensation at four weekly intervals;
    - ii) compensation under this coverage is for a maximum of TWELVE (12) months from the date of the start of the disablement.
- 2 Weekly compensation will cease to be paid for the same **injury** if **Insurers** pay compensation under coverage (a) (b) or (c); and any amount already paid by **Insurers** under coverage (e) will be deducted from any payment **Insurers** make for the same **injury** under coverage (a) (b) or (c).

If **Insurers** make a payment under coverage (a) (b) or (c) insurance will end for the **Insured Person**.

### Medical Conditions

The following conditions apply to Section 4 Part 2 Assault only. There are also General Conditions that apply to the whole of the policy.

**Insurers** may require an **Insured Person** to undergo medical examinations or a post mortem to be carried out at **Insurers** expense.

At the expense of the **Insured** or **Insured Person** legal representative supply **Insurers** with any **Policy**, information or evidence in the format that **Insurers** require.

**Insurers** will not pay multiple benefits from assault payment for more than one item of benefit under the coverage and compensation scale to any one **Insured Person**.



# Section 5 Employers' Liability

## Insuring Clause

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

**Insurers'** liability for all compensation payable by the **Insured** Section 5 to any claimant or number of claimants in respect of any one **Occurrence** or all **Occurrences** of a series arising out of one original cause shall not exceed the **Limit of Liability** as stated in the **Schedule**.

The **Limit of Liability** includes:

- (a) all legal costs and other expenses incurred by any claimant or claimants;
- (b) all legal costs and other expenses incurred in defending any claim or claims;
- (c) legal fees incurred with **Insurers'** consent for fatal enquiry, representation at any Coroner's Inquest or in respect of any death or defending in any Court of Summary Jurisdiction any proceeding in respect of any act or omission causing or relating to any **Occurrence** which may be the subject of indemnity under this **Policy**.

Where **Insurers** agree to indemnify more than one party then nothing in the **Policy** shall increase **Insurers** the liability to pay any amount in **Excess** of the amount stated as the **Limit of Liability** in the **Schedule**.

## Section 5 Definitions

### (Also refer to the Definitions in this Policy)

The following definitions apply to Section 5 and shall keep the same meaning wherever they appear below unless an alternative definition is stated to apply. In the case of any conflict between definitions in this Section and the **Policy** definitions Section 5 definitions shall prevail.

A defined word or phrase is in **bold type** and has a specific meaning other words may be in capital letters these are also important words.

Each section of the **Policy** contains definitions which have a specific meaning, they must be read in conjunction with the **Policy** definitions.

## Bodily Injury

Means

- a) **Bodily Injury**, death, disease, illness to any **Employee**;
- b) wrongful arrest detention imprisonment or eviction of any person (other than any **Employee**) by the **Insured** up to a maximum **Limit of Liability** inclusive of all costs and expense of EUR5,000 any one incident and EUR10,000 in the aggregate in any **Period of Insurance**.

## Damage

Means direct physical **Loss** or destruction of or **Damage** to material **Property**.

## Employee

Means:

- (a) A person under a contract of service or apprenticeship with **the Insured**
- (b) A person under a contract of service or apprenticeship with some other employer and who is hired to or borrowed by the **Insured** whilst under the direct control and supervision of the **Insured**
- (c) Labour masters and persons supplied by them whilst under the direct control and supervision of the **Insured**
- (d) A self-employed person performing work of a kind ordinarily performed under a contract of service or apprenticeship with the **Insured** whilst under the direct control and supervision of the **Insured**
- (e) Work experience trainees.
- (f) Any voluntary helper whilst working under the direct control and supervision of the **Insured** providing that such person is over the age of sixteen (16) years.

## Excess

The amount as stated in the **Schedule** payable by the **Insured** in respect of each and every **Loss**.

## Hostile Territory

Means a territory designated by the government of the Republic of Ireland:

- a) to which all persons are 'advised against all travel to' ;
- b) that all persons should leave having designated the territory 'advised against all travel to.

## Limit of Indemnity

The maximum limit of **Insurers** liability as stated in the **Schedule**.

## Territorial Limits

Republic of Ireland or whilst temporarily elsewhere in respect of **Employees** under a contract of service or apprenticeship with the **Insured** provided that the contract of service or apprenticeship was entered into in the Republic of Ireland.

## Section 5 – Exclusions

The following exclusions apply to Section 5 only. There are also General Exclusions that apply to the whole of the **Policy**.

**Insurers** will not indemnify the **Insured** during any **Period of Insurance** in respect of:

- 1 Any claim(s) for damages for **Bodily Injury** caused and sustained by any **Employee**:
  - (a) on any **Offshore** installation or support or accommodation vessel for any **Offshore** installation;  
or
  - (b) in transit to or from or between any **Offshore** installation or support or accommodation;
  - (c) in **Hostile Territory**.
- 2 Any liability for which compulsory insurance or security is required by any road traffic legislation.

## Section 5 – Discharge of Liability

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

# Section 6 Public and Products Liability

## Insuring Clause

**Insurers** will indemnify the **Insured** in respect of the **Insured's** legal liability to pay as compensation in the event of:

### Public Liability

1. a) accidental **Bodily Injury**;
- b) accidental **Loss** of or accidental **Damage** to material property;
- c) accidental obstruction, accidental trespass, accidental nuisance, or accidental interference with pedestrian, road, rail, air, or waterborne traffic;

### Products Liability

2. accidental **Bodily Injury** or **Damage** occurring within the **Geographical Limits** during the **Period of Insurance** arising out of **Products** supplied from the **Territorial Limits** during the course of the **Business** including **Legal Costs**.

**Insurers'** liability shall not exceed the **Limit of Liability** specified in the **Schedule**.

Where **Insurers** agree to indemnify more than one party then nothing in the **Policy** shall increase **Insurers'** liability to pay any amount in excess of the **Limit of Liability** as stated in the **Schedule**.

## Public Liability Condition Precedent

### Inspection of Public Liability

It is a **Condition Precedent** to **Insurers** liability that the **Insured** shall implement and maintain a fully documented;

- a) spillage inspection and cleaning procedure in respect of toilets, dance-floors and bar areas;
- b) inspection and maintenance procedure in respect of all areas to which the public have access including but not limited to car-parks;

and maintain formal records of the outcome of such inspections; the **Insured** shall also procure that any necessary remedial work or other action identified as being required as a result of that inspection is properly carried out without delay.

## Section 6 Definitions

### (Also refer to the Definitions in this Policy)

The following definitions apply to Section 6 and shall keep the same meaning wherever they appear below unless an alternative definition is stated to apply. In the case of any conflict between definitions in this Section and the **Policy** Definitions the definitions in respect of Section 6 shall prevail.

A defined word or phrase is in **bold type** and has a specific meaning other words may be in capital letters these are also important words.

Each section of the **Policy** contains definitions which have a specific meaning, they must be read in conjunction with the **Policy** definitions.

### Bodily Injury

Means

- (a) **Bodily Injury**, death, disease, illness;
- (b) wrongful arrest, detention, imprisonment, or eviction of any person (other than any **Employee**) by the **Insured** up to a maximum **Limit of Liability** inclusive of all costs and expense of EUR10,000 any one incident and EUR10,000 in the aggregate in any **Period of Insurance**.

### Damage

Means direct physical **Loss** or destruction of or **damage** to material **Property**.

### Excess

The amount as stated in the **Schedule** paid by the **Insured** in respect of each and every **Loss**.

### Geographical Limits

Worldwide in respect of:

- (i) Non-manual work carried out during temporary visits in connection with the **Business** excluding **Hostile Territory**;
- (ii) **Products** other than in the USA and Canada.

## Hostile Territory

Means a territory designated by the government of the Republic of Ireland:

- a) to which all persons are 'advised against all travel to';
- b) that all persons should leave having designated the territory 'advised against all travel to.

## Limit of Indemnity

The maximum limit of **Insurers** liability as stated in the **Schedule**.

## Products

Means goods sold and or supplied in the course of the **Insured's Business** by the **Insured** or on the **Insured's** behalf during **Period of Insurance**.

## Territorial Limits

- (i) Republic of Ireland:  
or
- (ii) the **Geographical Limits** whilst temporarily elsewhere in respect of **Employees** under a contract of service or apprenticeship with the **Insured** provided that the contract of service or apprenticeship was entered into in the Republic of Ireland including non-manual work carried out during temporary visits elsewhere in connection with the **Business** by directors and **Employees** normally resident in and travelling from the Republic of Ireland.

# Section 6 Extensions

## Additional Benefit

In addition **Insurers** will pay solicitors fees incurred for representation at any Coroner's Inquest or fatal enquiry in respect of any death or defending in any Court of Summary Jurisdiction any proceeding in respect of any act or omission causing or relating to any event which may be the subject of indemnity.

**Bona Fide Sub-Contractors** the **Insurers** will indemnify the **Insured** against liability for **Bodily Injury**, damage or denial of access caused by or arising from the activities of bona fide sub contractors provided that the **Insured** has established and maintains an administrative procedure for obtaining and retaining evidence from bona fide sub contractors to the effect that they all have separate and specific and Public Liability insurance and that

- a) the Limit of Indemnity of the Public Liability insurance be not less than EUR 1,000,000 in respect of any one claim or number of claims arising out of one cause or **Occurrence**
- b) such insurance has been extended to indemnify the **Insured** as principal against all liability at law for damages in respect of **Injury** or **Damage**
- c) such insurance covers the work to be undertaken by the bona fide sub contractors
- d) the insurance is revalidated every twelve (12) months throughout the duration of their contract with the Insured

## Cross Liabilities

If the **Insured** comprises of more than one party as named in the **Schedule Insurers** will apply separately to each such **Insured** in the same manner and to the same extent as if a separate **Policy** had been issued to each **Insured** all of which are subject to the terms, limitations and conditions of this **Policy**. **Insurers** agree to waive all rights of subrogation against any of these parties.

## Legal Costs

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

## Liability for Buildings Temporarily Occupied

Where **Buildings** (other than **Buildings** comprising the Works) are temporarily occupied by the **Insured** for the purposes of carrying out work therein or thereon **Insurers** will provide indemnity against legal liability in respect of accidental **Loss** of or damage to such **Buildings** or their contents occurring during the **Insured's** occupancy provided that such **Buildings** are not owned leased hired or rented by the **Insured** or any subcontractor acting for or on behalf of the **Insured**.

## Professional Liability

**Insurers** will provide indemnity against legal liability caused by or arising out of professional coaching or training. The maximum limit of **Insurers** liability is EUR 100,000.

## Section 6 Exclusions

Public Liability shall not apply to or include:

1. Liability arising directly or indirectly from the ownership or possession or use by or on behalf of the **Insured** of any mechanically propelled vehicle or mobile plant:
  - (a) which is licensed for road use; or
  - (b) for which compulsory motor insurance or security is required; or
  - (c) which is more specifically insured

This exclusion shall not apply in respect of:

- (i) liability not more specifically insured under any other **Policy** arising during the act of loading or unloading mechanically propelled vehicles or mobile plant or the bringing to or the taking away of a load from such vehicle or such plant;
  - (ii) the use of any mechanically propelled vehicle or mobile plant solely as a tool of trade unless more specifically insured or unless compulsory motor insurance or security is required;
  - (iii) the unauthorised movement on the **Insured's Premises** or contract site of any mechanically propelled vehicle or mobile plant unless more specifically insured or unless compulsory motor insurance or security is required;
2. Liability arising directly or indirectly from the ownership or possession or use by or on behalf of the **Insured** of craft designed to travel through air or space hovercraft or watercraft other than non-mechanically powered craft used on inland waterways;
  3. Liability arising directly or indirectly from the ownership or possession or use by or on behalf of the **Insured** of vehicle trailers whether attached or not attached to a vehicle while in use in a place for which compulsory insurance is required under the Road Traffic Act 1961 or any subsequent amending legislation to this Act;
  4. Liability which attaches by virtue of an agreement but which would not have attached in the absence of such agreement;
  5. **Damage** to property belonging to the **Insured** or held in trust by or borrowed rented leased or hired for use by the **Insured** but this exception shall not apply to the personal effects (including vehicles and their contents) of directors **Employees** and visitors for which the **Insured** is legally responsible;
  6. **Damage** to property or land or **Building** or **Loss** caused directly or indirectly by subsidence, collapse, or removal or weakening of support;
  7. **Damage** to that part of any property upon which the **Insured** or any servant or agent of the **Insured** is or has been working where the **Loss** or **Damage** is the direct result of such work;
  8. Liability in respect of liquidated damages fines penalties aggravated exemplary or punitive damages;
  9. Liability arising directly or indirectly out of advice designs or specifications provided by the Insured for a fee or in circumstances where a fee would normally be charged;
  10. Bodily **Injury** sustained by any **Employee** whilst working for the **Insured** in connection with the **Business** where such Bodily **Injury** arises out of and in the course of the employment;
  11. All liability in respect of Pollution or Contamination other than caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the **Period of Insurance**.

All Pollution or Contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place. **Insurers'** liability for all compensation payable in respect of all Pollution or Contamination which is deemed to have occurred during the **Period of Insurance** shall not exceed in the aggregate the **Limit of Indemnity** as stated in the **Schedule**.

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

- (i) All pollution or contamination of **Buildings** or other structures or of water or land or the atmosphere;
- (ii) **Damage** or **Bodily Injury** directly or indirectly caused by such Pollution or Contamination;

Provided always that **Insurers'** total liability to pay compensation shall not exceed the **Limit of Indemnity** stated in the **Schedule**.

12. The amount of any excess specified in the **Schedule**.
13. Liability in respect of or arising from allegations of rape or sexual abuse of any nature whether proven or otherwise.
14. Liability in respect of or arising from **Financial Loss** liability for pure financial loss that is not consequent upon **Bodily Injury** or **Damage**.
15. 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.

16. **Bodily Injury** suffered by one (1) participant caused by another participant in any sport or activity under the direction of the **Insured** where physical contact between participants is an accepted part of play (including for example association football/soccer, Australian rules football, American football, basketball, camogie, floorball, Gaelic football, handball, hockey, hurling, ice hockey, lacrosse, martialarts, rugby league, rugby union and water polo).
17. Liability arising from or caused by deliberate or belligerent acts by security staff, door staff or **Employees**.
18. Any liability to pay compensation arising out of a decision of any court made in accordance with the laws of the United States of America or Canada;
19. Liability arising from or in connection with the operation or arrangement by or on behalf of the **Insured** of travel accommodation or leisure facilities for any purpose.
20. Liability including costs and expenses:
  - (i) for repairing, inspecting, altering, correcting, rectifying, reconditioning or replacing any **Products** or any of its parts or any defective service or workmanship;
  - (ii) arising from the cost of making good damage to property belonging to the **Insured**;
  - (iii) arising from the cost of making good any property being worked upon by the **Insured** and arising out of such work; or
  - (iii) the withdrawal, recall, repair, replacement, alteration or making of any refund in respect of **Products**.
21. Liability including costs and expenses arising out of the failure of a **Product** or any part thereof to fulfil the purpose for which it was intended or to perform as specified, warranted or guaranteed.
22. Liability arising from any **Products** which could affect the operation or safety of:
  - (i) any aircraft or aero-spatial or aerial device or other craft intended to travel through air or space; or
  - (ii) watercraft

## Discharge of Liability

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

# Extensions applicable

## Section 5 - Employers Liability and Section 6 – Public and Products Liability

### Safety Health and Welfare at Work Act 2005 (and any subsequent amendments thereto)

This **Policy** subject to its terms and limitations extends to indemnify the **Insured** or any director or **Employee** of the **Insured** in respect of legal fees or expenses including the costs of appeal against conviction reasonably incurred by the solicitor or firm of solicitors engaged with **Insurers** consent to act for or on behalf of the **Insured** or any director or **Employee** in his defence against a criminal charge for a breach or an alleged breach of the **Safety Health and Welfare at Work Act 2005** (and any subsequent amendments thereto) committed or alleged to have been committed during the **Period of Insurance** including costs of prosecution awarded against such director or **Employee** or the **Insured** arising from such proceedings.

Provided always that:

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

### Court Attendance

This **Policy** extends to include the cost of attendance in court by the **Insured** or any director or **Employee** as a witness at the **Insurers'** request, payable at the following rates per day on which attendance is required:

- j) any principal director or partner of the **Insured** - EUR500;
- ii) any **Employee** – EUR250.

### Indemnity to Principal (Only applicable if confirmed by the issuance of a Certificate of Insurance)

Subject to **Insurers** prior written agreement to the extent that any contract or agreement entered into by the **Insured** with any Principal (as named in the Certificate of Insurance) require **Insurers** will, subject to the Limit of Indemnity as stated in the **Schedule**:

- (1) indemnify the **Insured** against liability assumed by the **Insured**;
- (2) indemnify the Principal in like manner to the **Insured** in respect of the liability of the Principal arising out of the performance by the **Insured** of such contract or agreement.

Provided always that:

- (1) **Insurers** have the sole conduct and control of all claims;
- (2) the Principal shall observe fulfil and be subject to the terms, conditions, extensions, exclusions and endorsements of this **Policy**;
- (3) indemnity shall not apply to liability in respect of liquidated damages or to liability under any penalty clause;
- (4) this extension will not operate to increase **Insurers** liability to pay any amount exceeding the **Limit of Indemnity** as stated in the **Schedule** regardless of the number of persons claiming to be indemnified under this **Policy**.

Indemnity to any Principal shall only apply in respect of liability for which the **Insured** would have been entitled to indemnity herein if the claim had been made directly against the **Insured**.

For purposes of this Extension the term Principal shall include but shall not be limited to any partner, company, subsidiary or affiliated or parent company to the Principal, public or statutory authority but only to the extent that the contract between the Principal and the **Insured** requires these additional parties to be indemnified in a like manner to the **Insured**.