

Securus Insurance Ltd

Residential Unoccupied Property Wording

Contents

Introduction 3

Policy Definitions and interpretation.....4

Important: Information About this Policy..... 10

Insured Section 1 - Property Damage..... 12

Insured Section 2 - Employers Liability 15

Insured Section 3 - Property Owners Liability 18

General Conditions applicable to the whole of this insurance..... 22

Claims Conditions applicable to the whole of this insurance..... 27

General Exclusions applicable to the whole of this insurance 34

Complaints 37

Data Protection & Privacy Notice 38

Introduction

This document sets out the terms and conditions of the contract of insurance between **you** and **us**. This insurance includes conditions and exclusions that may not be found in a standard home insurance policy. Please read the whole document carefully. It is arranged in different sections. It is important that;

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

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

In deciding to accept this insurance and setting the terms and premium, **we** have relied on the information and statements which **you** have provided in the proposal form or statement of fact.

Securus Insurance Ltd are authorised by **us** to sign and issue this policy on **our** behalf.

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

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

Policy Definitions and interpretation

The following words will have the same meaning attached each time they appear in this **Policy** in **bold** type face, whether with a capital first letter or not.

Where the context so admits or requires, words importing the singular will include the plural and vice versa and words importing the masculine will import the feminine and the neuter. References to 'a person' will be construed so as to include any individual, company, partnership, or any other legal entity. References to a statute will be construed to include all its amendments or replacements. All headings within the **Policy** are included for convenience only and will not form part of this **Policy**.

Accident	Accident means a single and unexpected event, which occurs at an identifiable time and place.
Bodily Injury	Bodily injury means death, disease, illness, physical and mental injury of or to an individual.
Buildings	<p>Buildings means the fixed permanent structures at the premises including</p> <ul style="list-style-type: none">(a) all items that are fixed to and form part of such structure ;(b) outbuildings, annexes, extensions, canopies, ;(c) foundations, underground service pipes and cables, sewers and drains that are attached to such structure;(d) walls, gates and fences and the adjoining gangways, yards, roadways or pavements constructed of concrete or asphalt that are attached to or immediately servicing such structure;(e) underground storage tanks; <p>which belong to you or for which you are legally responsible.</p>
Business	The ownership by the insured of land and buildings at the premises .
Claim payment	Claim payment will mean the amount the Insurer agrees to pay to the Insured for any one claim.
Combined single Limit	Combined single limit means the maximum the Insurer will pay by this Policy in the event that two or more insuring clauses, to which the combined single limit applies, provide coverage for an Insured event.
Contents	<p>Household goods within the buildings, which you own or which you are legally liable for.</p> <p>We do not include within this definition:</p> <ul style="list-style-type: none">• motor vehicles, motor cycles, mopeds, scooters, caravans, trailers, watercraft or their accessories• televisions, satellite decoders, radios, audio equipment and home computers• money, credit, debit, charge, cash or bankers cards, certificates or documents• jewellery, watches, gemstones, gold, bullion, silver or precious metals, paintings, antiques and collectibles of a particular value due to their age, style, artistic merit or collectability, furs, clothing or other personal effects, pedal cycles• any living creature• domestic oil in fixed fuel tanks

- any part of the **buildings**
- any property held or used for business purposes
- any property insured under any other insurance
- televisions, video and audio equipment, computers, mobile phones, portable electronic equipment, photographic equipment, musical instruments, sports equipment, guns and firearms,
- landlord's fixtures and fittings therein and thereon;
- property more specifically insured.

Costs and expenses

Costs and expenses means:

1. costs and expenses (other than claimant costs recoverable from the **insured** or any **other insured party**) incurred in the investigation, adjustment, appraisal, defence or settlement of an insured event, including expert, legal, appeal and defence costs;
2. pre-judgment interest awarded against the **insured** on that part of any judgment covered under this **policy** but where the **insurer** offers to pay the **limit of indemnity** in settlement of a claim or suit, the **insurer** will not pay any pre-judgment interest imposed or earned after the date of such offer;
3. all interest earned on that part of any judgment within the **limit of indemnity** after entry of the judgment and before the **insurer** has paid, offered to pay, or deposited in court that part of any judgment that is within the applicable **limit of indemnity**;
4. costs and expenses of legal representation at any coroner's inquest or inquiry in respect of any death which may be the subject of indemnity under this **policy**.

Cyber

Any risk where the losses are cyber-related, arising from either malicious acts (e.g. cyber-attack, infection of an IT system with malicious code) or non-malicious acts (e.g. loss of data, accidental acts or omissions) involving either tangible or intangible assets

Damage

Damage means loss of use of tangible property that has been lost, destroyed or damaged.

Denial of access

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

Employee

Employee means any person whilst:

engaged under a contract of service or apprenticeship with **you**; acting in the capacity of non-executive director of the **insured**; not under a contract of service or apprenticeship who is, at the requirement of the **insured**, supplied to, hired or borrowed by the **insured** in the course of **business** and under the control of the **insured**, including but not limited to:

1. persons on secondment from another company that is not an **insured** under this policy;
2. labour masters or persons supplied by them;
3. labour only subcontractors;
4. self-employed persons;
5. drivers or operators of hired-in plant;
6. persons engaged under work experience, training, study, exchange or similar schemes;

7. any officer, member or voluntary helper of the organisations or services stated in the **business**;
8. voluntary workers, helpers and instructors;
9. employee(s) elected on any industry users committee;
10. outworkers or homeworkers employed under contracts to personally execute any work in connection with **business** while they are engaged in that work;
11. prospective employees who are being assessed by the **insured** as to their suitability for employment;
12. any person a Court of Law in the Republic of Ireland deems to be an employee;
provided that the **insured** can always request that any such person is not treated as an employee.

Endorsement	A change in the terms and conditions of this insurance.
Excess	<p>For insured sections Employers' liability or Property owners liability, the limit of indemnity is additional to the excess and excess means</p> <ol style="list-style-type: none"> 1. the first amount payable by the insured in respect of each and every claim or potential claim as ascertained after the application of all other terms and conditions of this insurance or 2. in the case of a claim or potential claim that involves damage, and if specified in the schedule and applicable, the excess (damage only).
Heave	Upward movement of the ground beneath the buildings as a result of the soil expanding.
Insured section	Insured section means all or any individually lettered sections of this Policy that forms part of the insurance contract but only if stated as ' Insured ' in the Schedule .
Insurer	Insurer means the party specified as Insurer in the Schedule and any other subscribing Insurers .
Landslip	Downward movement of sloping ground.
Legionella	Legionella means any discharge release or escape of legionella or other airborne pathogens from water tanks, water systems, air-conditioning plants, cooling towers and the like.
Limit of Indemnity	<p>Limit of indemnity means:</p> <p>for insured section – Employers liability the amount stated in the schedule which is the maximum amount of our liability arising out of one (1) occurrence regardless of the number of:</p> <ol style="list-style-type: none"> I. other insured parties; or II. persons or organisations bringing claims or suits; or III. claims against the insured or series of claims against the insured, or claims or series of claims made by the insured; <p>for insured section – Property owners liability the amount stated in the schedule which is the maximum amount of our liability arising out of one (1) occurrence or series of occurrences arising out of one (1) originating cause regardless of the number of:</p>

1. **other insured parties**; or
2. persons or organisations bringing claims or **suits**; or
3. claims against the **insured** or series of claims against the **insured**, or claims or series of claims made by the **insured**;

where two (2) or more insuring clauses are subject to a **combined single limit**, then the **combined single limit** is the maximum **we** will pay for any insured event to which such insuring clauses apply in combination, and;

where a limit of indemnity is stated in the **schedule** as in the aggregate, that aggregate is the maximum **we** will pay for all insured events during the **period of insurance**.

Limit of Liability	Limit of liability means the amount stated in the schedule which is the maximum amount of our liability for any one event regardless of the number of persons claiming an indemnity.
North America	North America means the United States of America or its territories or possessions or Canada.
Nuclear hazards	Nuclear hazards means: <ol style="list-style-type: none"> I. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; II. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
Other insured party	Other insured party means any of the following parties: <ol style="list-style-type: none"> I. any director, partner, employee or a former employee of the insured; II. any officers or trustees of the insured's pension scheme(s).
Period of insurance	The length of time for which this insurance is in force, as shown in the schedule and for which you have paid and we have accepted a premium.
Personal injury	Personal injury means harm other than advertising injury or bodily injury arising out of one or more of the following offences committed in the course of the business : <ol style="list-style-type: none"> I. false arrest; II. detention or imprisonment; III. malicious prosecution; IV. wrongful entry into, or eviction of a person from a room, dwelling or premises that the person occupies; V. invasion of the right of privacy; VI. libel, slander or defamation
Policy	Policy means this document, the schedule (including any schedules issued in substitution) and any endorsements attaching to this document or the schedule that will be considered part of the legal contract and any word or expression in bold type face on any of these documents will bear the specific meaning stated in these definitions.
Pollutant	Pollutant means any solid, liquid, gaseous or thermal irritant or contaminant including smoke, vapour, soot, fumes, acids, alkalis, chemicals or waste. Waste is deemed to include materials to be recycled, reconditioned or reclaimed. Legionella bacteria are deemed not to be pollutants for the purpose of this insurance.

Pollution	<p>Pollution means:</p> <ul style="list-style-type: none"> ii. the actual, alleged or threatened discharge, seepage, migration, dispersal, release or escape of pollutants at any time; iii. any cost, expense, claim or suit arising out of any request, demand or order as a result of actual, alleged or threatened discharge, seepage, migration, dispersal, release or escape of pollutants at any time that the insured or any other insured party test for, monitor, clean up, remove, contain, treat, detoxify, or neutralise or in any way respond to, or assess the effects of pollutants.
Premises	<p>The private dwelling which is deemed to be unoccupied and of standard construction and the garages and outbuildings used for domestic purposes at the premises shown in the schedule.</p> <p>For insured sections Employers' liability or Property owners liability; premises means the buildings or land that are owned, leased, hired or tenanted by or on loan to the insured for the purpose of the business.</p>
Proposal	<p>Proposal means any information supplied by or on behalf of the insured, deemed to be a completed proposal form, statement of fact and medical questionnaire and other relevant information, which is supplied in written, electronic or in any other means, that the we may require.</p>
Refurbishment	<p>Internal painting and decorating, tiling, replacement of bathroom and/or kitchen fixtures and fittings including sinks, wash basin, w.c, bath, shower, carpeting, internal joinery, plastering, installation/repair of central heating and external window replacement.</p>
Schedule	<p>Schedule means the document titled schedule that includes the name and address of the insured, the premium and other variables to this standard policy (including endorsement clauses) and is incorporated in this policy of insurance and accepted by the insured. Schedules may be re-issued from time to time where each successor overrides the earlier document</p>
Securus Insurance Ltd	<p>The company who have been authorised by us to transact insurance business on our behalf. Securus Insurance Ltd is authorised and regulated by the Central Bank of Ireland, their Firm Reference Number is C41295. Registered Office: Suite 3, Stafford House, Strand Road, Portmarnock, Co Dublin. D13 TR59</p>
Settlement	<p>Downwards movement as a result of the soil being compressed by the weight of the buildings within ten years of construction.</p>
Standard Construction	<p>Built of brick, stone or concrete and roofed with slates, tiles, asphalt (including flat roofs), metal or concrete, unless otherwise agreed by endorsement.</p>
Subsidence	<p>Downward movement of the ground beneath the buildings other than by settlement.</p>
Suit	<p>Suit means a civil proceeding in which damages to which this insurance applies are alleged, including</p> <ul style="list-style-type: none"> I. an arbitration proceeding in which such damages are claimed and to which an other insured party must submit or does submit with our consent; or II. any other alternative dispute resolution proceeding in which such damages are claimed and to which an other insured party submits with our consent.

Territorial limits	means the Republic of Ireland .
Unoccupied	The property is unoccupied when it is not being lived in for 1 day or more.
We/us/our/Insurer	Lloyd's Insurance Company as named in the Schedule
Work away	Work Away means any work or activity being undertaken at any third party location or any other location away from the usual Insured business location
You / your/ insured	means: <ul style="list-style-type: none"> • 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 Insurer until such time as they may be sold or otherwise disposed (but not excluding any liabilities incurred prior to disposal), and; • the person or people shown as Insured in the Schedule; • including in either case the legal or personal representatives of the Insured in respect of any claim under this Policy incurred on behalf of the Insured.

About Us

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

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

Website address: www.lloyds.com/brussels

E-mail: enquiries.lloydsbrussels@lloyds.com

All enquiries regarding this insurance policy should be directed to:

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

Cancellation and Cooling Off Period

The Insured's Right to Cancel during the Cooling-Off Period

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

If **you** wish to cancel during the Cooling-Off Period, **you** will be entitled to a refund of any premium paid unless **you** have made a claim in which case the **Insurers** may require payment of the premium.

The Insured's Right to Cancel after the Cooling-Off Period

The **Insured** is entitled to cancel this **Policy** after the cooling-off period by notifying the **Insurer** in writing. If this insurance is cancelled and provided the **Insured** has not made a claim and there hasn't been an incident that could give rise to a claim, **we** will return the premium stated in the **schedule** less a deduction for the time for which the **Insured** has been covered. This will be calculated at a proportional daily rate depending on how long the **Policy** has been in force. However, where the premium stated in the **schedule** is a "minimum & deposit" premium, there will be no return of premium except to the extent required by law, for example if the **Insured** exercises a "cooling off" right under legislation to cancel the contract or if the **Insurer** cancels the contract.

The Insurer's Right to Cancel

The **Insurer** is entitled to cancel this **Policy**, if there is a valid reason to do so (including, but not limited to, any failure by the **Insured** to pay the premium), by giving the **Insured** fourteen (14) days' notice in writing by recorded post to **your** correspondence address shown in the **schedule**. Any return of premium due to the **Insured** will be calculated at a proportional daily rate depending on how long the **Policy** has been in force unless the **Insured** has made a claim in which case the full annual premium is due.

Changes in Circumstances

We have relied on the information and statements which **you** have provided in the proposal form or statement of fact. **You** must tell Securus Insurance Ltd of any changes to the answers **you** have given as soon as possible. Failure to advise of a change to **your** answers may mean **your** policy is invalid and claims may not be paid. These changes

may result not only in a change to the terms and conditions of this insurance contract but also **your** premium and/or **excess**.

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

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

Please also ensure that **you** review Page 22 for other more specific general conditions relating to **your property** whereby it will be necessary to advise **Securus Insurance Ltd** of changes.

Sums Insured

You must ensure that the sums insured represent the full value of the property covered.

For **buildings** the full value is the estimated cost to fully rebuild the **buildings** at **your premises** including any expenses **you** have to pay for architects, surveyors, consulting engineers, legal fees, demolition and debris removal.

For **contents** the full value is the current cost of replacing all the **contents** within the **building** with new items of the same or nearest equivalent quality and type.

Buildings awaiting demolition

If at the time of **damage** any **buildings** are awaiting demolition, **our** maximum liability shall not exceed the additional costs of removing debris, in accordance with the Debris removal clause, which are incurred by **you** solely as a result of **damage**.

Non-payment of premiums

We will not make any payment under this policy unless **you** have paid the premium due to **us**.

Renewal

We are not bound to offer renewal of this policy.

Fraudulent claims

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

Insured Section 1 – Property Damage

Your **schedule** will show an amount or use the word covered to indicate if **your buildings** and **contents** are insured by this section.

The following perils are applicable

Section 1 – Property Damage	
What is covered	What is not covered
This insurance covers physical loss or physical damage to your buildings and contents which happens during the period of insured due to the following insured perils;	We will not pay;
1. Fire and resultant smoke damage.	a) the excess shown in the schedule b) i) explosion resulting from fire; ii) earthquake or subterranean fire;
2. Lightning	a) the excess shown in the schedule
3. Explosion i. of boilers; ii. of gas; used for domestic purposes only	a) the excess shown in the schedule b) damage caused by earthquake or subterranean fire.
4. Aircraft or other aerial devices or articles dropped there from;	a) the excess shown in the schedule

Section 1 – Property Damage Additional Covers

The following cover is applicable

This section of the policy also covers;	We will not pay;
<p>A) Expenses you have to pay and which we have agreed in writing for</p> <ul style="list-style-type: none"> architects', surveyors', consulting engineers' and legal fees the cost of removing debris, cleaning or clearing of drains and making safe the building dismantling, demolishing; shoring up or propping up the building temporary boarding up of windows, fanlights, skylights and doors complying with any Government or local authority requirements <p>following physical loss or physical damage to the buildings which is covered under section one</p>	<p>a) the excess shown in the schedule</p> <p>b) any expenses for preparing a claim or an estimate of loss or damage</p> <p>c) any costs if Government or local authority requirements have been served on you before the loss or damage happened</p> <p>d) any amount over 15% of the buildings sum insured</p>
<p>B) Anyone buying the building who will have the benefit of section one from the date of exchange of contracts until the earlier of the sale completing or the end of the period of insurance.</p>	<p>a) the excess shown in the schedule</p> <p>b) If the buildings are insured under any other insurance</p>
<p>C) Physical loss or physical damage to your:</p> <p>a) buildings or</p> <p>b) landscaped garden,</p> <p>caused by the emergency services making a forced entry due to an emergency.</p>	<p>a) the excess shown in the schedule</p> <p>b) more than the amount stated on the schedule of Insurance.</p>
<p>D) Fire extinguishing expense reasonably incurred by you in order to minimise or prevent insured loss or damage.</p>	<p>more than the amount stated on the schedule of Insurance.</p>

Extensions applicable to Section 1 – Property Damage

Other parties

We note the interest of the loss payee named in **your schedule** in the insured **building**.

We and **you** agree that where **we** have agreed to make any payment under this **policy** for physical loss of or physical damage to the insured **building**, **we** will make **our** payment to the loss payee named in **your schedule** to the extent of its financial interest in such **insured building**.

If **we** make a payment in accordance with the above terms, **you** agree that such payment shall discharge **our** liability to **you** and **we** shall no longer be liable to pay **you** in respect of the same incident of loss or damage.

You authorise **us** to negotiate the settlement of any claim with the loss payee named in the **schedule** and agree that **you** will be bound by any agreement reached between **us** and such loss payee.

We retain the right to decide whether **we** repair, replace, rebuild or pay the value of the damaged property.

We will not make payment for any loss arising directly or indirectly as a result of any failure to apply any payment made by **us** to repair, replace or rebuild the damaged property.

The loss payee named in the **schedule** shall have no rights under this **policy** and is not a party to it.

Insured Section 2 - Employers' liability

Employers' liability cover

We will cover **you** for all sums that **you** will become legally liable to pay as damages, including claimant costs recoverable from **you**, arising out of bodily injury caused during the period of insurance and sustained by an employee in the course of employment by **you** in the business.

Employers' liability extensions

Cross liabilities

For each legal entity comprising **you**, **we** will separately indemnify each party under this **Insured** section as if a separate **Policy** had been issued to each provided that in respect of claims made or suits brought against any of them by any other person our total indemnity to all parties, will not exceed the limit of indemnity.

Indemnity to other parties

At **your** request, **we** will separately cover each **other Insured party** provided that the:

- a) **you** would have been entitled to cover by this **Insured section** had the claim or **suit** been made against **you**;
- b) **other Insured party** is not covered under any other insurance or in any other way;
- c) **we** have the sole conduct and control of any claim;
- d) **other Insured party** agrees it will be bound by this **Policy** (other than in respect of premium) as if it were **you**.

We will cover any of **your** principals, where requested by **you**, but only to the extent that liability arises solely out of the work performed for the principal by **you** or on **your** behalf and provided that:

- the principal shall as though they were **you** observe, fulfil and be subject to the terms and conditions of this **Policy** in so far as they can apply; and
- **our** liability under this clause shall in no way operate to increase the **limit of indemnity**;
- the principal is not covered under any other insurance or in any other way.

Employers' liability limitations and exclusions

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

Asbestos

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

Contractors/Sub Contractors exclusion

This **Policy** does not cover liability in respect of bodily injury or property damage arising directly or indirectly from or caused by, contributed to by or arising from any action, omission or otherwise of:

1. Any contractor or subcontractor of **yours** of any tier whatsoever
2. Any director, executive officer, employee or partner of any contractor or subcontractor (or any of their contractors or subcontractors) of **yours** or any tier thereof.

It is noted that this exclusion shall not apply to **you** for **your** own liabilities arising out of any action, omission or otherwise of any contractor, subcontractor or other entity named in 1 or 2 above.

Communicable Disease Exclusion

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

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

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

Cyber and Data Exclusion

We will not pay for any:

(a) Cyber

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

- the use of or inability to use any application, software, or program.
- any computer virus.

any computer related hoax relating to i and/or ii above.

(b) Electronic Data

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

Deliberate actions by employees

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

Employment practices dispute

liability which arises out of:

- a dispute between an employer / prospective employer and **employee** prospective **employee** referred or capable of being referred to the Workplace Relations Commission or any appeal courts;
- a settlement or adjudication of or under the auspices of the Workplace Relations Commission or any appeal courts;

and which is or is capable of being **Insured** under a generally available Employment Practices Liability Insurance **Policy**;

Excess

the excess stated in the **Schedule**;

Fines and penalties

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

Limit of indemnity

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

North American jurisdiction

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

Nuclear hazards

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

Vehicles

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

Pyrites

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

Terrorism

any act of **terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss. This exclusion also applies to any action taken in controlling, preventing, suppressing or in any way relating to any act of **Terrorism**. In the event that any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

War

any act of **war** regardless of any other cause or event contributing concurrently or in any other sequence to the loss. This exclusion also applies to any action taken in controlling, preventing, suppressing or in any way relating to any act of **war**. In the event that any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

Workman's compensation or social security payment

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

In connection with the Business of Property Owner

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

Insured section 3 - Property owners liability

Property owners liability cover

We will cover **you** by the terms of this **Insured** section against legal liability to pay damages, including claimant costs recoverable from **you**, as a result of:

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

Additional Property owners liability costs and expenses

In addition, following any event which is or may be the subject of insurance under this **Insured** section **we** agree to cover **you** for costs and expenses, but the costs and expenses form part of the limit of indemnity and do not increase the limit of indemnity.

Property owners liability extensions

Cross liabilities

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

At **your** request, **we** will separately cover each **other Insured party** provided that:

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

Principals

We will cover any of **your** principals, where requested by **you**, but only to the extent that liability arises solely out of the work performed for the principal by **you** or on **your** behalf and provided that:

- a) the principal shall as though they were **you** observe, fulfil and be subject to the terms and conditions of this **Policy** in so far as they can apply; and
- b) **our** liability under this clause shall in no way operate to increase the **limit of indemnity**; and
- c) the principal is not covered under any other insurance or in any other way.

Property owners liability limitations and exclusions

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

Advertising injury

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

Advice, design or plans provided for a fee

any loss arising out of or from advice, design, plans, specifications, formulae, surveys, or directions prepared or given by **you** or **other Insured party** for a fee;

Asbestos

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

Communicable Disease

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

Costs and expenses arising from a deliberate act

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

Costs of recall or guarantee

expenditure, whether incurred by **you** or others, for the withdrawal, recall, disposal, removal, repair, adjustment, alteration, reconditioning, replacement, reinstatement of any **product** or part thereof and/or from financial loss consequent upon the necessity for such withdrawal, recall, disposal, removal, repair, adjustment, alteration, reconditioning, replacement or reinstatement;

Cyber and Data Exclusion

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

The following exclusions apply to the whole of the contract.

We will not pay for any:

(a) Cyber

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

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

(b) Electronic Data

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

Damages arising from a deliberate act

bodily injury, damage or denial of access, and any associated costs and expenses, either expected or intended by the **Insured** or **other Insured party** but this exclusion does not apply to **bodily injury** resulting from the use of reasonable force to protect persons or property Excess the amount of the **excess** as applicable and stated in the **Schedule**;

Financial loss

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

Fines, penalties or multiplication of compensatory damages

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

Intentional disregard of reasonable precautions

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

Legionella

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

Liability from employment

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

Limit of indemnity

liability in excess of the **limit of indemnity** stated in the **Schedule** except for payment of **costs and expenses** as provided for by **Additional Property owners liability costs and expenses** section on page 18.

Liquidated damages

any loss arising out of or from any liquidated damages clauses or penalty clauses or performance warranties in any contract or agreement which **you** or any **other Insured party** has entered into unless it is proven that, and then only to the extent that, liability would have attached in the absence of such clauses or warranties;

Nuclear risks

- 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; or
- c) any sum which the **Insured** becomes legally liable to pay or any loss or expense;

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

Overseas domiciled operations

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

Owned or previously owned Premises

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

Ownership or use of mechanically propelled vehicles

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

Personal injury

loss or liability arising from personal injury

Property in your care, custody and control

damage to property owned, leased, hired or held in trust by **you** or under hire purchase or on loan to **you** or held otherwise in **your** care, custody or control;

Property Development Exclusion

- 1) The **Insurer** shall not provide indemnity under this insurance in respect of any construction, erection, alteration, extension, refurbishment, repair or maintenance of any building or structure or land, on or upon any of the land to which this insurance applies, or the ground works necessary for the development of such land.
- 2) It is a condition under this insurance, that the **Insured** shall ensure that all contractors appointed by the **Insured** have in full force and effect, throughout the duration of their contract with the **Insured**, Public/Products Liability insurance which:
 - (a) includes cover for their liability at law for Bodily Injury to any person and Damage to Property;
 - (b) contains an Indemnity to Principals clause;
 - (c) provides a limit of indemnity not less than that provided by this insurance

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

Terrorism

Any act of **terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss. This exclusion also applies to any action taken in controlling, preventing, suppressing or in any way relating to any act of **Terrorism**. In the event that any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

The product itself

liability for **damage** to **your product** or any part thereof arising from a defect or unsuitability thereof and pure financial loss arising therefrom;

War

any act of war regardless of any other cause or event contributing concurrently or in any other sequence to the loss. This exclusion also applies to any action taken in controlling, preventing, suppressing or in any way relating to any act of war. In the event that any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

Work away

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

General Conditions applicable to the whole of this insurance

You must comply with the obligations set out below. If **you** fail to do so and **we** determine that the loss, damage or injury that has resulted in a claim has been caused or adversely impacted by **your** failure to comply, **we** may refuse to pay **your** claim or reduce any payment **we** make for the claim.

Reasonable care

You must take reasonable steps to prevent accident or injury and protect the property insured under this policy and keep it in good condition and repair.

Inspections

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

All refuse or loose combustible materials, including junk mail, must be removed from in and around the insured **premises**.

Protections

You must ensure that:

- (a) all physical protections notified to **us** at the **premises** provided for the security of the insured property are engaged whenever such premises are left unattended.
- (b) all fire alarm and security systems notified to **us** at the **premises** are activated whenever such **premises** are left unattended. **You** must also advise **us** as soon as possible if for any reason a system is not working properly. **We** may then amend the terms and conditions of **your** insurance. All systems must be regularly tested and serviced under contract by a reputable company at least annually.
- (c) all fire alarm and security systems are installed in accordance with the manufacturer's specification and any other specifications required by **us** and no alteration or variation of such systems or any structural alteration to the **premises** which would affect the systems will be made without **our** prior written consent agreement.
- (d) tell **us** without delay of any disconnection or failure of, or downgrading of police or fire brigade response to the system likely to leave any area unprotected. **We** may then amend the terms and conditions of **your** insurance.
- (e) available keyholders are notified to all appropriate services
- (d) the perimeter fences, walls and gates are maintained in good repair throughout the **period of insurance** unless otherwise agreed by **us**.

Occupancy

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

Demolition

You must as soon as reasonably practicable tell **Securus Insurance Ltd** if the insured **building** is to be demolished or if the **building** or **premises** becomes subject to compulsory purchase order. **We** may then amend the terms and conditions of **your** insurance or issue notice of cancellation.

Unoccupied or vacant premises Condition

You must ensure that:

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

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

Applicable law

Subject to the provisions of the Dispute Resolution clause below, this policy is governed by the law of the Republic of Ireland and is subject to the exclusive jurisdiction of the courts of the Republic of Ireland in respect of any dispute arising under or in connection with the policy, including any dispute as to the formation or validity of the policy.

Assignment

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

Contract rights of third parties

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

Dispute resolution

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

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

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

Inspection and audit

We or **our** representative, are permitted but not obligated to inspect the insured **premises** at any time by giving **you** reasonable notice. Neither **our** right to make inspections nor the making of such inspection will constitute an undertaking to determine or warrant that such property is safe.

Insurance Act 1936 and Finance Act, 1990

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

Material alteration

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

Duty of Disclosure

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

Innocent misrepresentation

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

Negligence misrepresentation

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

- (a) If **we** would not have entered into the insurance contract on any terms, **we** may avoid the contract and refuse all claims, but shall return the premiums paid;
- (b) If **we** would have entered into the insurance contract, but on different terms (excluding terms relating to the premium), this contract shall be treated as if it had been entered into on those different terms if **we** so requires.
- (c) If **we** would have entered into the insurance contract (whether the terms relating to matters other than the premium would have been the same or different), but would have charged a higher premium, **we** may reduce proportionately the amount to be paid on a claim.
- (d) Where there is not any outstanding claim under the insurance contract, **we** may either:
 - (i) give notice to **you** that in the event of a claim **we** will exercise the remedies in paragraphs (a) to (c), or
 - (ii) terminate the contract by giving reasonable notice to **you**.

Fraudulent misrepresentation

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

Criminal acts at the Premises

You must notify **us** as soon as possible of any malicious act, theft, attempted theft or other criminal activity at the **Premises**. When **we** are notified of such incidents, **we** will tell **you** if this effects **your Policy**. For example **we** may amend the terms of **your Policy**.

Inspection and audit

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

Minimisation of risk

You will take all practicable steps at **your** own expense to prevent an **Insured** event: arising; or continuing.

We shall be entitled to refuse to pay any claim under this **Policy** in its entirety if **you** do not use the utmost diligence and take all practical and necessary steps to avoid or minimise any claims which arise and may arise from an **Insured** event.

Subscribing insurer

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

Representation

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

Return premiums and additional premiums

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

Sanctions

You agree that any cover, the payment of any claim and any benefit provided under **your Policy** will be suspended, to the extent that providing any cover, the payment of any claim or the provision of any benefit would expose **us** to any sanction, prohibition or restriction under any:

- a. United Nations' resolution(s); or

- b. trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

The suspension will continue until **we** are no longer exposed to any sanction, prohibition or restriction.

Consumer Insurance Contracts Act 2019

Should any provision of this **Policy** be inconsistent with the terms of the Consumer Insurance Contracts Act 2019 in force as at the date of inception or renewal (as relevant) of this **Policy**, the terms of the Act will prevail and any provision will be read in a manner consistent with the requirements of the Act.

Claims Conditions applicable to the whole of this insurance

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

1. **You** must notify **our** claims team:

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

Email: info@securus.ie

Phone: +353 1 8464512

Notification of a Claim under Section 1 – Property Damage

1. **You** must notify **Securus Insurance Ltd** as soon as possible of all incidents that may give rise to a claim. This must be no later than 30 days from the date of the incident. If **you** think a crime has been committed tell the police as soon as possible and ensure, wherever possible, that **you** obtain an incident or crime number from them.

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

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

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

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

2. **You** must provide **us** with written details of what happened within 30 days of incident and provide any other information **we** may require.

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

If **you** fail to comply with any of the obligations in 1 to 7 above, **we** may reduce any payment **we** make under this insurance by an amount which is equal to the detriment **we** have suffered as a result of **your** failure to comply with these obligations

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

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

Defence of claims

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

Other insurance

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

Your duties

You must:

- 1) not admit responsibility, liability, make an offer or promise, nor offer payment or indemnity without **our** written consent;
- 2) not incur any expense without **our** consent except at **your** own cost;
- 3) always act honestly and with reasonable care;
- 4) give all such information, assistance and forward all documents to enable **us** to investigate, settle or resist any claim as the insurer may require;
- 5) provide such proofs and information with respect to the claim as may reasonably be required together with (if requested) a statutory declaration of the truth of the claim and any matters connected therewith;
- 6) not destroy evidence or supporting information or documentation without **our** prior consent; nor destroy any property relating to an incident that may give rise to a claim under this policy;

If **you** fail to comply with the obligations in 1 to 6 above may reduce any payment **we** make under this insurance by an amount which is equal to the detriment **we** have suffered as a result of **your** failure to comply with these obligations.

Claims Conditions that apply to Section 1 - Property Damage

Settling claims - How we deal with your claim

- a) In the event of damage to any property insured under this section the basis of settlement shall be as follows:

Where the property insured is covered on a 'reinstatement' basis:

- (i) where the insured property is destroyed, the rebuilding of the property if a **building**, or, in the case of **contents**, its replacement by similar property, in either case in a condition equal to but not better or more extensive than its condition when new;
- (ii) where the insured property is **damaged**, the repair of the damage and the restoration of the damaged portion of the property to a condition substantially the same as but not better or more extensive than its condition when new.

- b) Where the insured property is covered on a debris removal only basis, **our** maximum liability shall not exceed the costs of removing debris, in accordance with the Debris removal clause, which are incurred by **you** solely as a result of damage.

Basis of settlement conditions

- a) If **we** elect or become bound to reinstate or replace any insured property, **you** will, at **your** own expense, produce and give to **us** all such plans, documents, books and information as **we** may require.
- b) **We** will not be bound to reinstate exactly or completely but only as circumstances permit, and in a reasonably sufficient manner, and will not in any case be bound to pay in respect of any item of the insured property more than the sum insured or sub-limit thereon.
- c) The work of reinstatement must be commenced and carried out with reasonable despatch, otherwise no payment will be made beyond the amount which would have been payable under this insured section if this condition had not been incorporated.
- d) **We** will have no liability to pay any amount beyond the amount that would have been payable, under this insured section, if this condition had not been incorporated. Until such time as the cost of reinstatement has actually been incurred.

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

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

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

Your sum insured

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

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

The sums insured in this section will be index linked at each renewal of **your** policy in line with The House Rebuilding Cost Index issued by the Society of Chartered Surveyors Ireland. At renewal, the premium

will be charged on the adjusted sum insured. For **your** protection should the index fall below zero **we** will not reduce the sum insured.

Limit of insurance

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

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

You must notify **us** as soon as possible of all incidents that may give rise to a claim. This must be no later than 30 days from the date of the incident.

You must provide **us** with written details of what happened within 30 days of incident and provide any other information **we** may require.

You must forward to **us**, by registered post and within 3 working days, any letter, writ, summons or other legal document served on **you** in connection with a claim or possible claim. **You** must not answer any correspondence, admit, deny or negotiate any claim without prior written consent. **You** must not admit liability or offer or agree to settle any claim without **our** written permission.

We or **our** representatives will be entitled to enter **your property** or any **building** where any loss or damage has occurred and deal with the claim, **we** will also be entitled to defend or settle any legal action and take proceedings to recover compensation from any third party in respect of anything that is covered by this **Policy**, **we** may do this in **your** name and for **our** benefit but at **our** expense.

You must not dispose of any damaged items before **we** have had the opportunity to inspect them unless **you** have been advised by **us** to dispose of them.

It is **your** responsibility to prove any loss and **you** must provide **us** with evidence of the value or age (or both) for all items involved in a claim. To help prove **your** claim **we** will require **you** to provide original purchase receipts, invoices, bank or credit card statements, instruction booklets, photographs, utility bills, pre-purchase surveys or plans and deeds of **your property**.

You must take care to limit any loss, damage or injury.

Notice to **us** must be given to the claims notification addresses specified below:

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

Phone: +353 1 8464512

Email: info@securus.ie

If **You** do not comply with these conditions, **We** may have the right to refuse to pay **Your** claim.

Claim notification – Insured sections - Employers liability and Property owners liability

You will give notice in writing to **us** as soon as practicably possible:

- on or not later than forty eight (48) hours from, receipt of notice of any impending inquest, fatal accident inquiry, prosecution or other legal proceedings that includes alleged **bodily injury**;
- but in any event within seventy two (72) hours from coming in possession of actual knowledge that notice of an Industrial Tribunal hearing includes alleged **bodily injury** or

personal injury;

- on, or not later than seventy two (72) hours from, **your** actual knowledge of any death or **bodily injury** to any **employee** involving a stay in hospital in excess of three (3) days;
- but in any event within thirty days (30) days after any other **accident**, event or the coming in possession of actual knowledge of **bodily injury**, **personal injury** or **damage**, with full particulars thereof;

which may be the subject of cover under this **Policy**.

Notice to **us** must be given to the claims notification addresses specified below:

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

Phone: +353 1 8464512

Email: info@securus.ie

Your duties:

For each and every claim **you** and any person acting on **your** behalf must:

- not admit responsibility, liability, make an offer or promise, nor offer payment or indemnity without **our** written consent;
- not incur any expense without **our** consent **except** at **your** own cost;
- always act honestly, there being no rights to any form of payment or cover under the **Policy** in the event that any claim is made fraudulently;
- give all such information, assistance and forward all documents to enable **us** to investigate, settle or resist any claim as **we** may require;
- provide such proofs and information with respect to the claim as may reasonably be required together with (if demanded) a statutory declaration of the truth of the claim and any matters connected therewith;
- not destroy evidence or supporting information or documentation without **our** prior consent; nor destroy any plant or other property relating to an occurrence, loss or **suit** that may give rise to a claim under this **Policy**;

Claim Procedure

Unless stated otherwise all claims will be handled and overseen by **us**. For each and every claim **you** and any person acting on **your** behalf must:

For **Insured section - Property damage**, within thirty (30) days after **damage** or such further time as **we** may in writing allow, at **your** own expense, deliver to **us** a claim in writing, containing as particular an account as may be reasonably practical of the several articles or portions of property damaged and the amount of the **damage** thereto respectively, having regard to their value at the time of the **damage** together with any details of any other insurance on any **building** provide, such proofs and information with respect to the claim as

may reasonably be required together with (if demanded) a statutory declaration of the truth of the claim and any matters connected therewith;

For Insured sections - Employers liability and Property owners liability,

immediately send **us** copies of any request, demand, order, notice, summons, legal paper and all documents relating thereto in connection with an **Insured** event as soon as received by **you**. In addition **you** must co-operate with **us** or **our** appointed agents to allow them to comply with such relevant practice directions and pre-action protocols as may be issued and approved from time to time by the head of civil justice;

authorise **us** to obtain medical records or other pertinent information upon request but only where legally permitted to do so in the event of an **Insured** event involving **bodily injury**;

Our rights

We will be under no obligation to investigate any potential claims or to undertake the conduct of any proceedings in connection with such claims and will be at liberty in all cases to leave the conduct of such proceedings wholly to **you** upon such conditions as regards the payment of costs and with such liberty to bind **us** by compromise as **we** may in **our** absolute discretion determine.

We may at any time pay the **limit of indemnity** or **sum Insured** (after deduction of any sums already paid) or such lesser sum for which the claim can be settled and will relinquish the conduct and control of the claim and be under no further liability except (where payable under the relevant **Insured section**) for payment of **costs and expenses** incurred prior to the date of payment.

Subrogation

- Except as expressly provided by any 'Waiver of subrogation' clause, for each and every claim, **you** and any person acting on **your** behalf must not waive any rights of recourse or recovery against any other person relating to an occurrence, loss or suit that may give rise to a claim under this insurance.
- **You** or any other party **Insured** by this **Policy** will, at **our** request and expense, do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by **us** for the purpose of enforcing any rights and remedies, whether such acts and things will be or become necessary or required before or after their insurance by **us**.
- In the event of any payment under this **Policy**, **we** will act in concert with all other interested persons (including **you**) concerned in the exercise of any rights of recovery.
- The apportioning of any amounts which may be so recovered will follow the principle that any interested persons (including **you**) who will have paid an amount over and above any payment hereunder will first be reimbursed up to the amount paid by them; **we** are then to be reimbursed out of any balance then remaining up to the amount paid hereunder; lastly, the interested persons (including **you**) to whom this coverage is in excess shall be entitled to claim the residue, if any.
- Expenses necessary to the recovery of any such amounts will be apportioned between the interested parties concerned in the ratio of their respective recoveries as finally settled.

General Exclusions applicable to the whole of this insurance

We will not cover:

a) Radioactive Contamination and Nuclear Assemblies Exclusion

We will not pay for:

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

b) War and Terrorism Exclusion

This insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

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

or

- (2) any act of **terrorism**.

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

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

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

c) Existing and Deliberate Damage Exclusion

We will not pay for loss or damage:

- occurring before cover starts or arising from an event before cover starts
- caused deliberately by **you** or **your** representatives

d) Contamination and Pollution Exclusion

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

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

e) Micro-organism Exclusion

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

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

This general exclusion applies regardless whether there is:

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

f) Diminution in Value Exclusion

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

g) Contractors Exclusion

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

h) Cyber and Datra Exclusion

We will not pay for any:

a. Cyber

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

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

b. Electronic Data

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

(This part (b) of this exclusion shall not apply if losses arise from non-malicious cyber-related risk)

i) Faulty Workmanship Exclusion

We will not pay for:

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

j) Wear and Tear Exclusion

We will not pay for:

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

k) Domestic Pets, Insects or Vermin Exclusion

We will not pay for:

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

l) Indirect Loss or Damage

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

m) Infectious Or Contagious Disease Exclusion

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

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

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

n) Asbestos exclusion

This policy excludes Asbestos, including but is not limited to:

- (i) the mineral in a raw unprocessed state
- (ii) mineral particles, fibers, or dust
- (iii) other materials and products that incorporate greater or lesser quantities of the mineral and/or raw asbestos,
- (iv) asbestos contained in any products, goods, materials, **buildings**, structures, or other real or personal property
- (v) or in any form and any such claims arising directly or indirectly out of or caused by damage to Asbestos, described in (i) to (v).

Furthermore all subsequent damage, clean-up costs, removal of debris, disposal and decontamination costs caused by or arising directly or indirectly out of or caused by damage to Asbestos are also excluded under this Policy of Insurance.

o) Property Development Exclusion

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

COMPLAINTS

What the insured should do

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

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

www.securus.ie

Phone +353 1 8464512

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

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

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

Tel: +32 (0)2 227 39 40

E-mail: <mailto:lloydsbrussels.complaints@lloyds.com>

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

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

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

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

Tel: +353 1 6 567 7000

E-mail: info@fspo.ie

Website: www.fspo.ie

DATA PROTECTION SHORT FORM PRIVACY NOTICE

Your privacy notice

Who we are

We are Lloyd's Insurance Company S.A. (hereafter referred to as "Lloyd's Europe") an insurance company authorised and regulated by the National Bank of Belgium (NBB) and regulated by the Financial Services and Markets Authority (FSMA). Its registered office is at Place du Champ de Mars 5, Bastion Tower, 14th floor, 1050 Ixelles, Belgium. Its company/VAT number is BE 0682.594.839, RPR/RPM Brussels. LIC is a wholly owned subsidiary of the Society of Lloyd's, 1 Lime Street, London, EC3M 3HA, United Kingdom (Society of Lloyd's).

What personal information we process about you

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

This information includes details such as your name, address and contact details and any other information that we collect about you in connection with the insurance cover, or the cover from which you benefit. This information may include special categories of personal data details such as information about your health and any criminal convictions you may have.

Why we collect your personal information and the lawful basis for processing

We collect and use your personal data to provide you with the insurance cover. The legal basis is the contract performance with you as the data subject and the compliance with legal obligations, amongst other insurance and tax law obligations.

For processing sensitive health personal data, the general legal basis is the consent, unless there is a local statutory right to do so as a legal basis.

For processing child personal data, the legal basis is the consent given or authorised by the holder of parental responsibility over the child.

Finally, we can also process your personal data for fraud prevention and detection with legitimate interest as the legal basis.

Who we are sharing your personal data with

The way insurance works means that your information may be shared and used by several third parties in the insurance sector (inside and outside the European Economic Area-EEA). For example, insurers, insurance agents or insurance brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases.

We will only disclose your personal information in connection with the insurance cover that is provided, and to the extent that it is needed or allowed by law.

From time to time we may need to share your personal information with third parties outside EEA and we will always take steps to ensure that any international transfer of information is carefully managed to protect your rights and interests:

We will only transfer your personal information to countries which are recognised as providing

an adequate level of legal protection or where we can be satisfied those alternative arrangements are in place to protect your privacy rights.

Transfers to service providers and other third parties will always be protected by contractual commitments and where appropriate further assurances.

Any requests for information we receive from law enforcement or regulators will be carefully checked before personal information is disclosed.

How long we keep your data

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

We will securely delete or erase your personal information if there is no valid business reason for retaining your data. In exceptional circumstances, we may retain your personal information for longer periods of time if we believe there is a prospect of litigation, in the event of any complaints or there is another valid business reason the data will be needed in the future.

Other people's details you provide to us

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

Complaints, contacting us and the regulator, and your rights

If you wish to know how we use your information or see a copy of our full Privacy policy, please contact us LloydsEurope.DataProtection@lloyds.com or go to the Privacy policy at website <https://www.lloydseurope.com> where we have full details.

You have the following rights in relation to the information we hold about you:

Right to access, right to rectification, right to erasure, right to restriction of processing, right to data portability, right to object, right to withdraw consent.

If you wish to exercise your rights, you need to contact the insurance agent or insurance broker that arranged your insurance.

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

Consent

For processing health or genetic personal data, and for processing child personal data below the age of 16, in connection with the insurance cover, the insurance agent or insurance broker that arranged the contract will ask you to obtain your consent through the data protection consent form, except in countries where, for the processing of sensitive health personal data, in the context of an insurance policy, there is a local statutory right to do so.

The processing of child personal data will be lawful if the consent is given or authorised by the holder of parental responsibility over the child.

Member States may provide by law for a lower age for those purposes provided that such lower age is not below 13 years.

You are free to give us your consent, however, if you do not give your consent, or you withdraw your consent, this may affect our ability to provide the insurance cover from which you benefit and may prevent us from providing cover for you or handling your claims.

Contact details of the Data Protection Officer

If you have any questions relating to data protection that you believe we will be able to answer, please contact our Data Protection Officer:

Data Protection Officer
Lloyds Insurance Company S.A.
Bastion Tower
Place du Champ de Mars 5
1050 Bruxelles
Belgium

Email: LloydsEurope.DataProtection@lloyds.com

LBS0046D

17/03/2023

Coverholder:

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

Tel: +353 18464512

Email: info@securus.ie

Registration Number of Coverholder: 113977OUK

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

LLOYD'S