

Administered by



# COMMERCIAL COMBINED

Ireland

on behalf of Accelerant Insurance Europe SA

[isureunderwriting.ie](https://isureunderwriting.ie)

## COMMERCIAL COMBINED POLICY WORDING

Thank you for choosing iSure Underwriting for **Your** Commercial Combined **Policy**. iSure offers a range of specialist insurance products to meet the needs of businesses and are passionate about providing exceptional service to **You** when **You** need it. iSure's specialist expertise and passion is supported by **Our** partnership with leading insurers and this **Policy** is a contract between **You** and the insurers (**Us**) as declared in the **Schedule**.

Rokstone Insurance Europe Ltd trading as iSure Underwriting is regulated by the Central Bank of Ireland. Registered number C185761.

**You** can check this information on the Central Bank of Ireland's website by visiting [www.registers.centralbank.ie](http://www.registers.centralbank.ie) or by contacting +353 1 2244000.

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## IMPORTANT INFORMATION

### HOW TO MAKE A CLAIM

If **You** need to make a claim on **Your Policy** please check the coverage and then contact **Your** insurance broker.

If for any reason **You** cannot contact **Your** insurance broker please contact **Us** at:

**Claim Notification Company:**

Leeson Claims Services Ltd

**Telephone:** 01 5392890

**Email:** claims.accelerant@isureunderwriting.ie

**Address:** 68 Merrion Square South Dublin 2

**Our claims helpline is available 24 hours a day, 7 days a week.**

Please note when making a claim, **You** must follow the Claims Condition under **Your Policy** as defined under General Condition 3. Claims.

In respect of legal expenses cover **You** should - as soon as **You** are aware of an incident - call the 24 hour Legal Advice helpline below to get legal advice without delay (quoting **Your** policy number).

**Claim Notification Company:**

MIS Underwriting Limited

**Email:** underwriting@misgroup.com

**Advice Line Telephone:** 0818 868 000

**Address:** 14a Jocelyn Street, Dundalk Co. Louth A91 XNY2

### HOW TO MAKE A COMPLAINT

If **You** need to make a complaint please refer to the Complaints Procedure section at the end of **Your** policy wording.

## KEY POLICY INFORMATION

This Commercial Combined Insurance **Policy** is between **You** and **Us** as declared in the **Schedule**. **Your** policy is administered by iSure Underwriting and underwritten by:

Accelerant Insurance Europe SA, Bastion Tower, Level 20, Place du Champ de Mars 5, 1050 Brussels.

Accelerant Insurance Europe SA is a company registered in Belgium (Company number 0758.632.842) with registered office at

Bastion Tower, Level 20,  
Place du Champ de Mars 5, 1050 Brussels.

Accelerant Insurance Europe SA is an insurance company authorised by the National Bank of Belgium and regulated by the Financial Services and Markets Authority (FSMA) (Ref. 3193).

This document, the **Schedule** and any attached **Endorsements** is the **Policy** which sets out this insurance. It should be read as one document. It is a legal contract, so please read all of it carefully and make sure it meets **Your** needs and that **You** understand it.

If **You** have any questions about these documents, please contact **Your** insurance broker who will be pleased to help **You**. Words in bold type face used in this document, other than in the headings, have specific meanings attached to them as set out in the Definitions Section.

### POLICY PERIOD AND PREMIUM

**We** will, in consideration of the payment of the premium and for the **Period of Insurance**, provide insurance in accordance with the sections of the **Policy** that are shown as insured in the **Schedule**, subject to the conditions, exceptions and endorsements of the **Policy**. This insurance is renewable provided **We** agree to accept **Your** premium for any subsequent **Period of Insurance**.

**We** will cover **You** under those Sections shown in the **Schedule** where an amount (or "As shown in the **Policy** wording") is inserted during any **Period of Insurance** for which **We** have accepted **Your** premium provided all the terms and conditions of the **Policy** are met.

If **You** are not satisfied with the cover provided by this **Policy**, please return the documents to **Your** Insurance Broker within 14 days of receiving them. As long as **We** have not paid a claim, **We** will return any premium **You** have paid, as detailed further in the General Conditions of this **Policy**.

**SEVERAL LIABILITY NOTICE**

The liability of an insurer / underwriter under this **Policy** is several and not joint with other insurers party to this **Policy**. An insurer is liable only for the proportion of liability it has underwritten. An insurer is not jointly liable for the proportion of liability underwritten by any other insurer. Nor is an insurer otherwise responsible for any liability of any other insurer that may underwrite this **Policy**.

**LANGUAGE AND LAW APPLICABLE TO THE CONTRACT**

The parties are free to choose the law applicable to this policy. Unless specifically agreed to the contrary this **Policy** will be governed by Irish law and subject to the exclusive jurisdiction of the courts of the Republic of Ireland.

The language of this **Policy** and all communications relating to it will be in English.

**ACCESSIBILITY**

Upon request **We** can provide Braille, audio or large print versions of the **Policy** and the associated documentation including the Insurance Product Information Document. If **You** require an alternative format **You** should contact **Your** broker through whom this **Policy** was arranged.

**PROTECTION AGAINST INFLATION**

**We** continuously monitor a number of Commercial Rebuilding and Consumer Price Indices and have adjusted your **Buildings** sum insured using the index that **We** feel best protects **You** against the effects of inflation and the risk of under insurance in the coming year. However, this universal approach does not take account of the significant differences in profile of our individual customer's buildings and contents exposures and we strongly recommend that **You** calculate **Your** rebuilding costs using the Society of Chartered Surveyors guidelines and carry out an inventory calculating the replacement costs of **Your** contents. **We** will be happy to adjust **Your** sum insured accordingly. Helpful guidelines can be found on the Society of Chartered Surveyors website at [www.scsi.ie](http://www.scsi.ie)

## DEFINITIONS

These definitions apply throughout **Your** policy and wherever they appear **bold** they will always have the following meanings.

### Asbestos

**Asbestos** in any form, including but not limited to:

- a) **Asbestos**
- b) Crocidolite, amosite chrysotile, fibrous actinolite, fibrous anthophyllite, or fibrous tremolite or any mixture containing any of those minerals.
- c) **Asbestos** Containing Materials
- d) Any material containing **Asbestos** or **Asbestos** Dust.
- e) **Asbestos** Dust
- f) Fibres or particles of **Asbestos**

### Bodily Injury

- g) Death
- h) Physical injury
- i) Illness
- j) Disease
- k) Mental Injury and mental anguish provided that the condition complained of is accompanied by and arises directly from actual physical bodily injury

### Buildings

The buildings at **Your Premises**, including

- a) landlords fixtures and fittings in or on **Your Premises**
- b) outbuildings, extensions, annexes, garages
- c) boundary walls, gates and fences
- d) roads, pavements, yards, car parks, car ports, patios and terraces
- e) underground pipes and cables belonging to **You** or for which **You** are responsible
- f) tenants' improvements for which **You** are responsible as owner of the **Building** and situate at the **Premises**
- g) the Shop Front unless insured under a separate item

### Business

The activities directly and solely connected with the **Business** as described in the **Schedule** and **Proposal**.

### Claimant's Costs

**Costs and Expenses** incurred by a claimant or in relation to a claim against **You**.

### Costs and Expenses

- a) Claimant's costs
- b) Defence costs
- c) Prosecution costs

### Damage

Physical loss or destruction of or **Damage** to tangible **Property**

### Declared Value

**Your** assessment of the cost of reinstating the **Property Insured** at the start of the **Period Of Insurance**. The **Declared Value** should include an allowance for:

- a) the additional cost of reinstatement to comply with public authority requirements
- b) professional fees; and
- c) debris removal costs

### Defence Cost

**Costs and Expenses** incurred with **Our** written consent in respect of any claim which may be the subject of indemnity under this **Policy**.

### Employee

Any of the following people working for **You** in connection with **Your Business**

- a) anyone who has entered into or works under a contract of service or apprenticeship with **You**
- b) any labour only subcontractor or anyone employed by them
- c) any self-employed person
- d) a voluntary helper
- e) anyone who is engaged under a work experience scheme or similar scheme
- f) anyone who is hired or borrowed by **You**
- g) Homeworkers / Outworkers

### Excess

The first amount of any claim for which **You** are responsible as specified in the **Schedule** or policy wording.

### Government Action

Martial law, confiscation, nationalisation, requisition or destruction of property by or under the order of any government or public or local authority or any action taken in controlling preventing suppressing or in any way relating to **War**.

### Homeworkers / Outworkers

Anyone who works for **You** in connection with **Your Business** from their home or away from **Your Premises**

### Offshore

From the time of

- a) embarkation by an **Employee** onto a conveyance at the point of final departure to an offshore rig or offshore platform or
- b) embarkation by an **Employee** onto a conveyance for the purpose of transferring from an offshore rig or offshore platform onto another offshore rig or offshore platform until disembarkation by an **Employee** from a conveyance onto land upon return from an offshore rig or offshore platform

until disembarkation by an **Employee** from a conveyance onto land upon return from an offshore rig or offshore platform.

### Our/Us/We

#### Your Insurer:

For section 1-9 Accelerant Insurance Europe SA.

For section 10 AmTrust International Underwriters DAC

### Period of Insurance

The length of time covered by this insurance (as shown in the **Schedule**) and any extra period for which **We** accept **Your** premium.

### PFAS

Perfluorinated Compounds, Perfluoroalkyl and Polyfluoroalkyl Substances in any form, including but not limited to:

- a) any organic molecule, salt, free radical or ion, the composition of which includes at least one
  - i) perfluorinated methyl group (-CF<sub>3</sub>); or
  - ii) perfluorinated methylene group (-CF<sub>2</sub>-); or
- b) any breakdown of any organic molecule, salt, free radical or ion, the composition thereof; or
- c) any good, product or material that has the same or similar chemical formula or structure as such Perfluorinated Compounds, Perfluoroalkyl and Polyfluoroalkyl Substances; or
- d) its presence or use in any alloy, by-product, compound or other material or waste that includes or is derived from such compounds or substances.

### Policy

The **Policy** and **Schedule** and any endorsements attached or issued.

### Premises

The **Premises** owned or occupied by **You** as stated on the **Schedule**, for the purposes of the **Business**.

### Products Supplied

Any goods or other property (including their containers, packaging, labelling and instructions for use) sold, supplied, delivered, installed, erected, repaired, altered, treated or tested by **You** in connection with the **Business**.

### Property Insured

Means **Buildings, Trade Contents**, Stock and any other property as defined under this Section in the **Schedule**.

### Proposal

The signed **Proposal** or Statement of Fact and declaration and any additional information supplied to **Us** by **You** or on **Your** behalf.

### Schedule

The latest **Schedule** issued by **Us**.

### Territorial Limits

- a) Republic of Ireland, Great Britain, Northern Ireland, Channel Islands and the Isle of Man
- b) in respect of **Products Supplied** anywhere in the world except for the United States of America or Canada or their dependencies or trust territories unless specifically agreed by the **Insurer** provided that the **Products Supplied** are from or worked upon in the territories specified in a) above
- c) elsewhere in the world where any person normally resident in the territories described in a) above is temporarily engaged in non-manual work in connection with **Your Business**

### Terrorism

An act, including but not limited to the use of force or violence 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 or to put the public, or any section of the public, in fear.

### Unoccupied

Untenanted, empty or disused for more than thirty (30) consecutive days.

### War

**War**, invasion, acts of foreign enemies, hostilities or warlike operations (whether **War** be declared or not) civil war, mutiny, civil commotion, assuming the proportions of or amounting to popular rising, military rising, insurrection, rebellion, revolution or military or usurped power.

### You/Your

The person, people or the company shown as the insured in the **Schedule**.

## GENERAL CONDITIONS

### 1) DUTY OF DISCLOSURE

In deciding to accept this **Policy** and in setting the terms including premium **We** have relied on the information which **You** have provided to **Us**. **You** must take care when answering any questions **We** ask by ensuring that **You** answer honestly and with reasonable care.

If **We** establish that **You** deliberately or recklessly provided **Us** with untrue or misleading information **We** will have the right to:

- a) treat this **Policy** as if it never existed;
- b) decline all claims; and
- c) retain the premium

If **We** establish that **You** carelessly provided **Us** with untrue or misleading information **We** will have the right to:

- i) treat this **Policy** as if it never existed, refuse to pay any claim and return the premium **You** have paid, if **We** would not have provided **You** with cover;
- ii) treat this **Policy** as if it had been entered into on different terms from those agreed, if **We** would have provided **You** with cover on different terms;
- iii) reduce the amount **We** pay on any claim in the proportion that the premium **You** have paid bears to the premium **We** would have charged **You**, if **We** would have charged **You** more

**We** will notify **You** in writing if (i), (ii) and/or (iii) apply.

If there is no outstanding claim and (ii) and/or (iii) apply, **We** will have the right to:

- 1) give **You** notice that **We** are terminating this **Policy**; or
- 2) give **You** notice that **We** will treat this policy and any future claim in accordance with (ii) and/or (iii), in which case **You** may then give **Us** notice that **You** are terminating this **Policy**;

in accordance with the Cancellation and Cooling-Off Period Provisions.

### 2) ALTERATION IN RISK

**You** must tell **Us** as soon as practicably possible of any change in the information **You** have provided to **Us** which happens before or during any **Period of Insurance**.

**You** must tell **Us** at least fourteen (14) days before:

- a) **You** start any conversions, extensions or other structural work to the **Buildings**.
- b) any alteration, change in the **Business**, increase in turnover or wage roll or change in the occupation or use of the **Premises** whereby the risk of **Damage**, accident or liability is increased

- c) the **Business** is wound up or carried on by a liquidator or receiver or permanently discontinued or

- d) **Your** interest in the **Business** or the **Premises** ceases except by will or operation of law

When **We** are notified of a change or planned structural works **We** will tell **You** if this affects **Your Policy**. For example **We** may cancel **Your Policy** in accordance with the Cancellation and Cooling-Off Provisions, amend the terms of **Your Policy** or require **You** to pay more for **Your** insurance. If **You** do not inform us about a change or planned structural works it may affect any claim **You** make or could result in **Your** insurance being invalid.

### 3) CLAIMS

It is a condition under this **Policy**, that on the happening of any event which may give rise to a claim or loss under this **Policy**, **You** must

- a) notify **Us** as soon as practicably possible of the event
- b) Cooperate with **Us** in the investigation of insured events, including by responding to reasonable requests for information in an honest and careful manner.
- c) take, or allow others to take, practical steps to prevent further loss or **Damage**, recover **Property Insured** lost and otherwise minimise the claim
- d) advise the relevant policing authority of any **Damage** or loss of **Property Insured** caused by theft, attempted theft, or malicious persons as soon as possible
- e) at **Your** expense provide to **Us**
  - i) full written details of any injury, loss or **Damage** within 14 days of the date on which the injury, loss, or damage occurs (or 7 days in respect of injury loss or **Damage** caused by theft or attempted theft, riot, civil commotion or malicious persons)
  - ii) such detailed particulars, receipts, documents and evidence as **We** may require within 30 days of the date of **Our** request
  - iii) details of any other relevant insurances
- f) allow **Us** or anyone authorised by **Us** access to the **Premises**
- g) allow **Us** to take possession of, or request delivery to **Us** of any **Property Insured**
- h) not abandon any **Property Insured Us** without **Our** prior written consent

In the event of breach of these terms, it may impact **Your** ability to make a claim and the amount that **We** will pay **You**.



It is a condition under this **Policy** in respect of claims against **You** that **You** must

- a) forward to **Us** on receipt any letter, proceedings, writ, court documents, claim form, or summons as soon as possible
- b) allow **Us** complete control of any proceedings or settlement
- c) not accept, negotiate, pay, settle, admit or repudiate any claim without **Our** written consent
- d) notify **Us**, as soon as possible, when **You** have knowledge of any impending prosecution, inquest, fatal accident, or government enquiry
- e) if demanded, provide a statutory declaration of the truth of the claim and any matters connected with it

In the event of breach of this term, it may impact **Your** ability to make a claim and the amount that **We** will pay **You**.

#### 4) NON INVALIDATION

Any act, omission or alteration, unknown to **You** or beyond **Your** control, which increases the risk of **Damage**, will not invalidate this insurance if, as soon as **You** become aware, **You** give notice to **Us** and pay an additional premium if required.

#### 5) RIGHTS OF THIRD PARTIES

Nothing in this policy is intended to confer a directly enforceable benefit on any third party other than **You** unless **You** die, cannot be found, become insolvent, or for any other reason it appears to a court to be just and equitable to so order.

**Your** rights against **Us** in respect of the liability shall, notwithstanding anything in any enactment or rule of law be transferred to and vest in the third party to whom the liability was so incurred. The Third Party will have a right to ask **Us** to provide information concerning;

- a) the existence of a contract of insurance that covers the supposed liability or which might be regarded as covering it,
- b) if there exists such a contract, who the insurer is,
- c) the terms of the contract, and
- d) whether the insurer has informed the person that the insurer intends to refuse liability under the contract in respect of the person's supposed liability

#### 6) FRAUD

If any claim be in any respect fraudulent or if any fraudulent means or devices be used by **You** or anyone acting on **Your** behalf to obtain any benefit under this **Policy**, **We**

- a) will not be liable to pay **Your** claim
- b) may recover from **You** any sums already paid in respect of **Your** claim; and

- c) may, after providing notice to **You**, treat the **Policy** as having terminated with effect from the time of the fraudulent act

If **We** exercise **Our** right under (c) above:

- i) **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 this **Policy** (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and.
- ii) **We** need not return any of the premium paid

#### 7) SUBROGATION

**You** shall at **Our** request and expense take and permit to be taken all necessary steps for enforcing rights against any other party in **Your** name before or after any payment is made by **Us**. **We** shall be entitled to take over and conduct in **Your** name the defence or settlement of any claim or to prosecute in **Your** name at **Our** own expense and for **Our** own benefit any claim for indemnity or damages or otherwise.

#### 8) SUBROGATION WAIVER

In the event of a claim arising under this **Policy**, **We** agree to waive any rights remedies or relief to which it might become entitled by subrogation against:

- a) any Company standing in the relation of Parent to Subsidiary or Subsidiary to Parent to **You** as defined in section 155 of the Companies Act 1963, as appropriate, current at the time of **Damage**
- b) any Company which is a Subsidiary of a Parent Company of which **You** are a Subsidiary, in each case within the meaning of section 155 of the Companies Act 1963, as appropriate, current at the time of the **Damage**
- c) any tenant or lessee in respect of **Damage** to that part of the **Premises** in the demise of that tenant or lessee or to those parts of the **Premises** in which all the tenants have a common interest where the premium has been paid by the tenant or lessee unless such **Damage** arises out of a criminal or malicious act of the tenant or lessee.

We won't exercise this subrogation right in cases where

- 1) **You** might not want **Us** to exercise that right because **You** and the other party are members of the same family or co-habiting (except where the conduct of the other person that gave rise to the loss was serious or wilful misconduct), or
- 2) an employee of **Yours** (except where the conduct of the employee was intentional, reckless and they knew that a loss would probably result).

## 9) PRACTICAL PRECAUTIONS

**You** must

- a) take all practical precautions to prevent occurrences which may give rise to **Damage** or **Bodily Injury**
- b) maintain the **Premises** in a good state of repair
- c) take all practical steps to comply with statutory requirements obligations and regulations imposed by any authority and
- d) take immediate steps to make good or remedy any defect or danger which becomes apparent or take such additional precautions as circumstances may require

## 10) MORTGAGEES AND OTHER INTERESTS

The interest of the Leaseholder(s) Mortgagee(s) and Tenant(s) in the individual portions of the **Property Insured** to which their interest applies is noted such interest to be advised to **Us** in the event of a claim. In addition the interest of **You** or Mortgagee(s) in this insurance shall not be prejudiced by any act or neglect of the occupier(s) or Mortgagor(s) of any **Buildings** hereby insured whereby the risk of **Damage** is increased without the authority or knowledge of **You** or Mortgagee(s) provided that **You** or Mortgagees shall on becoming aware thereof give notice in writing to **Us** as soon as possible and on demand pay such additional premium as **We** may require.

## 11) CANCELLATION AND COOLING-OFF PERIOD

- a) **Your** Right to Cancel during the Cooling-Off Period  
**You** are entitled to cancel this policy by notifying **Us** in writing, by email or by telephone within fourteen (14) days of either:
  - i) the date **You** receive this policy; or
  - ii) the start of **Your Period of Insurance**;
 whichever is the later.

Any return of premium due to **You** will be calculated at a proportional daily rate depending on how long the policy has been in force unless **You** have made a claim in which case the full annual premium is due.

- b) **Your** Right to Cancel after the Cooling-Off Period  
**You** are entitled to cancel this policy after the cooling-off period by notifying **Us** in writing, by email or by telephone. Any return of premium due to **You** will be calculated at a proportional daily rate depending on how long the policy has been in force less the administration fee specified to **You** when **You** incepted the **Policy** unless **You** have made a claim in which case the full annual premium is due.
- c) **Our** Right to Cancel  
**We** are entitled to cancel this **Policy**, if there is a valid reason to do so, including for example:

- i) any failure by **You** to pay the premium; or
- ii) a change in risk which means **We** can no longer provide **You** with insurance cover; or
- iii) non-cooperation or failure to supply any information or documentation **We** request, such as details of a claim;

by giving **You** fourteen (14) days' notice in writing. Any return of premium due to **You** will be calculated at a proportional daily rate depending on how long the **Policy** has been in force, less the administration fee specified to **You** when **You** incepted the **Policy**, unless **You** have made a claim in which case the full annual premium is due

## 12) DISCHARGE OF LIABILITY

**We** may pay the Limit of Indemnity or any lesser amount for which any claim or claims against **You** can be settled and **We** shall be under no further liability in respect of such claim or claims except for costs and expenses incurred prior to the date of such payment.

## 13) UNOCCUPIED BUILDINGS

Whenever the **Buildings** or any part thereof are **Unoccupied** the **Unoccupied Buildings** Condition will apply. **We** must be notified in writing as soon as possible when any **Unoccupied Buildings** or **Unoccupied** portion of the **Buildings** becomes occupied or any occupied **Buildings**, or portions thereof, become **Unoccupied**.

**Unoccupied Buildings** Condition

- 1) It is a condition that in respect of **Unoccupied Buildings** that
  - a) the **Buildings** are inspected internally at least once during each week by **You** or on **Your** behalf
  - b) all trade refuse and waste materials are removed from the interior of the **Unoccupied Buildings** and no accumulation of refuse and waste be allowed in the adjoining yards or spaces owned by **You** or under **Your** control
  - c) **You** must secure the **Building** and put all protective and locking devices and any alarm protection into full and effective operation with letterboxes sealed to prevent the accumulation of mail
  - d) the gas, water and electricity supplies are turned off at the mains, (except electricity needed to maintain any fire or intruder alarm system in operation) and any sprinkler system be drained and during the months of October to March (inclusive) the water system be drained
  - e) **You** shall implement any additional protections **We** may require within the time scale specified by **Us**.

In the event of breach of this term, **We** shall have no liability under this **Policy**, unless **You** show that non-compliance with this term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred

- 2) Specified perils 5,6,7,8,9,10,11,12,13 and 14 specified in Sections 1 and 2 shall not apply to **Unoccupied Buildings**

#### 14) FIRE EXTINGUISHING APPLIANCE CONDITION

It is a condition that any fire extinguishing appliances that are kept at the **Premises** are maintained in efficient working order.

In the event of breach of this term, **We** shall have no liability under this **Policy**, unless **You** show that non-compliance with this term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

#### 15) SURVEY CONDITION

If this **Policy** has been issued subject to **Us** completing a survey of the **Premises** or of any other location(s) as specified by **Us**, then pending completion of such survey(s) cover is provided by **Us** on the terms, conditions, provisions, exceptions and limits as specified in the **Policy** and in the Sections of the **Policy**.

In the event that a survey should show that a risk or any part of it is not satisfactory in **Our** opinion, then **We** reserve the right to either alter the terms and conditions of the **Policy** or to suspend or cancel the **Policy** in accordance with the cancellation provisions. It is a condition of the **Policy** that **You** must comply with all required survey risk improvements within the timescales specified by **Us**.

In the event that a risk improvement is not completed or risk improvement procedures are not introduced within the completion time scales specified by **Us**, then **We** reserve the right to either continue cover subject to alteration of the terms and conditions of the **Policy**, or to suspend or withdraw the **Policy** effective

- a) from the date the **Policy** was inception or renewed or
- b) from the expiry of any time period specified by **Us** for completion/introduction of the required survey risk improvements, or
- c) for any other period specified by **Us**

If the terms or conditions of the **Policy** are amended by **Us**, then **You** will have fourteen (14) days to accept or reject the revised basis of the **Policy**.

#### 16) INTRUDER ALARM

It is a condition that where the **Premises** or part of the **Premises** are protected by an Intruder Alarm Installation

- a) such Intruder Alarm Installation
  - i) must not be altered or amended in any way unless such amendment or alteration has been approved in writing by **Us**

- ii) must be maintained under contract with the installers or as otherwise approved in writing by **Us**
- b) all keys to the Intruder Alarm Installation must be removed from the **Premises** when the **Premises** are unattended
- c) **You** must
  - i) maintain the secrecy of codes for the operation of the Intruder Alarm Installation and no details of such codes shall be left on the **Premises** when the **Premises** are unattended
  - ii) where a remote signalling alarm is required, notify **Us** as soon as possible upon receipt of any communication giving notice that the level of response to the Intruder Alarm Installation has been or will be reduced
  - iii) appoint at least two (2) Keyholders and where a remote signalling alarm is required, lodge written details (which must be kept up to date) with the alarm company and the alarm receiving centre
- d) in the event of notification of
  - i) any alarm fault
  - ii) activation of the Intruder Alarm Installation
  - iii) interruption of the means to transmit or receive signals to or from the Intruder Alarm Installation during any period that the Intruder Alarm Installation is set

a Keyholder must attend the **Premises** as soon as possible
- e) the **Premises** must not be left without at least one Responsible Person in attendance without **Our** agreement
  - i) unless the Intruder Alarm Installation is set in its entirety and with the means to transmit or receive signals (including the signalling path or paths) in full and effective operation
  - ii) where the relevant policing authority have withdrawn their response to
    - 1) an alarm activation (where the Intruder Alarm Installation does not include confirmed alarm activation technology) and
    - 2) a confirmed alarm activation where the Intruder Alarm Installation includes confirmed alarm activation technology

For the purposes of this condition the following definitions apply

'Intruder Alarm Installation' shall include all the component parts detailed in the alarm specification, and include the devices used to transmit or receive signals.

'Keyholder' shall mean **You** or any person or keyholding company authorised by **You** who

- 1) is available at all times to accept notification of faults or alarm signals relating to the Intruder Alarm Installation and attend and allow access to the **Premises**

- 2) has been fully trained in the operation of the Intruder Alarm Installation including but not limited to the setting/unsetting of the installation

'Responsible Person' shall mean a person authorised by **You** to be responsible for the security of the **Premises**.

In the event of breach of these terms, **We** shall have no liability under this **Policy**, unless **You** show that non-compliance with these terms could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

#### 17) THE MINIMUM STANDARD OF SECURITY

The following security devices are to be put into full and effective operation at night and whenever the **Premises** are unattended unless varied in writing by **Us**:

- 1) All external doors at the **Premises** together with internal doors which give access to any part of the **Building** not occupied by **You** shall be fitted and secured with one of the following:
  - a) a mortice deadlock with boxed metal striking plate or a rim lock either of which conforms to BS EN 12209 Specification for Thief Resistant Locks
  - b) a five or more lever close shackle padlock and matching locking bar fitted in accordance with the manufacturer's instructions
  - c) two key operated locking mechanisms or one key operated locking mechanism with:
    - i) 300mm tower bolts fitted top and bottom
    - ii) steel or timber cross bars fitted internally
- 2) All aluminium framed doors to be fitted with an integral cylinder operated swing bolt mortice lock with high security cylinder rose and armoured striking plate
- 3) All UPVC doors to be fitted with an integral cylinder operated swing bolt mortice lock with high security cylinder rose and armoured striking plate of a multi-point locking system with a minimum of three locking points of which at least the central one must contain a horizontal dead lock or hook bolt with a minimum engagement in keep of 10mm. The profile cylinder for use with the lock must have a minimum of 5 pins and anti-drill inserts
- 4) All outward opening external doors and internal doors which give access to any part of the **Building** not occupied by **You** to be fitted and secured with hinge bolts top and bottom
- 5) Steel or aluminium roller shutters to be secured by at least two of the following:
  - a) integral locking mechanism fitted to bottom rail of shutter
  - b) proprietary guide mounted locking system (pinlocks)

- c) a five or more lever close shackle padlock and matching locking bar fitted in accordance with the manufacturer's instructions

- 6) All accessible opening windows fanlights and skylights including those accessible from decks roofs fire escapes or downpipes to be fitted with key operated locks or solid steel or iron bars or security grilles

**Note:** This condition shall not apply to any door or window officially designated a fire exit by the fire authority.

#### 18) STAMP DUTY

Stamp duty has been or will be paid in accordance with the provisions of Section 19 of the Finance Act 1950, as amended.

#### 19) INSURANCE ACT 1936

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

#### 20) OTHER INSURANCES

If at the time of **Damage**, loss or injury, there is any other insurance covering such incidents, **Our** liabilities under this **Policy** shall be limited to the rateable proportion of such **Damage**, liabilities or loss as **We** would have had to pay if the other insurance policy did not contain:

- a) any provision applying average or any similar provision which would reduce the amount payable on the claim to reflect underinsurance; and
- b) any provision which excludes it from ranking concurrently with this **Policy** or any Section of it either in whole or in part or from contributing rateably.

#### 21) DISPUTES

Any dispute between **You** and **Us**, about the insurer's liability in respect of a claim or settlement amount, may be referred within 12 months of the dispute arising to an arbitrator appointed jointly in agreement or by the President of the Law Society of Ireland. The arbitrator's decision shall be final and binding on both parties. Disputes not referred within 12 months shall be deemed abandoned and irrecoverable.

#### 22) POLICY EXCESS

It is a condition of this **Policy** that **You** must immediately pay **Us** such amount or part of when so requested.

## GENERAL EXCEPTIONS

Each Section of this **Policy** contains Exceptions and must be read in conjunction with the following General Exceptions which apply to all Sections unless otherwise stated.

This **Policy** does not cover

### 1) RADIOACTIVE AND NUCLEAR RISKS

**Damage** or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from

- a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
- c) any weapon or device using radioactive material and/or ionising radiations and/or atomic or nuclear fission and/or fusion or other like reaction or radioactive force
- d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter

Subject to indemnity under the Employers Liability Section as far as concerns **Bodily Injury** caused to any of **Your Employees** if such **Bodily Injury** arises out of and in the course of employment or engagement of such person by **You** this General Exception shall only apply

- i) in respect of liability of any Principal
- ii) in respect of liability assumed by **You** under agreement and which would not have attached in the absence of such agreement

### 2) WAR, GOVERNMENT ACTION AND TERRORISM

- a) **Damage** or any loss or expense whatsoever resulting or arising therefrom or any consequential loss directly or indirectly caused by or contributed to by or arising from
  - i) **War**, Government Action or **Terrorism**
  - ii) riot or civil commotion in Northern Ireland
- b) legal liability of whatsoever nature or any **Costs and Expenses** whatsoever directly or indirectly caused by or contributed to by or arising from **War**, Government Action or **Terrorism** except to the extent stated in the Liability Provisions below

In any action suit or other proceedings where **We** allege that by reason of this Exception as far as it relates to **Terrorism** any **Damage** or resulting loss or expense or consequential loss is not covered by this **Policy** the burden of proving that such **Damage** loss expense or consequential loss is covered shall be upon **You**.

### LIABILITY PROVISIONS

Subject otherwise to the terms, definitions, Exceptions provisions and conditions of this **Policy**

- a) **We** will cover **You** under Section 8 –Employers Liability - provided that in respect of any one claim or series of claims arising out of any one event or series of events arising from a single source or original cause **Our** liability in respect of all compensation and **Costs and Expenses** directly or indirectly caused by or contributed to by or arising from **Terrorism** shall not exceed €6,500,000
- b) **We** will cover **You** under the Section 9 – Public Liability - against legal liability to pay compensation and **Claimant's Costs** directly or indirectly caused by or contributed to by or arising from **Terrorism** provided that **Our** liability for all compensation (including interest thereon) and Claimant's Costs shall not exceed
  - i) in respect of or arising out of any one event or series of events arising from one source or original cause €2,600,000 or the amount of the Section 9- Public Liability Limit of Indemnity stated in the **Schedule** whichever is the lower but in respect of **Products Supplied** this limitation shall apply to all events occurring in the **Period of Insurance**.
  - ii) in respect of all pollution or contamination consequent upon **Terrorism** and which occurred during the **Period of Insurance** €2,000,000 in the aggregate or the amount of the Section 9 – Public Liability Limit of Indemnity stated in the **Schedule** whichever is the lower

### 3) POLLUTION AND CONTAMINATION (APPLICABLE TO SECTION 1 OF THIS POLICY)

**Damage** caused by, consisting of, or arising from pollution or contamination except (unless otherwise excluded) **Damage** to the **Property Insured** caused by

- a) Pollution or contamination which itself results from fire, lightning, explosion, aircraft or other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked-out workers, malicious persons other than thieves, earthquake, storm, flood, bursting, overflowing, discharging or leaking of water tanks, apparatus or pipes, sprinkler leakage, or impact by any vehicle or animal
- b) any of the Specified Perils in a) above which itself results from pollution or contamination



#### 4) DATE RECOGNITION

(Not applicable to Section 8 - Employers Liability )

**Damage**, accident or liability directly or indirectly caused by or consisting of or arising from the failure of any computer data processing equipment or media microchip integrated circuit or similar device or other equipment or system for processing storing or receiving data or any computer software whether **Your** property or not

- a) to recognise correctly any date as its true calendar date
- b) to capture, save or retain and/or manipulate, interpret or process correctly any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date
- c) to capture, save, retain or process correctly any data as a result of the operation of any command which has been programmed into any computer software being a command which causes the loss of data or the inability to capture, save, retain or to correctly process such data on or after any date.

In respect of Section 1 – **Property Damage** this General Exception shall not exclude subsequent **Damage** not otherwise excluded which itself results from fire, lightning, explosion, aircraft, or other aerial devices, or articles dropped therefrom, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons other than thieves, earthquake, storm, flood, escape of water from any tank apparatus or pipe, theft or impact by any vehicle or animal.

#### 5) COMPUTER VIRUS AND HACKING

- a) **Damage** to any computer or other equipment or component or system or item which processes, stores, transmits or retrieves data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software) and whether **Your** property or not where such **Damage** is caused by **Virus or Similar Mechanism** or **Hacking**
- b) Financial loss directly or Indirectly caused by or arising from **Virus or Similar Mechanism** or **Hacking**

but this shall not exclude **Damage** or financial loss which is not otherwise excluded from this **Policy** and which results from fire, lightning, explosion, earthquake, aircraft or other aerial devices or articles dropped therefrom, riot, civil commotion, strikes, labour disturbances, malicious persons (including the acts of thieves but excluding the acts of malicious persons which do not involve physical force or violence), storm, flood, escape of water or oil from any tank apparatus or pipe, impact by any vehicle or animal.

**Virus or Similar Mechanism** shall mean program code, programming instruction or any set of instructions

intentionally constructed with the ability to **Damage** interfere with or otherwise adversely affect computer programs, data files or operations whether involving self-replication or not, including but is not limited to Trojan horses worms and logic bombs.

**Hacking** shall mean unauthorised access to any computer or other equipment or component or system or item which processes, stores, transmits or retrieves data whether **Your** property or not.

#### 6) SONIC BANGS

**Damage** caused by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

#### 7) TERRITORIAL LIMITS

**Damage**, loss, liability or expense arising outside the **Territorial Limits**.

#### 8) TRADING RESTRICTIONS AND SANCTIONS

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

#### 9) MICROORGANISM EXCEPTION

**Damage**, loss, claim, cost, expense or other sum directly or indirectly arising out of or relating to mould, mildew, fungus, spores or other microorganism of any type, nature, or description, including but not limited to any substance whose presence poses an actual or potential threat to human health. This Exception applies regardless whether there is (i) any physical loss or **Damage to Property Insured** (ii) any insured peril or cause, whether or not contributing concurrently or in any sequence; (iii) any loss of use, occupancy, or functionality or (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. This Exception replaces and supersedes any provision in the **Policy** that provides insurance, in whole or in part, for these matters. This exception shall not apply to Section 2 Business Interruption for any of the specific diseases as set out in the Section Exception 5) Closure.

#### 10) BIOLOGICAL OR CHEMICAL MATERIALS EXCEPTION

**Damage**, loss, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

#### 11) VIRUS, DISEASE AND PANDEMIC EXCLUSION

(not applicable to Employers Liability Section)

Notwithstanding any provision to the contrary within this policy, within any endorsement to this policy or within any extension to this policy, this policy and its endorsements (if any) and its extensions (if any) exclude any loss, damage, liability, claim, cost or expense (whether such loss, damage, liability, claim, cost or expense has been suffered by an insured or a third party) of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, in connection with, or otherwise in any way directly or indirectly attributable to:

- a) Coronaviruses; and
- b) Coronavirus disease (COVID-19); and
- a) Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2); and
- b) any mutation of or variation of a), b) or c) above; and
- c) any infectious disease that is designated or treated as a pandemic by the World Health Organisation; and
- d) any fear or anticipation of a), b), c), d) or e) above, regardless of any other cause or event contributing concurrently or in any other sequence thereto

#### 12) BULLYING OR HARASSMENT

Loss or **Damage** arising from bullying or harassment unless the condition complained of is accompanied by and arises directly from actual physical bodily injury.

#### 13) MENTAL ANGUISH

Loss or **Damage** arising from mental anguish, illness, stress, nervous shock or any other psychological condition unless the condition complained of is accompanied by and arises directly from actual physical bodily injury.

#### 14) EXCESSES

The amount of any applicable **Excess**.

#### 15) PFAS (PERFLUORINATED COMPOUNDS, PERFLUOROALKYL AND POLYFLUOROALKYL SUBSTANCES) ABSOLUTE EXCLUSION

**We** will not provide cover under this **Policy** for:

- a) any **Bodily Injury**, property damage, personal and advertising injury loss, liability, **Damage**, compensation, 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 the actual, alleged, or threatened contaminative, pathogenic, toxic or other hazardous properties of **PFAS**; and

- b) any and all losses, costs and expenses resulting from any claim, litigation, dispute, arbitration, investigation or any other legal proceeding or dispute resolution in whole or in part directly or indirectly caused by, arising out of, resulting from, based upon or in any way related to, any of the following conducts, including but not limited to:

- i) Actual, alleged or threatened inhalation of, ingestion of, consumption of, contact with, exposure to, existence of or presence of **PFAS** containing products or materials; or
- ii) Design, manufacturing, production, use, sale, installation, placing on the market, removal, distribution, handling, packaging, storage, marketing, processing of or any other similar business-related activity relating to **PFAS**-containing products or materials; or
- iii) Testing for, monitoring, cleaning up, abating, removing, containing, treating, detoxifying, neutralising, remediating, disposing of or in any way responding to, or assessing the effect(s) of **PFAS**-containing products or materials; or
- iv) Failure to report any **PFAS**-containing products or materials to authorities; or
- v) Failure to warn of potential consequences arising from, or the inadequacy of any warning, relating to any of the conduct described in i) through iv) above.

If **We** allege that this Exclusion applies to any claim under this **Policy** the burden of proving the contrary shall be upon **You**.

## SECTION 1 PROPERTY DAMAGE

### DEFINITIONS

The following additional Definitions apply to this Section and shall keep the same meaning wherever they appear in bold type in the Section. They should also be read in conjunction with the General Definitions at the start of the **Policy**

#### Shop Front

The whole front, all fixed glass in it, frames and if fixed to the **Building(s)** any shutters, blinds, lettering, ornamenting, alarm foil and fittings belonging to **You** or for which **You** are responsible.

#### Glass

Plain plate, plain sheet, laminated glass and polycarbonate sheeting fixed in windows, doors, fanlights, and rooflights and glass fixed in wall mirrors, shelves, showcases and countercases, including lettering fixed to such glass.

#### Stock

Means stock in trade and goods in trust the property of **You** or for which **You** are responsible.

#### Trade Contents

Means all contents other than Stock but including office equipment, decorations and improvements, fixtures and fittings, and landlords fixtures and fittings, for which **You** are responsible and insofar as they are not otherwise insured including

- a) documents, plans, manuscripts, design and business books but only for the value as stationery, together with the cost of clerical labour expended in their reproduction up to an amount not exceeding €10,000 or 15% of the **Trade Contents** sum insured whichever is the less
- b) computer system records but only for the value of materials together with the cost of clerical labour and computer time expended in reproducing such records (excluding the cost of reproducing the information on such records) up to an amount not exceeding €10,000

#### Computer Equipment

Computer or other equipment or component or system or item which processes, stores, transmits or retrieves data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software) and whether **Your** property or not.

### COVER

**We** will cover **You** in respect of **Damage** to **Property Insured** occurring during the **Period of Insurance** at the **Premises** and caused by each of the following specified perils as they appear in the **Schedule** subject to the **Excess**.

### SPECIFIED PERILS

#### 1) Fire

but **We** will not cover **You** for **Damage**

- a) caused by explosion resulting from fire
- b) caused by earthquake or subterranean fire
- c) to that portion of any item of the **Property Insured** caused by its own self ignition, leakage of electricity, short circuiting or over running
- d) caused by
  - i) its own spontaneous fermentation or heating
  - ii) its undergoing any heating process or involving the application of heat

#### 2) Lightning.

#### 3) Explosion

but **We** will not cover **You** for **Damage**

- a) caused by the bursting of any boiler economiser or other vessel, machine or apparatus belonging to **You** or under **Your** control in which internal pressure is due to steam only
- b) to any vessel, machine or apparatus or its contents resulting from the explosion thereof but this shall not exclude **Damage** caused by explosion of any boiler or gas appliance used for domestic purposes only.

**4) Aircraft** and /or other aerial devices and/or articles dropped from them.

#### 5) Earthquake.

**6) Riot, civil commotion, strikers, locked out workers, labour or political disturbances, vandals or malicious people but excluding**

- a) **Damage** caused by confiscation, destruction or requisition by order of the Government or any public authority
- b) **Damage** arising from stoppage of work
- c) **Damage** caused by **Your Employees**, tenants or any other person lawfully on **Your Premises**
- d) **Damage** to any portion of the **Building** which is **Unoccupied**
- e) **Damage** caused by theft or attempted theft



**7) Subterranean Fire.**

**8) Storm or Flood**

but **We** will not cover **You** for **Damage**

- a) attributable solely to change in the water table level or
- b) caused
  - i) by subsidence, ground heave or landslip
  - ii) by frost
  - iii) by felling, lopping, pruning of trees or
  - iv) to fences, gates and moveable property in the open or in open sided **Buildings**.
- or
- c) to stock insured stored in the lowest storey of the premises unless raised at least 100mm above floor level

**9) Escape of Water from any tank apparatus pipe or escape of fuel from any fixed oil heating installation**

but **We** will not cover **You** for **Damage**

- a) caused by water discharged or leaking from an automatic sprinkler installation
- b) to stock insured stored in the lowest storey of the premises unless raised at least 100mm above floor level

**10) Impact** by any animal or road vehicle.

**11) Accidental Escape of Water from any Automatic Sprinkler Installation fitted in the Premises** but **We** will not cover **You** in respect of **Damage**

- a) caused by explosion, earthquake, subterranean fire or heat caused by fire
- b) caused by repairs, alterations or extensions to the **Buildings** and/or sprinkler installations or
- c) to the automatic sprinkler installation itself other than such **Damage** caused by water accidentally discharged or leaking from the installation.

Subject to the following special condition

- 1) when any changes, repairs or alterations to the automatic sprinkler installation(s) are proposed, **You** must advise **Us** and obtain **Our** prior agreement to such repairs, changes or alterations
- 2) **We** must have access to the **Premises** at all times for the purpose of inspection and **We** will notify **You** of any defects in the construction or condition of the automatic sprinkler installation(s) requiring alteration or repairs. **We** may also suspend cover under specified peril until such alterations or repairs have been completed to **Our** approval

**12) Theft or attempted Theft** involving entry or exit from the **Buildings** by forcible and violent means

but **We** will not cover **You** for **Damage**

- a) to property in any garden, yard or paving, trees, plants and landscaping
- b) caused by or through any tenants of the **Buildings** or any of **Your** partners, directors or **Employees**.

**13) Accidental Damage**

but **We** will not cover **You** for

- a) **Damage** caused by or specifically excluded from any of the specified perils in this Section
- b) **Damage** caused by or consisting of
  - i) inherent vice, latent defect, gradual deterioration, change in water table level, frost, wear and tear
  - ii) faulty or defective design or materials, faulty or defective workmanship, operational error or omission by **You**, **Your** partners, directors, or **Employees**, or contracted consultants

but this shall not exclude subsequent **Damage** which itself results from a cause not otherwise excluded

- c) **Damage** caused by or consisting of
  - i) corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin or insects
  - ii) change in temperature, colour, flavour, texture or finish the action of light or atmosphere
  - iii) joint leakage, failure of welds, cracking, fractioning, collapse or overheating of boilers, economisers, super heaters, pressure vessels or any range of steam and feed piping in connection therewith
  - iv) mechanical or electrical breakdown, derangement or overloading in respect of the particular machine apparatus or equipment in which such breakdown or derangement originates

but this shall not exclude subsequent **Damage** which itself results from a cause not otherwise excluded.

- d) **Damage** caused by or consisting of
  - i) settling, shrinkage or expansion of foundations, walls, floors, ceilings or roof settlement or bedding down of new structures or extensions, subsidence, ground heave or landslip
  - ii) unexplained disappearance, unexplained shortage, inventory shortage, misfiling or misplacing of information
- e) **Damage** to **Buildings** caused by their own collapse or cracking however **We** will cover **You** in respect of such **Damage** if it results from a specified peril and is not otherwise excluded

- f) **Damage** to
    - i) moveable property in the open by wind, rain, hail, sleet, snow, flood or dust
    - ii) **Property Insured** in transit by air or sea or inland waterway or road
  - g) **Damage** in respect of
    - i) **Buildings** or structures in course of construction or erection and materials or supplies in connection with all such construction or erection
    - ii) land, road, pavements, piers, jetties, bridges, culverts or excavations
    - iii) vehicles licensed or intended to be licensed for road use including access ones thereon attached or unattached caravans, trailers, watercraft or aircraft
    - iv) livestock, growing crops or trees
    - v) jewellery, precious stones or precious metals or articles composed of them, bullion, furs, curiosities, rare books or works of art
    - vi) Money, or credit cards of any description
    - vii) fixed glass and sanitary ware other than as defined in **Buildings** unless specifically stated in the **Schedule** and the **Damage** is not otherwise excluded
  - h) **Damage** from any acts of fraud or dishonesty
  - i) **Damage** to **Property Insured** resulting from its undergoing
    - i) any process of production
    - ii) any process of packaging treatment, testing, commissioning or any other similar process.
- 14) Subsidence, Ground, Heave or Landslip** of any part of the **Premises** on which the property stands but **We** will not cover **You** for **Damage**
- a) arising from the settlement or movement of made-up ground or by coastal or river erosion
  - b) arising from collapse, cracking, shrinkage, expansion or settlement of **Buildings** or any part thereof
  - c) occurring as a result of the construction, demolition, alteration or structural repair of any **Buildings**/structures at the **Premises**
  - d) arising from the normal settlement or bedding down of new structures
  - e) that has been provided for or would have been but for the existence of this insurance under any contract or a guarantee or by law
  - f) commencing prior to the inception of cover under this **Policy**
  - g) to forecourts, car parks, roads, pavements, yards, patios, walls, gates, fences, landlords fixtures and fittings, paved areas or footpaths unless **Your Buildings** are damaged by the same cause and at the same time

## BASIS OF CLAIMS SETTLEMENT

### Limit of Liability

**We** will pay **You** as follows in respect of the following items of Contents.

### Trade Contents

**We** will pay **You** the value at the time of the **Damage** or at our option the cost of reinstatement or replacement.

### Stock

**We** will pay **You** the cost price of the goods.

### Underinsurance

The maximum **We** will pay in respect of any of the above items of Contents is the Sum Insured in respect of each item. In the event that the value at the time of **Damage** or the cost of repair or replacement (whichever is greater) is less than 85% of the Sum Insured for that item, then **Our** liability will be proportionately reduced.

### Automatic Reinstatement of Loss

Unless there is written notice by **Us** to the contrary, sums insured or limits of liability shall not be reduced by the amount of any claim provided that **You** undertake to pay the appropriate additional premium. However this will not apply in relation to **Damage** caused by theft or attempted theft.

## BASIS OF CLAIMS SETTLEMENT ADJUSTMENTS

Unless stated otherwise in the **Schedule** the basis of settlement will be adjusted in accordance with the following clauses

### 1) REINSTATEMENT (DAY ONE)

- a) the amount payable in respect of **Buildings** and Contents shall be the cost of reinstatement of the property lost, destroyed or damaged

For this purpose Reinstatement means:

- i) The rebuilding or replacement of property lost or destroyed which, provided **Our** liability is not increased, may be carried out
  - 1) in any manner suitable to **Your** requirements
  - 2) upon another site
- ii) The repair or restoration of property damaged  
In either case to a condition equivalent to, or substantially the same as, but no better or more extensive than its condition when new
- b) The insured having stated in writing the **Declared Value** shown in brackets beside the Sum Insured for each of the said items the premium has been calculated accordingly

### Special Conditions

- a) At inception of each **Period of Insurance**, **You** shall notify **Us** of the **Declared Value** of **Property Insured**. In the absence of such declaration the last amount declared by **You** will be taken as the **Declared Value** for the new **Period of Insurance**, appropriately adjusted by Index Linking. **Buildings & Trade Contents** shall be adjusted in accordance with fluctuations in suitable indices of cost to be decided upon by **Us**. At each renewal of the **Policy** the premium shall be calculated on the revised sum insured.
- b) If at the time of **Damage** the **Declared Value** of the **Property** is less than the cost of reinstatement (as defined in paragraph 1.a.i.) at inception of the **Period of Insurance**, the amount payable by **Us** will be proportionately reduced.
- c) Our liability for the repair or restoration of property damaged in part only, shall not exceed the amount which would have been payable if such property had been wholly destroyed.
- d) No payment beyond the amount **We** would have paid in the absence of this clause will be made
  - i) unless reinstatement commences and proceeds without delay
  - ii) until the cost of reinstatement has actually been incurred
  - iii) where **Property Insured** at the time of **Damage** is covered by any other insurance effected by **You**, or on behalf of **You**, which is not on the same basis of reinstatement.
- e) All the term and conditions of this Section and of the **Policy** shall apply
  - i) to any claim payable under the provisions of this clause, other than where they are expressly varied by the terms of this clause
  - ii) where claims are payable as if this clause had not been incorporated, except that Sums Insured will be limited to 125% of Declared Values unless stated in the **Schedule**.

### 2) UNDERINSURANCE

The Sums Insured by

any items for **Buildings** or Contents subject to the Reinstatement (Day One Basis) Clause are declared to be separately subject to Average as described in Special Condition b) of such clause any other items of **Property Insured** (other than any Sum Insured applying solely to Rent, Fees, Removal of Debris) are declared to be separately subject to Average. This means if at the time of **Damage** the Sum Insured for any item is less than the value of the item covered by such Sum Insured, the amount payable by **Us** will be proportionately reduced.

### 3) DEFERRAL OF PAYMENT

Payment may be deferred in respect of damage to property until the repair, replacement or re-instatement work involved has been completed and specified documentation, in respect of such work, has been furnished to **Us**.

## SECTION EXTENSIONS

### 1) REMOVAL OF DEBRIS

The Sum Insured for **Property Insured** includes costs and expenses not exceeding €25,000 which **You** incur with **Our** consent for

- a) removal of debris
- b) dismantling or demolishing
- c) shoring up or propping of the portion or portions of the **Property Insured** sustaining **Damage** by any of the specified perils

**We** will not cover **You** in respect of cost and expenses

- i) incurred in removing debris from anywhere other than the site of the **Damage** and the area adjacent to it
- ii) arising from pollution or contamination of property not insured under this Section
- iii) more specifically insured elsewhere

### 2) REPLACEMENT LOCKS & KEYS

**We** will cover **You** for the cost of replacing locks and keys at the **Premises** following theft or attempted theft from

- a) the **Premises**
- b) **Your** home
- c) **Your** director's homes
- d) the home of any authorised **Employee**
- e) or whilst in the custody of an **Employee** or **You** following theft involving violence or threat of violence

The maximum **We** will pay under this Extension for any one loss is €5,000.

### 3) SEASONAL INCREASE

During the months of November and December and for 30 days prior to and during Easter Bank Holiday the Sum Insured on Stock is increased by 30%.

### 4) PROPERTY TEMPORARILY REMOVED

**We** will cover **You** in respect of **Damage** to Contents while temporarily removed for:

- 1) Cleaning
- 2) Renovation
- 3) Repair

**We** will not cover **You** for Contents removed for more than 90 days unless **We** agree a longer period in writing.

The maximum **We** will pay under this Extension is 20% of the Sum Insured.

### 5) FIRE EXTINGUISHING EXPENSES

**We** will pay **You** for the cost of replacing and/or replenishing extinguishment materials when **You**, **Your Employees** or the fire brigade attempt to extinguish or minimise loss by fire. Provided that the costs and expenses cannot be recovered from the public authority responsible. The maximum **We** will pay in respect of any one claim under this extension is €10,000.

### 6) DAMAGE BY EMERGENCY SERVICES

**We** will cover **You** for the cost of restoring any **Damage** caused to gardens and grounds for which **You** are responsible by the emergency services in attending the **Premises** as a result of the operation of any specified perils insured under this Section up to a maximum of €25,000 in any **Period of Insurance**.

### 7) LOSS OF METERED UTILITIES

**We** will pay charges for which **You** are responsible if water, oil, gas or electricity is accidentally discharged from a metered system providing service to the **Premises** as a result of **Damage** insured under this Section, however **We** will not pay for such charges incurred in respect of any **Building** which is **Unoccupied**. The maximum **We** will pay under this Extension for any one claim is €25,000.

### 8) NATIONAL LOTTERY EQUIPMENT

Contents is extended to include National Lottery equipment belonging to the lottery operator for which **You** are responsible and provided such property has been included in the Sum Insured by this item and **Damage** has occurred from an insured specified peril.

### 9) EXHIBITIONS & TRADE SHOWS

**Damage** by any of the specified perils to the Contents whilst at any exhibition or trade show including whilst being erected or dismantled within the **Territorial Limits** but

excluding:

- a) theft unless involving forcible and violent entry to or exit from the exhibition premises
- b) any amount exceeding €50,000 for any one claim

### 10) UNDERGROUND SERVICES

The cost of repairing **Damage** to underground water, gas, sewer, drain or fuel pipes and underground electricity or telephone cables provided the amount payable shall not exceed €25,000 for any one claim.

### 11) TRACE AND ACCESS

**We** will pay **Costs and Expenses** with **Our** consent in locating the source of any escape of water from any fixed domestic water services or heating installation or escape of fuel oil including subsequent repair to walls, floors or ceilings provided such **Damage** is insured by this Section.

But **We** will not cover **You**:

- a) for the cost of repairs to any fixed domestic water services or heating installation
- b) where **Damage** results solely from a change in the water table level

**Our** maximum liability under this Extension shall not exceed €50,000 any one claim.

## 12) EUROPEAN UNION AND PUBLIC AUTHORITIES CLAUSE

Following **Damage** as insured by this Section to each item under **Buildings We** will pay the additional cost of reinstatement as may be incurred solely by reason of the necessity to comply with any

- a) European Union legislation or
- b) Building or other regulations under or framed in pursuance of any Act of Parliament or by-laws of any public authority (both of which are herein after referred to as Regulations) in respect of
  - i) the **Buildings** the subject of the **Damage**
  - ii) undamaged portions of the **Buildings**
  - iii) any water supply equipment at the **Premises** supplying the sprinkler installation in undamaged portions of the **Premises**.

This Extension does not apply to

- a) The cost incurred in complying with the Regulations
  - i) in respect of **Damage** occurring prior to the inception of this **Policy**
  - ii) in respect of **Damage** not insured by this Section
  - iii) under which notice has been served upon insured prior to the happening of the **Damage**
  - iv) for which there is an existing requirement which has to be implemented within a given period in respect of undamaged **Buildings** or undamaged portions of the **Buildings** other than foundations (unless specifically excluded) of that portion of the **Buildings** the subject of the **Damage**.
- b) the additional cost that would have been required to make good the **Buildings** the subject of the **Damage** to a condition equal to their condition when new had the necessity to comply with the Regulations not arisen
- c) the amount of any charge or assessment arising out of capital appreciation which may be payable in respect of the **Buildings** or by the owner thereof by reason of compliance with Regulations provided that
  - i) the work of reinstatement must be commenced and carried out without delay and in any case must be completed within 12 months after the **Damage** or within such further time as **We** may allow (during the said 12 months) and may be earned out upon another site (if the regulations

so necessitate) subject to the **Our** liability under this Extension not being thereby increased

- ii) if **Our** liability under any item of this Section apart from this Extension shall be reduced by the application of any of the Terms Conditions and Exceptions of this Section then **Our** liability under this Extension in respect of any such item shall be reduced in like proportion
- iii) the total amount recoverable under any item of this Section shall not exceed
  - 1) for undamaged portions of the **Buildings** (other than foundations) 20% of the Sum Insured for that item at the **Premises** where the **Damage** occurred
  - 2) for other items, the most **We** will pay for any item is the Sum Insured.

## 13) ARCHITECTS, SURVEYORS, LEGAL AND OTHER PROFESSIONAL FEES

**We** will pay for any architects, surveyors, consulting engineers and legal fees incurred with **Our** written consent in connection with the repair or replacement of the damaged parts of the **Building** Insured.

**We** will not cover any costs and expenses for preparing any claim.

Liability for such **Damage** and fees shall not exceed the Sum Insured by each item shown in **Your Schedule**.

## 14) FIXED GLASS, SIGNS, BLINDS AND CANOPIES

**We** will pay for **Damage** to fixed **Glass**, signs, blinds or canopies occurring at the **Premises** including

- a) costs involved in boarding up pending replacement of **Glass** agreed by **Us**
- b) any lettering ornamentation or alarm foil;
- c) **Damage** to contents of display windows, showcases or counters.

However **We** will not cover **You** under this Extension for

- i) more than €5,000 any one claim in the aggregate and €1,000 any one sign, blind or canopy unless otherwise stated herein
- ii) **Damage** to frames or framework unless the **Glass** therein is broken at the same time
- iii) superficial cracks or chipping.

## 15) SALE OF BUILDING CONTRACTING PURCHASER'S INTEREST

If at the time of **Damage** to the **Buildings** by any of the specified peril **You** have contracted to sell **Your** interest in such **Buildings** and the purchase is not complete the contracting purchaser shall on completion be entitled to benefit under this insurance without prejudice to **Your** (or **Our**) rights and liabilities up to the date of completion but only to the extent that the purchaser cannot recover the loss from insurance placed elsewhere by him or on his behalf.



## 16) CAPITAL ADDITIONS

To the extent that they are not otherwise insured, **Buildings** items include

- a) alterations, additions and improvements (but not appreciation in value in excess of the sum insured) to **Buildings**
- b) any newly acquired or newly erected **Buildings** within the **Territorial Limits**, for no more than 15% of the Sum Insured for each item covered, or €650,000 in total, whichever is the less, at any one **Premises** or at any one newly acquired address elsewhere than at the **Premises**, provided that **You** shall give details of such alterations and additions to **Us** within ninety (90) days of the commencement date of **Your** responsibility, effect specific cover retrospective to such date and pay the appropriate additional premium.

## 17) VALUE ADDED TAX (VAT)

**We** will pay **You** for VAT, paid by **You**, which is not subsequently recoverable. Provided that

- a) i) **Your** responsibility for VAT arises solely as a result of the reinstatement or repair of the **Property Insured** following **Damage**
- ii) **We** have paid or have agreed to pay for the **Damage**
- b) **Our** liability does not include amounts payable by **You** as penalties or interest for non payment or late payment of VAT
- c) **You** have taken all practical precautions to insure adequately for VAT responsibility at the start of this policy and at each subsequent renewal date.

For the purpose of any underinsurance Condition, reinstatement costs will be exclusive of VAT. **Our** liability may exceed the Sum Insured for a **Building** where such excess amount is solely in respect of VAT.

## 18) RENT

Rent which ceases to be paid to or be payable by **You** following **Damage** to the **Property Insured** by this Section excluding any amount exceeding 10% of the Sum Insured shown in the **Policy Schedule**.

## 19) DRAIN CLEARANCE

The Sum Insured for each item under **Buildings** extends to include **Costs and Expenses** necessarily incurred by **You** and to which **We** agree for cleaning and/or clearing drains, sewers and gutters for which **You** are responsible and liable following **Damage** as insured by this Section.

The maximum **We** will pay for any one claim under this cover is €25,000.

## 20) CONTRACT PRICE COVER

If a sale contract is cancelled entirely due to **Damage** to the stock sold by **You**, that is not delivered and still **Your** responsibility, the amount **We** will pay **You** will be based on the contract price. The value of all stock where the sale contract is cancelled in the event of **Damage** will also be settled on this basis.

## 21) PATTERNS & MOULDS COVER

**We** will indemnify **You** for any **Damage** to patterns, jigs, models, templates, moulds, tools, dies, drawings or designs belonging to **You** or for which **You** are responsible whilst at the **Premises** of any machine makers, engineers, founders or other metal workers (excluding any **Premises** occupied by **You**) within the policy **Territorial Limits**. **Our** liability for any one claim will not exceed €25,000.

## 22) SEVENTY TWO HOUR COVER

**Damage** occurring within 72 consecutive hours of and arising from the specified perils of storm or flood is deemed to be one claim for the purposes of this Section.

**You** have the right to select the moment from which the 72 hour period shall be deemed to have commenced within the terms of this Section provided that such **Damage** occurred prior to the expiry of the **Period of Insurance**.

## 23) FIRE BRIGADE CHARGES

**We** will cover **You** in respect of fire brigade attendance charges for the purpose of minimising **Damage** caused by fire at the **Premises** up to a maximum limit not exceeding €50,000.

## 24) WORKMEN

Workmen are allowed on the **Premises** for the purpose of making minor structural and other alterations from time to time without prejudice to this insurance.

## 25) COMPUTER EQUIPMENT

### Breakdown

**We** will cover **You** under this Extension for the actual breaking, failure, distortion or burning out of any part of the Computer Equipment whilst in ordinary use arising from defects in the Computer Equipment causing its sudden stoppage and necessitating repair or replacement before it can resume work.

**Our** maximum liability under this Extension in respect of breakdown to Computer Equipment is stated in the **Schedule**.

### Reinstatement of Data

**We** will cover **You** under this Extension for costs incurred in reinstating data lost or damaged in consequence of breakdown to Computer Equipment.

Provided that

- a) liability is limited solely to the cost of reinstating data onto data storage media;
- b) **We** will not be liable for any losses discovered later than six months after the loss was initiated; and
- c) **We** will not be liable for **Damage** to software

**Our** maximum liability in respect of this additional cover is stated in the **Schedule** in total for all claims or series of claims arising out of any one event or series of events arising out of a single source or originating cause.

#### Increased Costs of Working

**We** will cover **You** under this Extension for any additional expenditure authorised by us incurred in minimising or preventing interruption or interference to the **Business** due to breakdown of Computer Equipment.

**Our** maximum liability under this additional cover in the aggregate during any one **Period of Insurance** is stated in the **Schedule**.

#### Additional Condition in respect of this extension

##### Back Up Records

**You** will maintain a minimum of 2 generations of verified back-up computer records taken at intervals no less frequently than 48 hours one copy as a minimum being held off site and take all practical precautions to store and maintain records in accordance with the makers' recommendations.

##### Exceptions

The following Exceptions apply in respect of this Extension. **We** will not indemnify **You** for

- a) **Damage** caused by or resulting from
  - i) Computer Equipment undergoing any process of production, packaging, treatment, testing or commissioning, servicing or repair;
  - ii) any defect, virus, loss of data or other situation within data storage media; or
  - iii) depletion, deterioration, corrosion, erosion, wear and tear, or other gradually developing conditions
- b) **Damage** recoverable under the maintenance agreement or any warranty or guarantee, or which would be recoverable but for breach of **Your** obligations under such warranty or guarantee.
- c) **We** will not pay for delay in resuming operations resulting from the need to reconstruct or re-input data or programs on data storage media where **You** have not complied with Additional Condition 1 - Back Up Records

#### 26) UNAUTHORISED USE OF ELECTRICITY, GAS OR WATER

**We** will pay the cost of metered electricity, gas or water for which **You** are legally responsible arising from its unauthorised use by persons taking possession, keeping possession or occupying the **Premises** without **Your** authority. Provided always that all practicable steps are taken to terminate such unauthorised use as soon as it is discovered.

The maximum **We** will pay under this **Extension** for any one claim is €10,000.

#### 27) HOMEWORKERS

**We** will cover **You** for **Damage** to **Your Property Insured** in **Your** residence or in the residence of any of **Your Employees** in the Republic of Ireland.

The maximum **We** will pay is €10,000 in any one **Period of Insurance**.

#### 28) ENVIRONMENTAL PROTECTION

**We** will cover **You** in respect of losses over €10,000 for the additional costs incurred with **Our** consent in rebuilding or repairing **Buildings** at the **Premises** in a manner that is intended to reduce potential harm to the environment by improving energy efficiency following **Damage**.

**We** shall not indemnify **You** under this extension in respect of

- i) any additional costs of complying with any European Union legislation Act of Parliament or byelaws of any public authority
- ii) any additional costs for work **You** had already planned to be carried out prior to the **Damage**
- iii) any additional costs for replacing undamaged property
- iv) any **Buildings** or portion of a **Building** which are **Unoccupied**
- v) any losses where **You** elect not to rebuild or repair the **Building**

The maximum **We** will pay for any one claim under this **Extension** is €25,000.

#### 29) TRADE SAMPLES

**We** will pay for **Loss** or **Damage** to **Your** trade samples anywhere within the **Territorial Limits** and whilst in transit provided that:

- a) Any trade samples left unattended are contained in:
  - i) a securely locked **Building** or
  - ii) a vehicle which has been securely locked at all points of access and any security alarms and immobilisers fitted to the vehicle are in full operation and the trade samples are concealed from view
- b) the trade samples are not specifically insured either by this **Policy** or by any other insurance

The maximum **We** will pay under this **Extension** is €500 any one item and €5,000 for any one claim.

## SECTION EXCEPTIONS

The following exceptions apply to this Section and **We** will not indemnify **You** for

- 1) any paintings, prints and works of art with an individual value exceeding €500 unless specified herein.
- 2) **Damage** caused by or arising from the use of portable heaters at the **Premises**

## SECTION CONDITIONS

### 1) PROPERTY MAINTENANCE

It is a condition under this **Policy** that

- a) if **Buildings** are shown as Insured on the **Policy Schedule**
  - i) the **Buildings** shall be inspected at least once every 6 months by **You** to ensure that the **Buildings** remain in good state of repair
- b) any flat or felt roof be of excellent repair and shall be inspected at least annually by a qualified roofing contractor
- c) any guttering shall be checked for blockages at least every 6 months

Any defects identified should be rectified immediately and a record of all inspections shall be made and retained by **You** and produced if required by **Us**.

In the event of breach of this term, **We** shall have no liability under this **Policy**, unless **You** show that non-compliance with this term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

### 2) ELECTRICAL INSPECTION

It is a condition for any **Damage** to **Property Insured** resulting from fire or explosion that

- a) unless a valid inspection certificate is already in place, the electrical installation at the **Premises** (or that portion of the **Premises** for which **You** are responsible) shall be inspected and tested:
  - i) within 60 days of the addition of this clause to the **Policy** unless agreed otherwise in writing by **Us** and
  - ii) any defects found remedied within 60 days of such inspection and testing or as otherwise expressly varied in writing by **Us**.
- b) any such inspection and testing shall be undertaken by
  - i) a member of the Register of Electrical Contractors Ireland
  - ii) a member of the Association of Electrical Contractors (Ireland)

- iii) a competent person as agreed in writing by **Us** in accordance with the Commission for Regulation of Utilities (CRU) for electrical installations and a completion and inspection certificate issued following every inspection
- c) a copy of each completion and inspection certificate is retained by **You** and available to **Us** at **Our** request
- d) any work specified on such certificate to ensure that the electrical installation meets the CRU regulations shall be undertaken within 60 days of the issue of the certificate or as otherwise expressly varied in writing by **Us**
- e) the electrical installation shall be re-inspected and re-tested
  - i) within the timescales recommended on the completion and inspection certificate or in the absence of any such recommended timescale within five years of the date of the last inspection
  - ii) immediately following refurbishment or structural renovation work
  - iii) immediately following any water damage affecting the **Premises** and any defects found remedied within 60 days of such re-inspection and re-testing or as otherwise varied in writing by **Us**

In the event of breach of this term, **We** shall have no liability under this **Policy**, unless **You** show that non-compliance with this term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

### 3) WASTE

It is a condition of **Your Policy** in respect of **Damage** to **Property Insured** by fire or explosion that

- a) all hazardous, combustible or any other trade waste be swept up and bagged daily and removed from the **Premises** at least once a week. All waste stored external to the **Buildings** pending collection, should be stored either in non-combustible, closed, lidded containers or at a distance of at least five metre from any **Building** and removed from the **Premises** when full.
- b) all oily and/or greasy waste and cloths which remain in the **Buildings** overnight be kept in metal lidded containers.

In the event of breach of this term, **We** shall have no liability under this **Policy**, unless **You** show that non-compliance with this term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

### 4) FIRE PROTECTIONS

It is a condition that in respect of any fire extinguishing appliances within the **Premises** **You** must



- a) inspect the appliances in accordance with the manufacturer/installers' instructions for the purpose of ascertaining that they are in all respects maintained in proper working order
- b) maintain during the **Period of Insurance** a maintenance contract providing for an annual inspection with an approved installer or supplier and remedy promptly any defect whether disclosed by such inspection(s) or otherwise.

**You** must also ensure that all fire break doors and shutters are kept closed except during working hours and are maintained in efficient working order.

In the event of breach of this term, **We** shall have no liability under this **Policy**, unless **You** show that non-compliance with this term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

#### 5) STORAGE OF FLAMMABLE LIQUIDS/ GAS CYLINDERS

It is a condition under this **Policy** in respect of any storage of flammable liquids or gas cylinders that

- a) all flammable liquids to be stored in lockable metal cabinets
- b) all gas cylinders (empty or not in use) are to be stored externally in a lockable metal cage.
- c) the storage area must be cleared and a space of at least one metre around must be maintained at all times
- d) smoking is prohibited within the vicinity of the said storage area
- e) there is fire resistant separation between the said storage area and the production area
- f) the said storage area is not heated
- g) the storage items to be marked as highly flammable
- h) warning notices to be clearly visible around the said storage area
- i) the gas cylinder bottles to be kept securely upright at all times

In the event of breach of this term, **We** shall have no liability under this **Policy**, unless **You** show that non-compliance with this term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

#### 6) FORK LIFT TRUCK CHARGING

It is a condition under this **Policy** that any forklift truck charging equipment area

- a) must be cleared and a space of at least one metre around must be maintained at all times
- b) have hatched floor markings
- c) chargers are to be wall mounted and hard wired into the electrical installation through a fused spur
- d) all charging leads are to be inspected annually and replaced as necessary

In the event of breach of this term, **We** shall have no liability under this **Policy**, unless **You** show that non-compliance with this term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

#### 7) DRY CLEANING & LAUNDRY CONDITION

It is a condition under this **Policy** that where any dry cleaning or laundry is carried out:

- a) no drying machines connected to the laundry process shall be in operation within one hour of the close of business
- b) all articles must be aired for a minimum of 60 minutes before being folded.
- c) drying machines or tumble dryers are used in accordance with the manufacturer's instructions and not overfilled
- d) drying machines or tumble dryers are maintained in accordance with the manufacturer's instructions including the cleaning of any filters or lint draws

In the event of breach of this term, **We** shall have no liability under this **Policy**, unless **You** show that non-compliance with this term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

## SECTION 2 BUSINESS INTERRUPTION

### DEFINITIONS

The following additional Definitions apply to this Section and shall keep the same meaning wherever they appear in **bold** type in the Section. They should also be read in conjunction with the General Definitions at the start of the **Policy**

#### ANNUAL GROSS PROFIT

The **Gross Profit** earned in the 12 months prior to the commencement of the **Period of Insurance**.

#### ANNUALISED SUM INSURED

The Sum Insured stated in the **Schedule** divided by the number of months in the **Maximum Indemnity Period**, multiplied by 12.

#### BUSINESS TREND

Adjustments made to provide for the trend of the results of the **Business** and for variations in or special circumstances affecting the **Gross Profit** either before or after the **Damage** or which would have affected the **Gross Profit** had the **Damage** not occurred so that the figures thus adjusted shall represent as nearly as may be practicable the results which but for the **Damage** would have been obtained during the **Indemnity Period**.

#### GROSS PROFIT

The amount by which the sum of **Your** turnover and the amounts of the closing stock and work in progress exceed the sum of the opening stock, work in progress and stock purchases.

#### GROSS RENTALS

The money paid or payable to **You** for tenancies and other charges and for services rendered in the course of the **Business** at the **Premises**.

#### GROSS REVENUE

The money paid or payable to **You** for services provided in the course of the **Business** at the **Premises**.

#### INCREASED COST OF WORKING

The additional expenditure incurred, with **Our** consent, for the sole purpose of avoiding or diminishing the **Loss of Gross Profit** which but for that expenditure would have taken place during the **Indemnity Period**.

#### INDEMNITY PERIOD

The period beginning with the occurrence of the **Damage** and ending not later than the **Maximum Indemnity Period** thereafter during which the results of the **Business** shall be affected in consequence thereof.

#### LOSS OF GROSS PROFIT

The figure arrived at by applying the **Rate of Gross Profit** to any shortfall in the turnover of the **Business** resulting from **Damage to Property Insured** for which liability has been admitted under Section 1 of this **Policy** and stated in the **Schedule** as being operative, occurring at the **Premises** during the **Period of Insurance**, adjusted downwards for **Business Trend** and deducting any variable costs saved as a result of the **Damage**.

#### LOSS OF GROSS REVENUE

The amount by which the **Gross Revenue** during the **Indemnity Period** falls short of the **Gross Revenue** which would have been received but for the **Damage**.

#### MAXIMUM INDEMNITY PERIOD

The period stated in the **Schedule**.

#### RATE OF GROSS PROFIT

**Gross Profit** expressed as a percentage of turnover earned for the 12 month period immediately before the date of the **Damage**.

#### TURNOVER

The money paid or payable to **You** for goods sold and delivered and for services rendered in the course of the **Business** at the **Premises**.

### COVER

**We** will cover **You** for **Loss of Gross Profit**, **Loss of Gross Revenue** or **Increased Cost of Working** resulting from **Damage to Property Insured** for which liability has been admitted under Section 1 of this **Policy** and stated in the **Schedule** as being operative, occurring at the **Premises** during the **Period of Insurance**.

### BASIS OF CLAIMS SETTLEMENT

#### Limit of Liability

The most **We** will pay in total under this Section for any combination of

**Loss of Gross Profit** and/or  
**Loss of Gross Revenue** and/or  
**Increased Cost of Working**

is the Sum Insured stated on the **Schedule** for this Section.

#### Gross Profit

Subject to the provisions below **We** will pay as indemnity

- a) In respect of reduction in **Turnover** - The sum produced by applying the **Rate of Gross Profit** to the amount by which the **Turnover** during the **Indemnity Period** falls short of the standard **Turnover** in consequence of the **Damage**
- b) In respect of **Increase in Cost of Working** - The additional expenditure incurred with our consent for the sole purpose of avoiding or diminishing the reduction in **Turnover** which but for that expenditure would have taken place during the **Indemnity Period** in consequence of the **Damage** but not exceeding the total of the sum produced by applying the **Rate of Gross Profit** to the amount of the reduction thereby avoided

#### Gross Revenue

Subject to the provisions below **We** will pay as indemnity

- a) In respect of **Loss of Gross Revenue** - the amount by which the **Gross Revenue** during the **Indemnity Period** shall in consequence of the **Damage** fall short of the standard **Turnover**
- b) In respect of **Increase in Cost of Working** - the additional expenditure incurred with our consent for the sole purpose of avoiding or diminishing the loss of **Gross Revenue** which but for that expenditure would have taken place during the **Indemnity Period** in consequence of the **Damage** but not exceeding the total of the amount of the reduction in **Gross Revenue** thereby avoided

#### Increased Cost of Working

**We** will cover **You** for the **Increased Cost of Working** and the amount payable will be the additional expenditure incurred with our consent by **You** as a result of the incident in order to prevent or minimise the interruption of the **Business** during the **Indemnity Period** but not exceeding the Sum Insured shown in the **Schedule**.

#### Additional Increase in Cost of Working

**We** will indemnify **You** for such further additional expenditure beyond that recoverable under clause b) of **Gross Profit** or **Gross Revenue** as **You** shall incur with our consent during the **Indemnity Period** in consequence of the **Damage** for the sole purpose of avoiding or diminishing the reduction in turnover but not exceeding the Sum Insured shown in the **Schedule**.

#### Gross Rentals

**We** will pay as indemnity

- 1) In respect of loss of **Gross Rentals** - the amount by which the **Gross Rentals** during the **Indemnity Period** shall in consequence of the **Damage** fall short of the standard **Gross Rentals**
- 2) In respect of Additional Expenditure - the additional expenditure necessarily incurred with our consent for the sole purpose of avoiding

or diminishing the loss of **Gross Rentals** which but for that expenditure would have taken place during the **Indemnity Period** in consequence of the **Damage** but not exceeding the amount of the reduction in **Gross Rentals** thereby avoided

#### Underinsurance

If the **Annualised** Sum Insured for **Loss of Profit**, **Loss of Gross Revenue** or **Gross Rentals** is less than 85% of the **Annual Gross Profit**, **Annual Gross Revenue** or **Annual Gross Rentals** the amount payable by **Us** to **You** in respect of **Loss of Gross Profit**, **Loss of Gross Revenue** or **Loss of Gross Rentals** and/or Increased **Costs of Working** will be proportionately reduced.

#### Liquidation

This Section shall be void if the **Business** be wound up or carried on by a liquidator or receiver or permanently discontinued at any time after the commencement of the **Period of Insurance** unless **We** give **Our** written consent.

### SECTION EXTENSIONS

#### 1) PREVENTION OF ACCESS

**We** will cover **You** as a result of **Damage** to property in the vicinity of the **Premises** caused by any of the specified perils insured under Section 1 of this **Policy**, which prevents or hinders use of or access to the **Premises** whether the **Premises** have been damaged or not. **Our** liability under this Extension will not exceed €100,000 for any one loss.

#### 2) PUBLIC UTILITIES - WATER, GAS OR ELECTRICITY

**We** will cover **You** in respect of interruption or interference with the **Business** as a result of accidental failure of **Your** public supply of electricity, gas or water at the terminal ends of **Your** suppliers service feeders to the **Premises**.

**We** will not cover **You** in respect of

- a) accidental failure which lasts less than 4 consecutive hours
- b) a deliberate act of the supply undertaking unless for the sole purpose of safeguarding life or protecting any part of the supply undertaking system
- c) accidental failure caused by the exercise of any supply authority's power to withdraw or restrict supply or services
- d) any industrial action
- e) drought or other weather conditions unless equipment has been damaged
- f) accidental failure other than in the **Territorial Limits**

The maximum **We** will pay under this Extension is €250,000 in respect of any one loss unless otherwise stated in the **Schedule**.

### 3) SUPPLIERS

**We** will cover **You** in respect of any **Damage** to **Your** supplier's premises by a specified peril insured under Section 1 of this **Policy** situated within the **Territorial Limits** but excluding the **Premises** of any public or private supply undertaking from whom **You** obtain electricity, gas, water or telecommunication services. The maximum **We** will pay under this Extension shall be up to 10% of the Sum Insured or €250,000 whichever is the lower.

### 4) CUSTOMERS

**We** will cover **You** in respect of any **Damage** to **Your** customer's premises by a specified peril insured under Section 1 of this **Policy** situated within the **Territorial Limits** but excluding the **Premises** of any public or private supply undertaking from whom **You** obtain electricity, gas, water or telecommunication services. The maximum **We** will pay under this Extension shall be up to 10% of the Sum Insured or €250,000 whichever is the lower.

### 5) CLOSURE

**We** will cover **You** for **Loss of Gross Profit** arising out of the closure of the **Premises** by Public Authorities following:

- a) the occurrence of the following diseases: Acute Encephalitis, Acute Poliomyelitis, Anthrax, Chickenpox, Cholera, Diphtheria, Dysentery, Legionellosis, Legionnaires Disease, Leprosy, Leptospirosis, Malaria, Measles, Meningococcal Infection, Mumps, Ophthalmia Neonatorum, Paratyphoid Fever, Bubonic Plague, Rabies, Rubella, Scarlet Fever, Smallpox, Tetanus, Tuberculosis, Typhoid Fever, Viral Hepatitis, Whooping Cough or Yellow Fever, at the **Premises**;
- b) murder or suicide at the **Premises**
- c) food poisoning or drink poisoning at the **Premises**
- d) defective sanitary arrangements or vermin or pests other than the deliberate act of any supply undertaking to withhold the supply of water at the **Premises**

**Our** liability under this Extension shall only apply for the period beginning with the occurrence of the loss and ending no later than three months thereafter during which the results of the **Business** shall be affected in consequence of the closure. **Our** liability under this Extension will not exceed €50,000 in the aggregate in any one **Period of Insurance**.

### 6) BOOK DEBTS

**We** will cover **You** if **Your** account books or other **Business** books or records whilst on **Your Premises** or temporarily removed to any **Premises** in the **Territorial Limits** or in transit between them, sustain **Damage** from any of the specified perils insured under Section 1 of this **Policy** which results in **Your** inability to trace or establish outstanding debit balances.

### **We** will pay **You**

- a) the difference between the outstanding debit balances and the total of the amounts received or traced in respect thereof
- b) the additional expenditure incurred with **Our** written consent in tracing and establishing customers' debit balances after the **Damage**
- c) auditors' or accountants' charges incurred with **Our** consent for producing and certifying details of a claim under this Section

provided that if the Sum Insured stated in the **Schedule** in respect of this Extension is less than the outstanding debit balance the amount payable by **Us** will be proportionately reduced.

This Extension does not cover loss as a result of erasure or distortion of information on computer systems or other records due to the

- a) presence of a magnetic flux or whilst mounted in or on any machine or data processing apparatus unless caused by **Damage** to said machine or apparatus due to defects in such records
- b) deliberate falsification of business records
- c) mislaying or misfiling of books or records
- d) dishonest or fraudulent acts by any of **Your Employees**

### 7) CONTRACT SITES

**We** will cover **You** for any loss insured by this section resulting from interruption of or interference with the business as a result of **Damage** to **Your** property whilst at contract sites being worked upon by **You** anywhere within the **Territorial Limits**. **Our** liability under this cover for any one site will not exceed €10,000 any one claim.

### 8) KEY EMPLOYEES

**We** will cover **You** for any loss covered by this section resulting from interruption of or interference with the **Business** as a result of

- a) i) death of an **Employee**
- ii) permanent total disablement arising out of **Bodily Injury** which in the opinion of an independent medical officer will in all likelihood prevent the **Employee** from carrying out their usual employment or usual occupation for the remainder of their life
- b) the **Employee** winning a prize on the national lottery, premium bonds or football pools providing that their win exceeds €100,000 but excluding losses where the **Employee**
  - i) has been employed by **You** for a period of less than 12 months
  - ii) has served notice or has been served notice of termination of their employment prior to their win

- c) has been absent from work through sickness, disability or suspension for a period exceeding 4 weeks at the time of their win

The cover will only apply from the date of the death or permanent total disablement or lottery win, premium bond win or football pools win of an **Employee** and end 12 weeks after this date. **Our** liability will not exceed €50,000 in any one **Period of Insurance**.

#### 9) EXHIBITION COVER

**We** will cover **You** for any loss, covered by this section, resulting from interruption or interference with the business as a result of **Damage to Your** property whilst at exhibition sites anywhere within the **Territorial Limits**, other than at the **Premises** in your occupation where you are exhibiting goods. **Our** maximum liability will not exceed €10,000.

#### 10) PATTERNS COVER

**We** will cover **You** for any **Damage** resulting from interruption of or interference with the **Business** to patterns, jigs, models, templates, moulds, tools, dies, drawings or designs belonging to **You** or for which **You** are responsible whilst at the **Premises** of any machine makers, engineers, founders or other metal workers (excluding any **Premises** occupied by **You**) within the policy **Territorial Limits**. **Our** liability for any one claim will not exceed €25,000.

#### 11) TRANSIT COVER

**We** will cover **You** for any loss insured by this section resulting from interruption of or interference with the **Business** as a result of **Damage** to property belonging to **You** whilst in transit by road, rail or inland waterway within the policy **Territorial Limits**. **Our** maximum liability for any one claim will not exceed €25,000.

## SECTION 3 LOSS OF MONEY AND ASSAULT

### DEFINITIONS

The following additional Definitions apply to this Section and shall keep the same meaning wherever they appear in **bold** type in the Section. They should also be read in conjunction with the General Definitions at the start of the **Policy**

#### Injury

Accidental bodily **Injury** caused solely and directly by violent external and visible means which is the sole and direct cause of death, loss of limb, loss of sight, speech or hearing or disablement as described below in the Scale of Benefits.

#### Business Hours

The period during which **Your Premises** or sites of contract are actually occupied for **Business** purposes and during which **You** or any of **Your** partners, directors or **Employees** entrusted with **Money** are in the **Premises**.

#### Money

- a) cash, bank and currency notes, cheques and Giro cheques (other than blank or partly completed cheques and Giro cheques) travellers cheques, bankers drafts, and Giro drafts, orders, money orders, National Savings Certificates, and Premium Bonds
- b) current postage and revenue stamps, unexpired units in franking machines, trading stamps, National Insurance stamps (whether affixed to cards or otherwise), National Savings and Holiday with Pay Stamp and Gift Tokens
- c) luncheon Vouchers, credit card sales vouchers, debit card sales vouchers, Consumer Redemption Vouchers and VAT purchase invoices

all belonging to **You** or for which **You** have accepted responsibility.

#### Person Insured

For the purposes of the Assault Extension only **Person Insured** shall mean **You** or any of **Your** directors, partners or **Employees**.

#### Permanent Total Disablement

A disability caused directly by **Injury** which entirely prevents the **Person Insured** from doing work of any kind for at least 104 weeks, and shows no signs of ever improving.

#### Temporary Total Disablement

A disability caused directly by **Injury** which prevents the **Person Insured** from doing their usual **Business** or occupation.

#### Medical Expenses

The cost of medical, surgical or other remedial attention, treatment or appliances, given or prescribed by a qualified member of the medical profession and all hospital nursing home and ambulance charges.

### MONEY

#### COVER

**We** will cover **You** in respect of loss of **Money** occurring during the **Period of Insurance** arising solely whilst

- a) in transit
- b) in bank night safes and thereafter within bank premises until at bank's risk
- c) in **Your** residence or those of **Your** partners, directors or **Employee**
- d) in the **Premises**
- e) within the **Territorial Limits**

### BASIS OF CLAIMS SETTLEMENT & LIMIT OF LIABILITY

- 1) In respect of any loss of **Money** **We** will pay **You** the amount of such loss up to the Limits of Liability set out below
- 2) Claims in respect of **Damage** as described in Section Extensions will be settled on the basis of the value of the property at the time of its loss or the amount of the **Damage** but **We** shall not be liable for wear, tear and depreciation.

If the repair or replacement is not carried out **We** will pay the reduction in its current value resulting from the **Damage** but not exceeding what it would have cost to repair or replace

- i) any single loss of **Money** consisting of crossed cheques, crossed Giro cheques, crossed bankers drafts, crossed Giro drafts, crossed postal and crossed money orders, National Savings Certificates, Premium Bonds, unexpired units in franking machines, stamped National Insurance cards, credit card sales vouchers, debit card sales vouchers, VAT purchase invoices  
The maximum **We** will pay is €250,000.

- ii) any single loss of **Money** other than as described in i) above



LIMIT OF LIABILITY	
a) on the <b>Premises</b> during <b>Business Hours</b>	€5,000
b) on the <b>Premises</b> out of <b>Business Hours</b>	
i) contained in a securely locked safe or strongroom	€10,000
ii) not contained in a securely locked safe or strongroom	€500
a) In <b>Your</b> residence or those of Your partners, directors or <b>Employees</b>	
i) contained in a securely locked safe or strongroom	€1,500
ii) not contained in a securely locked safe or strongroom	€500
d) in transit	€5,000
e) in a Bank night safe and thereafter within bank premises until at bank's risk	€5,000

unless otherwise stated in the **Schedule**

- iii) **Damage** to safes, strongrooms, franking machines, containers or waistcoats. **Limit** of Liability - Cost of repair or replacement.
- iv) cost of replacement keys or lock mechanisms of safes or strongrooms with **Our** consent following theft of keys by force or violence. **Limit** of Liability €1,000 any one claim.

## SECTION CONDITIONS

It is a condition of this **Policy** that **You** shall keep a daily record of the amount of **Money** contained in safes or strongrooms and such identification shall be deposited in a secure place other than the said safes or strongrooms and must be produced as documentary evidence in support of a claim under this Section.

The keys for all protections, and any safes containing **Money**, are removed from the **Premises** out of **Business Hours**;

The approved cash limit of each safe on the **Premises** is sufficient for the level of **Money** covered by this policy. In the event that the approved capacity of a safe falls below the **Money** limit as stated on the schedule. The limit afforded herein shall reduce to the approved limit on that safe.

## SECTION EXCEPTIONS

**We** will not cover **You** under this Section for:

### 1) SHORTAGES AND ERRORS

Loss or shortage due to errors or omissions in receipts, payments or accountancy depreciation or currency fluctuations or consequential loss of any kind.

### 2) FORGERY AND COMPUTER FRAUD

Any loss resulting directly or indirectly from forgery, fraudulent alteration, substitution, fraudulent use of a computer or electronic transfer.

### 3) COUNTERFEIT MONEY

Loss resulting from use of any form of payment which proves to be counterfeit, false, fraudulent, invalid, uncollectible or irrecoverable for any reason.

### 4) UNATTENDED VEHICLE

Loss from an unattended vehicle (being a vehicle with no-one in charge keeping it under observation and able to observe any attempt by anyone to interfere with it with a prospect of preventing any unauthorised interference).

### 5) TERRITORIAL LIMITS

Any loss occurring outside the **Territorial Limits**.

### 6) DISHONESTY OF EMPLOYEES

Any loss arising from fraud or dishonesty of any of **Your Employees**

- a) unless discovered within fourteen working days after it occurred
- b) where such loss is covered by a policy of fidelity guarantee insurance

## SECTION CONDITIONS

### 1) TRANSIT

It is a condition under this Section that all **Money** in transit must be accompanied as follows:

Amount of Money in Transit	Number of able-bodied adults required to accompany the Money equally distributed between them
Up to €4,000	One
In excess of €4,000 but not exceeding €10,000	Two
In excess of €10,000 but not exceeding €15,000	Three
In excess of €15,000	Professional Security Carriers

In the event of breach of this term, **We** shall have no liability under this **Policy**, unless **You** show that non-compliance with this term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

### 2) KEYS

It is a condition under this Section that all keys or notes of combinations of safes or strongrooms will be in **Your** custody or that of an authorised **Employee** during **Business Hours** and not left in the **Premises** out of **Business Hours**.

In the event of breach of this term, **We** shall have no liability under this **Policy**, unless **You** show that non-compliance with this term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

### 3) LOCKED SAFES AND CONTAINERS

It is a condition under this Section that **You** shall secure and lock all safes and other **Money** containers (excluding cash registers) whenever such containers are left unattended.

In the event of breach of this term, **We** shall have no liability under this **Policy**, unless **You** show that non-compliance with this term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

### 4) RECORDS

It is a condition under this Section that **You** shall keep a record of all **Money** insured under this Section and such record shall be kept in a secure place other than in safes or strongrooms on the **Premises** or the private dwelling or domestic living quarters of **You** or safes of any authorised partner, director or **Employee**.

In the event of breach of this term, **We** shall have no liability under this **Policy**, unless **You** show that non-compliance with this term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

## ASSAULT

### COVER

**We** will cover **You** if any **Person Insured** suffers **Injury** caused as the direct result of robbery or any attempted robbery in the course of the **Business** which will independently of any other cause be the sole cause of the relevant condition as set out in the Scale of Benefits below unless otherwise stated in the **Policy**.

## SCALE OF BENEFITS

### 1) DEATH

Death occurring within 104 weeks of suffering the **Injury** - €25,000.

### 2) LOSS OF LIMB

Total loss by physical severance, or total loss of use of, one or more hands or feet - €10,000.

### 3) LOSS OF SIGHT OR SPEECH OR HEARING

Total and irrecoverable loss of

- all sight in one or both eyes or
- the power of speech or
- the sense of hearing

occurring within 104 weeks of suffering the **Injury** - €10,000.

### 4) PERMANENT TOTAL DISABLEMENT

(other than Loss of Limb or Loss of Sight Speech or Hearing) - €10,000.

### 5) TEMPORARY TOTAL DISABLEMENT

€100 for each week of disablement.

### 6) CLOTHING AND PERSONAL EFFECTS

**Damage** to clothing and personal effects belonging to any **Person Insured** - replacement of such items up to a maximum of €1,000.

### 7) MEDICAL EXPENSES

Up to a maximum sum insured of €1,000.



## BENEFITS AND LIMITATIONS FOR EACH PERSON

- 1) **We** shall not pay Benefits for **Injury** insofar as it is directly or indirectly due to or prolonged by pregnancy or childbirth.
- 2) **We** shall pay Benefit for only one of Items 1 to 4 inclusive for any one person.
- 3) **Permanent Total Disablement** must commence within 104 weeks of suffering the **Injury** and will not be payable until 104 weeks after the date of suffering the **Injury**.
- 4) **Temporary Total Disablement**
  - a) €100 for each week of disablement
  - b) Payable for a maximum of 104 weeks from the date of suffering the **Injury**
  - c) Is no longer payable once Benefit 1, 2, 3 or 4 becomes claimable
- 5) **Damage** to Clothing and Personal Effects up to a maximum of €500.
- 6) The **Person Insured** must have received medical attention from and continued under the care of a qualified medical practitioner.

## SECTION EXTENSIONS

### Counselling & Support

**We** will cover **You** as a result of the theft or attempt theft of **Money**, at any of the situations defined under Loss of **Money** of this **Policy** or of other property from the **Premises** during **Business Hours**,

The **Person Insured** shall suffer social and/or emotional impairment following assault or violence, or threat thereof, **We** shall pay the fees for professional counselling but not exceeding

- a) any hourly cost of more than €40
- b) €1,000 for any **Person Insured** in total for all claims or series of claims, arising out of any one original cause and
- c) €5,000 in total for all **Persons Insured** and in total for all claims or series of claims, arising out of any one original cause

## SECTION EXCEPTIONS

**We** will not cover **You** under this Section for

- 1) any amount exceeding the Benefits set out in the Scale of Benefits
- 2) any **Person Insured** under the age of 16 or over the age of 70.

## SECTION 4 GOODS IN TRANSIT

### DEFINITIONS

The following additional Definitions apply to this Section and shall keep the same meaning wherever they appear in bold type in the Section. They should also be read in conjunction with the General Definitions at the start of the **Policy**.

#### Goods

Goods belonging to **You** or held by **You** in trust and for which **You** are responsible.

### COVER

**We** will cover **You** in the event of **Damage** to the **Property Insured** as defined in Section 1 **Property Damage** whilst in transit by vehicles owned, hired or leased by **You** (including loading and unloading and temporary housing in course of transit) anywhere within the **Territorial Limits**.

### LIMIT OF LIABILITY

The Sum Insured stated in the **Schedule** in respect of any one **Period of Insurance**.

### UNDERINSURANCE

If at the time of loss, destruction or damage, the maximum any one vehicle limit is less than the total value of the **Goods** and Tools in or on any Vehicle, the amount payable by **Us** will be proportionately reduced.

### AUTOMATIC REINSTATEMENT OF LOSS

Unless there is written notice by **Us** to the contrary, in consideration of Sums Insured or limits of liability not being reduced by the amount of any claim provided that **You** undertake to pay the appropriate additional premium; however this will not apply in relation to **Damage** caused by theft or attempted theft.

## SECTION EXTENSIONS

### 1) DAMAGE TO PACKING MATERIALS

**We** will cover **You** in respect of any **Damage** to packing materials, pallets, protective sheeting, ropes, tarpaulins, chains and toggles, belonging to **You**, while being carried on the vehicle.

The maximum amount payable under this Extension shall not exceed €10,000.

### 2) TRANSFER COSTS

**We** will cover **You** in respect of any additional costs necessarily incurred in transferring such **Goods** to another vehicle and carrying to the original destination, consequent upon fire or overturning or collision of the conveying vehicle.

The maximum amount payable under this Extension shall not exceed €10,000 any one claim.

### 3) RELOADING COSTS

**We** will cover **You** in respect of any additional costs necessarily incurred in

- reloading such property which has fallen from the conveying vehicle; or
- resecuring such property where there is a dangerous movement of the load

The maximum amount payable under this Extension shall not exceed €10,000 any one claim.

### 4) DEBRIS REMOVAL COSTS

**We** will cover **You** in respect of any additional costs necessarily incurred in removing debris, consequent upon **Damage** to the **Goods** in transit. The maximum amount payable under this Extension shall not exceed €10,000 any one claim.

### 5) PERSONAL EFFECTS

**We** will cover **You** in respect of any **Damage** to personal effects belonging to the driver and/or attendant, whilst carried in any vehicle which is conveying **Goods** in transit.

The maximum amount payable under this Extension shall not exceed €500 per person.

### 6) SUBSTITUTED VEHICLES

**We** will cover **You** in respect of any **Damage** to **Goods** in transit arising out of the use of any vehicle substituted by **You** whilst **Your** own vehicle is undergoing service or repair.

The maximum amount payable under this Extension shall not exceed the Sum Insured applicable to the vehicle undergoing service or repair.

### 7) EXPORTS & IMPORTS COVER

**We** will cover **You** against loss of or **Damage** to **Goods** occurring during the **Period of Insurance**, consigned to an address outside the geographical limits, where,

by agreement, **You** are responsible for all expenses and insurance prior to delivery of the property over ships, rail or on aircraft. The cover will apply whilst in transit within the **Territorial Limits** and for a period of up to 30 days whilst the property is temporarily stored awaiting shipment on any quayside or in any dock or airport store.

**Our** maximum cover is up to the limit shown in your **Schedule** for loss of or **Damage** to property occurring during the **Period of Insurance**, consigned to you from an address within the **Territorial Limits**, if it is **Your** responsibility to insure.

#### 8) PACKING COVER

**We** will cover **You** up to the limit shown in your **Schedule** for accidental loss of or **Damage** to property during the **Period of Insurance** within the **Territorial Limits** whilst

- a) in transit to or from **Premises** where the property is being packed for transit
- b) on the **Premises** where the property is being packed for transit, excluding loss or damage caused by or through the process of packaging

#### 9) ROPES AND TARPAULINS COVER

**We** will cover **You** for accidental loss of or **Damage** to tarpaulins, sheets, trailer curtains, ropes, chains, webbing straps and packing materials belonging to **You** or for which **You** are responsible, not insured under any other policy, occurring during the **Period of Insurance** within the **Territorial Limits**, whilst carried on a vehicle. The maximum amount **We** will pay is €500 any one claim.

#### 10) SAMPLES COVER

**We** will cover **You** for loss or **Damage** to travellers stock or samples occurring during the **Period of Insurance** within the geographical limits, whilst in transit or temporarily removed from a vehicle during transit and kept in a locked room or a locked **Building**, provided that the stock or samples remain under the custody or control of **You** or **Your Employee**. The maximum amount **We** will pay is €500 any one claim.

## SECTION EXCEPTIONS

**We** will not cover **You** under this Section for:

- a) Theft from any unattended vehicle unless such vehicle is securely locked and all alarms and other security devices have been made operative
- b) Theft between the hours of 9.00 p.m. and 6.00a.m. unless any unattended vehicle is kept within a securely locked building or compound
- c) The deterioration of goods conveyed in frozen, chilled or insulated condition due to faulty stowage or incorrect setting or operation of the equipment or variations in temperature unless directly due to fire or accident to the conveying vehicle or by theft or attempted theft
- d) Any consequential, indirect loss or loss or **Damage** due to delay
- e) **Damage** to bills of exchange, promissory notes, money securities for money stamps, precious stones, precious metals, works of art, rare books, securities of any description, jewellery, bullion or loss or death of or **Bodily Injury** to living creatures
- f) Spillage, leakage, fermentation, taint, contamination, deterioration, mechanical or electrical breakdown of any goods or merchandise unless directly traceable to fire, lightning or road accident happening to the vehicle transporting the **Goods** insured
- g) Depreciation, deterioration or contamination, unless caused by accident to the conveying vehicle
- h) Inherent vice, leakage or ordinary loss in weight or volume
- i) Bruising, scratching, chipping, denting, rust, oxidisation or discolouration
- j) Faults in processing or the insufficiency or unsuitability of packing or preparation
- k) **Damage** to **Goods** insured in or on soft topped, open topped, open sided or curtain sided vehicles, caused by theft or attempted theft (unless the conveying vehicle is stolen at the same time) or storm.

## SECTION 5 FROZEN FOOD

### COVER

**We** will cover **You** in respect of **Damage** to frozen or chilled stock in any freezer cabinet, deep freezer, cold room, cold store or chilled cabinet at the **Premises** occurring during the **Period of Insurance** caused by or arising from

- i) a rise or fall in temperature owing to a breakdown of the refrigeration machine
- ii) accidental escape or leakage of refrigerant fumes
- iii) accidental failure of the supply of electricity

### LIMIT OF LIABILITY

The Sum Insured stated in the **Schedule** in respect of any one **Period of Insurance**.

### BASIS OF CLAIMS SETTLEMENT

Claims under this Section will be settled either on the basis of an amount equal to the cost price of the sum insured at the time of **Damage** or, at **Our** option, its replacement.

### AUTOMATIC REINSTATEMENT

In the absence of written notice by **Us** to the contrary the amount of Sum Insured by this Section shall not be reduced by the amount of any claim under this Section and in return **You** undertake to pay the appropriate extra premium at a rate to be agreed on the amount of the loss from the date the **Damage** occurs.

### UNDERINSURANCE

- a) Each of the amounts set out under Sums Insured in the **Schedule** is declared to be separately subject to Average
- b) Whenever a sum insured is declared to be subject to Average if such amount shall at the commencement of any **Damage** be less than the value of the Freezer Contents then **You** will be considered self-insured for the difference and the amount payable by **Us** in respect of such **Damage** shall be proportionately reduced

## SECTION EXCEPTIONS

**We** will not cover **You** under this Section for

- 1) **Damage** caused by
  - a) the wilful act or neglect of **You**, or any of **Your** partners, directors or **Employees**
  - b) the deliberate act of any electricity or gas supply authority or the exercise by any such authority to withhold or restrict supply
  - c) any appliance which is more than five years old
  - d) wear and tear of, deterioration of or gradually developing flaws or defects in refrigerating plant or the incorrect setting of thermostats or automatic controls
- 2) **Damage** to stock which have passed its sell by, use by or best before date set by the manufacturers
- 3) consequential loss of any kind or description;
- 4) the **Excess** as shown in the **Schedule**

## SECTION 6 LOSS OF LICENCE

### DEFINITIONS

The following additional Definitions apply to this Section and shall keep the same meaning wherever they appear in bold type in the Section. They should also be read in conjunction with the General Definitions at the start of the **Policy**.

#### Licence

A Licence granted to **You** under the current Licencing Act in respect of the sale of intoxicating liquor of all description and/or beer and/or wine and/or cider.

### COVER

**We** will cover **You** in respect of the depreciation in value of **Your** interest in the **Premises** occurring during the **Period of Insurance** arising solely from

- a) forfeiture due to the appropriate legislation covering the issue of such **Licence** in respect the **Premises** or
- b) refusal to renew the **Licence** in respect of the **Premises** by the appropriate licensing council from causes beyond **Your** control during the **Period of Insurance**

### LIMIT OF LIABILITY

The Sum Insured stated in the **Schedule** in respect of any one **Period of Insurance** and in addition **We** will pay for costs with **Our** written consent incurred with any appeal against forfeiture or refusal to renew.

### BASIS OF CLAIMS SETTLEMENT

Claims under this Section will be settled on the basis of an amount equal to the depreciation in value of **Your** interest in the **Premises**.

## SECTION CONDITIONS

- a) It is a condition under this Section that **You** shall notify **Us** in writing immediately **You** become aware of any
  - i) change in tenancy or management of the **Business**
  - ii) transfer or proposed transfer of the **Licence**
  - iii) complaint against the **Business**
  - iv) proceedings against or conviction of **You**, the **Licence** holder, manager or occupier of the **Premises** for any breach of the licensing laws or any other matter whereby the character or reputation of the person concerned is affected with respect to their honesty moral standing or sobriety
  - v) objection to renewal or other circumstances which might endanger the licence or its renewal
  - vi) alteration in the purpose for which the **Premises** are used
- b) In the event of a forfeiture or refusal of renewal of the **Licence** **You** must notify **Us** immediately on becoming aware of such forfeiture or refusal of renewal and also state the grounds upon which forfeiture or refusal has been made
- c) To the extent that **You** are accountable to the tax authorities for Value Added Tax all terms in this Section shall be exclusive of such tax

## SECTION EXCEPTIONS

**We** will not cover **You** under this Section

- 1) if **You** are entitled to any payment or compensation under any legislation in respect of any refusal to renew the **Licence**
- 2) where the loss of **Licence** arises out of
  - a) any town planning improvement or redevelopment
  - b) compulsory purchase or surrender
  - c) a reduction or redistribution of licences
- 3) if there is any alteration in the law affecting the granting surrender or forfeiture of or refusal to renew any **Licence**

## SECTION 7 ALL RISKS SPECIFIED EQUIPMENT

### DEFINITIONS

The following additional Definitions apply to this Section and shall keep the same meaning wherever they appear in bold type in the Section. They should also be read in conjunction with the General Definitions at the start of the **Policy**

#### **Specified Property**

The property specified in the **Schedule** as insured under this Section.

### COVER

**We** will cover **You** for **Damage** to the **Specified Property** by payment or at **Our** option replacement or repair occurring within the **Territorial Limits**.

### LIMIT OF LIABILITY

**We** will pay the Sum Insured against each item of **Specified Property** in respect of any one event.

### BASIS OF SETTLEMENT

- 1) The basis upon which the amount payable is to be calculated shall be the reinstatement of the **Specified Property** subject to the following
  - a) where the **Specified Property** is lost the replacement by similar property
  - b) where the **Specified Property** is damaged the cost of repair

in either case to a condition substantially the same but not better or more extensive than its condition when new.

### SPECIAL CONDITIONS

- 1) Reinstatement must be commenced and carried out within a practical time frame
- 2) The cost of repair shall not exceed the replacement value as new of the **Specified Property**
- 3) Where for any reason no payment is to be made beyond the value of the **Specified Property** at the time of loss or the amount of the **Damage** **We** will not be liable for wear, tear and depreciation and the insurance in respect of such loss or **Damage** shall be subject to the under noted Condition of Underinsurance

### CONDITION OF UNDERINSURANCE

If at the time of **Damage** the Sum Insured in respect of any item of **Specified Property** insured hereunder is less than its value the amount payable shall be proportionately reduced.

## SECTION EXCEPTIONS

**We** will not cover **You** under this Section for

- 1) **Damage** to the **Specified Property** caused by or consisting of
  - a) mechanical or electrical breakdown or derangement or its own overrunning, short circuiting or self-heating
  - b) corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, marring, scratching, vermin or insects
  - c) depreciation
  - d) change in temperature, colour, flavour, texture or finish
  - e) any process of cleaning, dyeing, alteration or adjusting
  - f) atmospheric or climatic conditions, or action of light
  - g) inherent vice, latent defect, gradual deterioration, wear and tear, frost, its own faulty or defective design, workmanship or materials
- 2) theft or attempted theft from any unattended vehicle
- 3) theft or attempted theft at the **Premises** unless involving entry or exit by forcible and violent means
- 4) theft where any person in **Your** employment or **Your** family is involved as principal or accessory
- 5) loss or **Damage** caused by delay confiscation or detention by customs or other officials or authorities
- 6) consequential loss of any kind
- 7) any one **Specified Property** covered under this section exceeding €5,000 unless otherwise stated in the **Schedule**
- 8) **Excess** stated in the **Schedule**

## SECTION 8 EMPLOYERS LIABILITY

### DEFINITIONS

The following additional Definitions apply to this Section and shall keep the same meaning wherever they appear in bold type in the Section. They should also be read in conjunction with the General Definitions at the start of the **Policy**

#### Safety Legislation Costs

**Costs and Expenses** of legal representation in connection with an alleged breach of statutory duty under Health and Safety, Consumer Protection or Food Safety legislation, enacted within the **Territorial Limits**.

### COVER

**We** will cover **You** against legal liability to pay compensation and **Claimant's Costs** in respect of **Bodily Injury** sustained by any **Employee** caused during the **Period of Insurance** within the **Territorial Limits** and arising out of their employment.

**We** will also pay **Defence Costs**.

### LIMIT OF LIABILITY

**Our** liability for all compensation, and **Costs and Expenses** in respect of or arising out of any one event or all events of a series consequent on one original cause will not exceed the Limit of Indemnity stated in the **Policy Schedule**.

### RIGHT OF RECOVERY

The indemnity provided under this Section is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to **Employees** in the **Territorial Limits**.

**You** must repay to **Us** all sums paid by **Us** that **We** would not have been liable to pay but for the provisions of such law.

## SECTION EXTENSIONS

### 1) SAFETY LEGISLATION COSTS COVER

**We** will cover **You** and if **You** so request any of **Your** partners, directors or **Employees** within the terms of this Section for **Safety Legislation Costs** in respect of any **Bodily Injury** occurring during the **Period of Insurance**, in circumstances where there is also a claim or potential claim against **You** for damages. **You** must obtain **Our** prior consent to legal representation and **We** will only agree to payment on a fee basis agreed by **Us**.

If a claim for damages is settled or is withdrawn **We** will have no further liability other than in respect of **Costs and Expenses** of legal representation incurred before the date of the claim, payment or withdrawal of the claim. If at any time a claim for damages remains unsettled and **You** wish to appeal against conviction, **We** will agree to **Costs and Expenses** of legal representation if, in the opinion of Counsel (appointed by mutual consent), such an appeal is more likely to succeed than not and the total amount of damages and claimants costs are likely to exceed the total cost of legal representation.

If **We** have consented to legal representation at court proceedings, **We** will also pay the legal costs of prosecution awarded against **You**, or any person entitled to cover under this section, in connection with the proceedings.

**We** will not pay

- a) fines or penalties of any kind
- b) any amounts in respect of proceedings or appeals in respect of any deliberate act or omission
- c) **Costs and Expenses** of an appeal against improvement or prohibition notices
- d) **Costs and Expenses** on indictment for manslaughter, corporate manslaughter, corporate homicide or culpable homicide, other than **Safety Legislation Costs** already incurred
- e) **Costs and Expenses** covered by any other policy
- f) **Costs and Expenses** of any investigation or prosecution brought other than under the laws of the **Territorial Limits**

### 2) COMPENSATION FOR COURT ATTENDANCE

In the event of the under mentioned persons attending court as a witness at **Our** request in connection with a claim in respect of which **You** are entitled to indemnity under this Section **We** will provide compensation to **You** at the following rates per day for each day on which attendance is required

- a) any of **Your** directors or partners €500
- b) any of **Your Employees** €250



### 3) UNSATISFIED COURT JUDGEMENTS

Where a Judgement for damages has been obtained by any **Employee** or the legal personal representatives of any **Employee**:

- a) in respect of Injury sustained by the **Employee** arising out of and in the course of employment by **You** in the **Business** during the **Period of Insurance**; or
- b) against any company or individual, other than **You**, operating from or resident in premises within the Republic of Ireland, Great Britain, Northern Ireland, the Channel Islands or the Isle of Man and
- c) such Judgement remains unsatisfied in whole or in part six (6) months after the date of judgement;

then at **Your** request **We** will pay to the **Employee** or the said legal personal representatives the amount of any such damages and any awarded costs to the extent that they remain unsatisfied.

Provided that:

- i) there is no appeal outstanding;
- ii) if any payment is made by **Us** the **Employee** or the said legal personal representatives shall assign the Judgement to **Us**;
- iii) the legal proceedings (in which the Judgement was obtained) were commenced during the **Period of Insurance** in order to receive such damages;
- iv) **We** would have covered **Your** liability if the claim had been made under this Section;
- v) **You** notified **Us** that the **Employee** intends to commence proceedings and **We** agree to provide cover in respect of those proceedings;
- vi) the Judgement is made by any Court of Law in the Republic of Ireland or the European Union; and
- vii) **Our** liability for damages costs and expenses shall not exceed the amount stated as the Limit of Liability in the **Schedule**

### 4) CROSS LIABILITIES

If more than one entity is referred to in the **Schedule** each entity so named shall be considered as a separate and distinct entity and the words **You/Your** shall be construed as applying to each separate entity in the same manner as if a separate **Policy** had been issued to each one. Provided always that **Our** liability for all compensation and **Costs and Expenses** payable as a result of any one event or series of events consequent upon one source or original cause shall not exceed in the aggregate the Limit of Indemnity stated in the **Schedule**.

### 5) INDEMNITY TO PRINCIPAL

**We** will at **Your** request cover any principal to the extent required by the contract between **You** and the principal in respect of liability arising from the performance of work by **You** for such principal, provided that

- a) **We** retain sole conduct and control of any claim
- b) the principal will observe, fulfil and be subject to the terms, conditions, exceptions and limits of this **Policy** insofar as they can apply.

### 6) PERSONAL LIABILITY COVER

**We** will at **Your** request and if no other insurance is in force, provide cover under this extension for legal liability in respect of

- a) any of **Your** directors, partners or **Employees** whilst
  - i) performing their normal duties in connection with the **Business**
  - ii) work is being carried out on behalf of a director or officer by an **Employee** with **Your** consent
  - iii) acting in a personal capacity, during the course of a trip or journey arranged for the purpose of the **Business**
- b) the spouse, civil partner, domestic partner or any children accompanying a director or **Employee** in the course of a **Business** trip or journey.

### 7) ADDITIONAL BUSINESS ACTIVITIES COVER

**We** will cover **You** under this extension to include the following activities of the **Business**

- a) providing and managing amenities for the benefit and welfare of **Employees**
- b) owning, repairing, maintaining and decorating your **Premises**
- c) providing and managing facilities primarily used for fire prevention, safety or security at **Your Premises**
- d) maintaining and repairing vehicles and machinery owned or used by **You**
- e) private work **You** allow employed person(s) to do for **Your** directors, partners or officers, as long as this work is done with your prior permission
- f) the sale or disposal of **Business** assets

### 8) ADDITIONAL PERSONS INSURED

- a) In the event of the death of any person entitled to indemnity under this Section, **We** will indemnify in the terms of this **Policy** the deceased's legal personal representatives but only in respect of liability incurred by such deceased person
- b) At **Your** request **We** will indemnify in the terms of this Section
  - i) any director of **Yours** or **Employee** in respect of liability arising in connection with the **Business**, provided that **You** would have been entitled to indemnity under this Section if the claim had been made against **You**
  - ii) any officer, committee member or member of **Your** canteen, sports, social or welfare organisations, fire, security, first aid, medical or ambulance services in their respective capacities as such



- iii) any director or senior official of **Yours** in respect of private work undertaken by any **Employee** for such director or senior official, provided that
  - 1) any persons specified above shall as though they were **You** be subject to the terms Conditions and Exceptions of this **Policy** in so far as they can apply.
  - 2) **We** shall retain the sole conduct and control of all claims

## SECTION EXCEPTIONS

**We** will not provide cover under this Section for

- 1) liability arising out of manual work performed by **You** or on **Your** behalf away from **Your Premises** other than collection or delivery unless otherwise stated on the **Policy Schedule** or **Proposal**.
- 2) **Bodily Injury** arising **Offshore**
- 3) liability in respect of **Bodily Injury** to any **Employee** arising out of the ownership, possession or use by or on **Your** behalf of any mechanically propelled vehicle or trailer attached thereto if such liability is required by any road traffic legislation to be the subject of compulsory insurance or other security
- 4) Liability arising in connection with
  - a) any work or demolition, except demolition solely undertaken with hand held tools, and of structures not exceeding 5 metres in height when such work forms an ancillary part of a contract for construction, alteration or repair
  - b) the construction, alteration, maintenance or repair of bridges, canals, docks, piers, harbours, dams, viaducts, towers, steeples, spires, pylons or chimney shafts
  - c) the construction of or any work in or on railways, railway installations, airports or aerodromes runways, manoeuvring areas or aprons or those parts of airports or aerodromes to which aircraft have access, aircraft, watercraft, blast furnaces, chimney shafts, collieries, dams, gas works, mines, power stations, steeples, towers, tunnels, viaducts, quarries, chemical works, petrochemical works, nuclear power plants, oil refineries or fuel depots
  - d) underpinning, pile driving, the use of explosives, water diversion, sub aqua work, work undertaken in or on offshore rigs or platforms
  - e) work carried out within airport buildings, other than work which:
    - i) is only carried out within the airport terminal building
    - ii) does not involve any work beyond the departure gates at the terminal
    - iii) does not involve the structure of any building
  - f) legal liability arising out of **Asbestos** including but not limited to
    - i) exposure to
    - ii) inhalation of
    - iii) fears of the consequence of exposure to or inhalation of
    - iv) the costs incurred by anyone in repairing, removing, replacing, rectifying, reinstating or managing (including those of any persons under any statutory duty to manage) any property arising out of the presence of **Asbestos**, including any product containing **Asbestos**

## SECTION 9 PUBLIC/PRODUCTS LIABILITY

### DEFINITIONS

The following additional Definitions apply to this Section and shall keep the same meaning wherever they appear in bold type in the Section. They should also be read in conjunction with the General Definitions at the start of the **Policy**

#### Business

For the purpose of this Section only, the General Definition of **Business** is extended to include

- a) the ownership, repair, maintenance and decoration of the **Premises**
- b) private work undertaken by any **Employee** for **You**, or with **Your** consent, for any director of the Insured or partner of the Insured or other **Employee**; and
- c) the provision and management of canteen, sports, social and welfare organisations, for the benefit of **Employees** and fire, security, first aid, medical and ambulance services

#### Products Supplied

Any goods or other property (including their containers, packaging, labelling and instructions for use) sold, supplied, delivered, installed, erected, repaired, altered, treated or tested by **You** in connection with the **Business** and not in the charge or control of **You**.

#### Safety Legislation Costs

**Costs and Expenses** of legal representation in connection with an alleged breach of statutory duty under Health and Safety, Consumer Protection or Food Safety legislation, enacted within the **Territorial Limits**.

### COVER

**We** will cover **You** against legal liability to pay compensation and **Claimant's Costs** in respect of accidental

- a) **Bodily Injury** to any person other than an **Employee**
- b) Loss or **Damage** to material property
- c) Obstruction, trespass, nuisance or interference with any right of way, air, light or water or other easement
- d) Wrongful arrest, detention, imprisonment or eviction of any person or invasion of the right of privacy

occurring within the **Territorial Limits** during the **Period of Insurance** and happening in connection with the **Business**. **We** will also pay for **Defence Costs**.

### LIMIT OF INDEMNITY

**Our** liability for all damages including **Costs and Expenses** payable as a result of any one event or series of events consequent upon one source or original cause shall not exceed the Limit of Indemnity stated in the **Schedule** but in respect of **Products Supplied** this limit will apply to all events occurring in any one **Period of Insurance**.

Where cover is provided by this Section for liability in respect of occurrences in the United States of America or Canada or their dependencies or trust territories, the Limit of Indemnity stated in the Schedule shall be the maximum amount payable and due by **Us** inclusive of all costs and expenses.

## SECTION EXTENSIONS

### 1) SAFETY LEGISLATION COSTS COVER

**We** will cover **You** and if **You** so request any of **Your** partners, directors or **Employees** within the terms of this Section for **Safety Legislation Costs** in respect of any **Bodily Injury** occurring during the **Period of Insurance**, in circumstances where there is also a claim or potential claim against **You** for damages. **You** must obtain **Our** prior consent to legal representation and **We** will only agree to payment on a fee basis agreed by **Us**.

If a claim for damages is settled or is withdrawn **We** will have no further liability other than in respect of **Costs and Expenses** of legal representation incurred before the date of the claim, payment or withdrawal of the claim. If at any time a claim for damages remains unsettled and **You** wish to appeal against conviction, **We** will agree to **Costs and Expenses** of legal representation if, in the opinion of Counsel (appointed by mutual consent), such an appeal is more likely to succeed than not and the total amount of damages and claimants costs are likely to exceed the total cost of legal representation.

If **We** have consented to legal representation at court proceedings, **We** will also pay the legal costs of prosecution awarded against **You**, or any person entitled to cover under this section, in connection with the proceedings.

**We** will not pay

- a) fines or penalties of any kind
- b) proceedings or appeals in respect of any deliberate act or omission
- c) **Costs and Expenses** of an appeal against improvement or prohibition notices

- d) **Costs and Expenses** on indictment for manslaughter, corporate manslaughter, corporate homicide or culpable homicide, other than **Safety Legislation Costs** already incurred
- e) **Costs and Expenses** covered by any other policy
- f) **Costs and Expenses** of any investigation or prosecution brought other than under the laws of the **Territorial Limits**.

## 2) CROSS LIABILITIES

If more than one entity is referred to in the **Schedule** each entity so named shall be considered as a separate and distinct entity and the words **You/Your** shall be construed as applying to each separate entity in the same manner as if a separate **Policy** had been issued to each one. Provided always that **Our** liability for all compensation and **Costs and Expenses** payable as a result of any one event or series of events consequent upon one source or original cause shall not exceed in the aggregate the Limit of Indemnity stated in the **Schedule**.

## 3) INDEMNITY TO PRINCIPAL

**We** will at **Your** request cover any principal to the extent required by the contract between **You** and the principal in respect of liability arising from the performance of work by **You** for such principal, provided that

- a) **We** retain sole conduct and control of any claim
- b) the principal will observe, fulfil and be subject to the terms, conditions, exceptions and limits of this **Policy** insofar as they can apply

## 4) OVERSEAS PERSONAL LIABILITY

**We** will cover **You** and if **You** so request any of **Your** directors, partners or **Employees** or spouse of such person against legal liability incurred in a personal capacity whilst temporarily outside the **Territorial Limits** in connection with the **Business**.

The indemnity will not apply

- a) to legal liability arising out of the ownership or occupation of land or **Buildings**
- b) in respect of which any person referred to above is entitled to indemnity under any other insurance

## 5) MOTOR CONTINGENT LIABILITY (NON- OWNED)

**We** will cover **You** in respect of liability arising out of the use of any motor vehicle not belonging to or provided by **You** and being used in the course of the **Business** anywhere within the **Territorial Limits**.

This section does not cover liability

- a) in respect of **Damage** to the vehicle or any property contained within it
- b) incurred by any party other than **You** or with **Your** consent by any person who does not hold a licence to drive such a vehicle

- c) which is insured or would but for the existence of this Section be insured under any other insurance

## 6) DATA PROTECTION ACT

**We** will cover **You** in respect of liability and **Defence Costs** arising under the Data Protection Act 2018 to pay compensation for damage or distress provided that

- a) the process of registration under the above Act has been commenced or completed by **You** and the application has not been refused or withdrawn
- b) no liability arises as a result of **You** acting as a Data Processor

**We** shall not be liable in respect of

- i) the recording or provision of data for reward or for determining the financial status of any person
- ii) any liability which arises as a result of **Your** deliberate act or omission and which could have been expected by **You** having regard to the nature and circumstances of such act or omission

For the purposes of this Extension the phrases or words 'Data Processor' and 'Data' shall carry the same meaning as defined under the Data Protection Act 2018.

## 7) COMPENSATION FOR COURT ATTENDANCE

In the event of any of the under mentioned persons attending court as a witness at **Our** request in connection with a claim in respect of which **You** are entitled to cover under this Section **We** will provide compensation to **You** at the following rates per day for each day on which attendance is required

- a) any of **Your** directors or partners - €500
- b) any of **Your Employees** - €250

## 8) LEASED OR RENTED PREMISES

**We** will cover **You** in respect of legal liability for **Damage to Premises** leased or rented to **You** provided that this extension shall not apply to

- a) liability arising under agreement unless legal liability would have attached to **You** in the absence of such agreement
- b) the first €500 in respect of any claim caused otherwise than by fire or explosion

## 9) ADDITIONAL BUSINESS ACTIVITIES COVER

**We** will cover **You** under this extension to include the following activities of the **Business**

- a) providing and managing amenities for the benefit and welfare of **Employees**
- b) owning, repairing, maintaining and decorating your **Premises**
- c) providing and managing facilities primarily used for fire prevention, safety or security at **Your Premises**

- d) maintaining and repairing vehicles and machinery owned or used by **You**
- e) private work **You** allow employed person(s) to do for **Your** directors, partners or officers, as long as this work is done with your prior permission
- f) the sale or disposal of **Business** assets

#### 10) ADDITIONAL PERSONS INSURED

- a) In the event of the death of any person entitled to cover under this Section, **We** will cover in the terms of this **Policy** the deceased's legal personal representatives but only in respect of liability incurred by such deceased person
- b) At **Your** request **We** will cover in the terms of this Section
  - i) any director of **Yours** or **Employee** in respect of liability arising in connection with the **Business**, provided that **You** would have been entitled to indemnity under this Section if the claim had been made against **You**
  - ii) any officer, committee member or member of **Your** canteen, sports, social or welfare organisations, fire, security, first aid, medical or ambulance services in their respective capacities as such;
  - iii) any director or senior official of **Yours** in respect of private work undertaken by any **Employee** for such director or senior official, provided that
    - 1) any persons specified above shall as though they were **You** be subject to the terms Conditions and Exceptions of this **Policy** in so far as they can apply.
    - 2) **We** shall retain the sole conduct and control of all claims

#### 11) ENVIRONMENTAL CLEAN UP COVER

**We** will cover **You** for any clean up costs which **You** are legally liable to pay, under a notice or order imposed upon **You** by an enforcing authority, arising from a release or escape of pollutants, onto or into land, surface water or ground water.

Cover will only apply to a sudden incident which happens at a specific time and place during the **Period of Insurance** in connection with the **Business**, within the **Territorial Limits**.

The maximum **We** will pay for all clean up costs, as a result of one sudden incident or all such incidents happening during any one **Period of Insurance**, is €100,000.

Where a claim for damages arises in addition to clean up costs as a result of the same sudden incident, the maximum **We** will pay for the total amount of damages and clean up costs added together, will not exceed the public liability limit of indemnity shown in your **Schedule**.

**We** will not cover any part of a claim for clean up costs

- a) at, in or upon property that is or was, owned by **You**, or in your possession, or in **Your** custody or under **Your** control
- b) to achieve an improvement or alteration in the condition of the land, or any surface or ground water beyond that
  - i) necessary to meet the standards required by law at the start of remediation
  - ii) existing at the time of a sudden incident for which a claim is made under this section

#### 12) WRONGFUL ARREST

**We** will provide cover for the legal liability **You** have arising out of wrongful arrest, detention, imprisonment, eviction or wrongful accusation of shoplifting of any person up to €50,000 in any one period of insurance.

## SECTION EXCEPTIONS

**We** will not cover **You** under this Section in respect of

- a) legal liability caused by or arising from
  - 1) Death or **Bodily Injury** to any **Employee**.
  - 2) **Damage** to
    - a) property belonging to **You**
    - b) property which is leased, let, rented, hired or lent to or which is the subject of a bailment to **You**
  - 3) The cost of replacing or making good
    - a) **Your** faulty defective or incorrect workmanship; or
    - b) materials, goods or other property supplied, installed or erected by **You** or on **Your** behalf
  - 4) Fines, penalties, liquidated, punitive, exemplary or aggravated damages.
  - 5) **Damage** caused by pollution or contamination other than pollution or contamination caused by a sudden identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the **Period of Insurance**.
  - 6) **Damage** caused arising out of the ownership, possession or use by or on **Your** behalf of any mechanically propelled vehicle (or trailer attached thereto) which is required by any road traffic legislation to be the subject of compulsory insurance or other security but this Exception shall not apply
    - a) while such vehicle is being used as a tool of trade other than in respect of liability which is compulsorily insurable under road traffic legislation

- b) in respect of the loading or unloading of such vehicle or the delivery or collection of goods to or from such vehicle except where more specifically insured by any other **Policy**
- 7) Any professional advice, design, formula or specification provided by **You** or on **Your** behalf for a fee.
- 8) Any **Product Supplied** which:
  - i) to **Your** knowledge is incorporated in any aircraft, aero-spatial or aerial device
  - or
  - ii) results in the grounding of any aircraft, aero-spatial or aerial device.
- 9) Any **Products Supplied** knowingly exported directly or indirectly to the United States of America or Canada or their dependencies or trust territories.
- 10) **Damage** to property in **Your** charge, custody or control other than
  - a) personal effects and vehicles of **Your** partners, directors, **Employees** or visitors
  - b) **Premises** (and their contents) not belonging, leased, rented or hired to **You** but temporarily in **Your** charge, custody or control for the purpose of carrying out work
- 11) **Asbestos** including but not limited to
  - a) exposure to
  - b) inhalation of
  - c) fears of the consequence of exposure to or inhalation of
  - d) the costs incurred by anyone in repairing, removing, replacing, rectifying, reinstating or managing (including those of any persons under any statutory duty to manage) any property arising out of the presence of **Asbestos**, including any product containing **Asbestos**
- 12) Any **Product Supplied** which to **Your** knowledge is for use in the braking, steering, suspension system or other critical systems of
  - a) marine vessels
  - b) motor vehicles
  - c) rail vehicles
- 13) Any treatment given by **You** or on **Your** behalf.
- 14) The costs of remedying any defect or alleged defect in land or **Premises** sold or disposed of by **You** or for any reduction in value of land or premises.
- 15) The consequence of any breach of professional duty or any error or omission in any medical advice, examination, prescription or treatment given by **You**.
- 16) The making up, dispensing, sale, supply, prescription or exchange of any drugs, medicines, hypodermic needles or medical supplies or equipment of any kind.
- 17) The operation or arrangement by **You** or on **Your** behalf of travel, accommodation or leisure facilities for **Your** customers.
- 18) Liability in respect of injury loss or **Damage** caused by or arising out of the failure of any **Product Supplied** to perform their intended function.
- 19) Car parks under **Your** control unless they are free from defects, well-lit and clearly display a disclaimer notice stating that the management cannot accept responsibility for loss or **Damage** of property or vehicles in the car park
- 20) Liability for loss or **Damage** arising from the corruption of any data held on, created or processed by any electronic data processing equipment or system.
- 21) Liability for loss or **Damage** arising from or in connection with
  - a) libel slander or infringement of plans, copyright, patent, trade, name, trade mark or registered design
  - b) errors or omissions in broadcast or published material
- 22) Liability arising in connection with
  - a) any demolition, except demolition solely undertaken with hand held tools, and of structures not exceeding 5 metres in height when such work forms an ancillary part of a contract for construction, alteration or repair
  - b) the construction, alteration, maintenance or repair of bridges, canals, docks, piers, harbours, dams, viaducts, towers, steeples, spires, pylons or chimney shafts
  - c) the construction of or any work in or on railways, railway installations, airports or aerodromes runways, manoeuvring areas or aprons or those parts of airports or aerodromes to which aircraft have access, aircraft, watercraft, blast furnaces, chimney shafts, collieries, dams, gas works, mines, power stations, steeples, towers, tunnels, viaducts, quarries, chemical works, petrochemical works, nuclear power plants, oil refineries or fuel depots
  - d) underpinning, pile driving, the use of explosives, water diversion, sub aqua work, work undertaken in or on offshore rigs or platforms
  - e) work carried out within airport buildings, other than work which:
    - i) is only carried out within the airport terminal building



- ii) does not involve any work beyond the departure gates at the terminal
- iii) does not involve the structure of any building

### 23) Contractual Liability

Liability which is assumed by **You** by agreement unless such liability would have attached in the absence of such agreement.

- b) **We** will not cover the **Excess** specified in the Schedule or policy wording.

## SECTION CONDITIONS

### 1) BONA FIDE SUBCONTRACTORS CONDITION

The **Business** includes work undertaken on **Your** behalf by bona fide subcontractors provided that **You** have requested and received evidence on at least an annual basis that such bona fide subcontractors have effected public liability insurance which

- a) covers the work to be undertaken by the sub contractor
- b) is subject to an Indemnity Limit of not less than that provided by this **Policy**
- c) includes an indemnity to principal clause
- d) remains in force throughout the duration of the contract with **You**

**You** must also ensure the bona fide subcontractor has an approved Employers Liability insurance with a limit of indemnity not less than €13,000,000 any one occurrence.

For the purpose of this Condition the term bona fide subcontractors means any subcontractor engaged by **You** supplying both labour and materials for the purpose of the contract.

### 2) USE OF HEAT

It is a condition that the following precautions must be complied with each time that hot work is undertaken away from **Your Premises**

#### Blow Lamps, Blow Torches, Flame Guns and Hot Air Guns

- a) the area in which work is to be carried out to be examined and combustible property within the vicinity of the work either removed or as far as practicable covered by non-combustible materials
- b) suitable fire extinguishing appliances to be kept available for immediate use at the point of work or as near as is practicable
- c) blow lamps, blow torches and flame guns not to be lighted until required for use and extinguished immediately after use
- d) blow lamps are filled in the open only
- e) lighted blow lamps, blow torches and flame guns not to be left unattended

- f) hot air guns to be switched off when unattended
- g) a thorough safety check for signs of fire or combustion around, above or below the work area must be made immediately after each period of work and again between 30-60 minutes after completion of such work

#### Electric Oxy-Acetylene or other Welding or Cutting Equipment and Angle Grinders

- a) the area in which the work is to be carried out including adjoining shafts or openings and the area on the other side of any wall or partition to be inspected to see whether any combustible property other than the property to be worked upon is in danger of ignition either directly or by conduction of heat
- b) all combustible property to be removed to a distance of not less than six (6) metres from the point of work and property which cannot be moved to be covered and fully protected by overlapping sheets of non-combustible material or equivalent protection
- c) **You** shall arrange for a person who is competent in the use of fire extinguishing appliances to work in conjunction with the operative using the equipment to act as a fire watcher and to remain in attendance at all times until lighted flame equipment is extinguished
- d) suitable fire extinguishing appliances to be made available for immediate use at the point of work
- e) lighted welding or flame cutting equipment is never left unattended and extinguished after use
- f) gas cylinders not in use to be kept outside the building in which the work is taking place where practicable but in any event at least fifteen (15) metres from the point of application of the heat
- g) a thorough safety check for signs of fire or combustion around, above or below the work area must be made immediately after each period of work and again between 30-60 minutes after completion of such

The maximum liability under this condition for use of heat shall not exceed €2,600,000 for any one claim during any one **Period of Insurance**.

The **Excess** applicable to this condition only is €1,500 for each and every loss.



## SECTION 10 COMMERCIAL LEGAL EXPENSES

### POLICY INFORMATION

**This insurance is administered by MIS Underwriting Ltd and underwritten by AmTrust International Underwriters DAC, Registered in Ireland. Company No. 169384 is authorised and regulated by the Central Bank of Ireland. Registered office: 6-8 College Green, Dublin 2, Ireland.**

There will be no cover under this policy unless **You** have sought and followed the advice of the **Legal Helpline** as to the procedure to be adopted and have received specific authorisation from the **Legal Helpline**:

- 1) Before carrying out any disciplinary procedure or action
- 2) Before the dismissal of an **Employee**
- 3) Before implementing a redundancy programme and before making an **Employee** redundant
- 4) On formal or informal notification of a grievance by an **Employee** or of a complaint of sexual, racial, religious or disability discrimination or discrimination on the grounds of sexual orientation or age
- 5) Before making any adverse variation of the terms or conditions of employment (including altering the hours or time or place worked or demotion or deduction from or reduction in an **Employee's** remuneration)
- 6) On becoming aware of any event or circumstance that may be deemed to be constructive dismissal including absence from work following an **Employee** walking out with or without notice

In the event of a valid claim under this insurance, **We** will appoint **Our** panel solicitors, or their agents, to handle **Your** case. **You** are not covered for any other **Advisers** fees unless court **Proceedings** are issued, or a **Conflict of Interest** arises. Where it is necessary to start court **Proceedings** or a **Conflict of Interest** arises and **You** want to use a legal representative of **Your** own choice. **Professional Costs and Expenses** payable by **Us** are limited to no more than **Our Standard Professional Costs and Expenses**.

This is a "Claims Made" insurance contract. It only covers claims notified to **Us** during the **Period of Insurance** and as soon as possible once **You** become aware of the **Insured Event**. Delay in reporting **Your** claim may prejudice **Your** claim.

There will be no cover under this policy if, as a result of a delay in reporting the claim **Our** position has been prejudiced.

### IMPORTANT CONDITIONS

If **Your** claim is covered under a section of this policy and no exclusions apply then it is vital that **You** comply with the conditions of this policy in order for **Your** claim to proceed. The conditions applicable to this section are contained under the 'Conditions' section below and should be read carefully. Some of the main conditions to this insurance are that:

#### Prospects of Success

There must be a 51% or greater chance of winning the case and achieving a positive outcome. A positive outcome includes, but is not limited to, recovering the amount of money at stake, enforcing a judgment or achieving an outcome which best serves **Your** interests. The assessment of **Your** claim and the prospects of its success will be carried out by an independent **Professional Adviser**. If the **Professional Adviser** determines that there is not a 51% or greater chance of success then **We** may decline or discontinue support for **Your** case.

#### Proportional Costs

An estimate of the **Professional Costs and Expenses** to deal with **Your** claim must not be more than the amount of money in dispute. The estimate of the **Professional Costs and Expenses** will be provided with the assessment of **Your** case and will be carried out by the independent **Professional Adviser**. If the estimate exceeds the amount in dispute then **We** may decline or discontinue support for **Your** case.

#### Advice and Authorisation Procedures

There will be no cover under this insurance contract unless **You** follow the advice and authorisation procedures set out in the 'How to Make a Claim' section.

#### Suspension of Cover

If **You** breach a condition of this insurance contract which is essential to its performance, this insurance contract will be suspended from the time of the breach until the time the breach can be remedied. The Insurer will have no liability to **You** for any loss which occurs, or which is attributable to something happening, during the period when this insurance contract is suspended.

## SPECIAL DEFINITIONS

The following additional Definitions apply to this Section and shall keep the same meaning wherever they appear in **bold** type in the Section.

### Aggregate Limit

The maximum **We** will pay for all claims arising under this insurance in one **Period of Insurance**. The Aggregate Limit is €500,000.

### Attendance Expenses

Means the actual loss of earnings of any **Employee**, or other officer of **Yours**, for the period they are absent from work to attend at any court or tribunal hearing either:

- a) As a witness on **Your** behalf and at the request of the **Professional Adviser** in respect of a matter involving a valid claim under this insurance
- b) As a party to the **Proceedings** and at the request of the **Professional Adviser** in respect of a matter involving a valid claim under this insurance

For each half or full day of such attendance and shall be calculated on the basis that the period of absence from work shall be calculated to the nearest half day, taking an eight hour day to be a whole day for this purpose and the maximum period for which a claim can be made in respect of any one day.

The maximum payable in respect of one eight hour period shall be €100 per person.

### Awards of Compensation

Basic and compensatory awards of compensation which **You** must pay as a result of judgment in a dispute under legislation following a claim under section of cover 'Employment Disputes and Compensation Awards'

Or

An out-of-court settlement of a claim under section of cover 'Employment Disputes and Compensation Awards a', to which **We** have given **Our** prior written consent.

### Business Premises

The business premises declared to and accepted by **Us**.

### Conditional Fee Agreement/Contingency Fee Agreement

An agreement between **You** and the **Professional Adviser** or between **Us** and the **Professional Adviser** which sets out the terms under which the **Professional Adviser** will charge **You** or **Us** for their own fees.

### Conflict of Interest

Situations where **We** administer and/or arrange legal expenses insurance on behalf of any other party in the dispute which is the subject of a claim under this insurance.

### Contract of Employment

A contract of service, whether express or implied, and (if it is express) whether oral or in writing.

### Data Protection Legislation

The relevant Data Protection Legislation in force within the **Territorial Limits** at the time of the **Insured Event**.

### Disclosure Breach

Disclosing false information or failing to disclose relevant information in the process of entering into this insurance contract.

### Dismissal

The termination of an **Employees** contract of employment by:

- a) **You**, giving notice to the **Employee**;
- b) **You** because of an **Employees** gross misconduct;
- c) The expiry of a limited-term without renewal;
- d) An **Employee** by reason of **Your** conduct

Any **Dismissals** must be handled in accordance with the advice provided by the **Legal Helpline** and the codes of practice on the WRC website.

### Director

**Your Director(s)** including executive officers.

### Employee/Your Employee(s)

Any person under a contract of service with **You** in connection with the business insured under this **Policy**.

### Excess

The sum payable by **You** as a contribution towards the costs incurred arising from any claim made under this insurance as stated below:

**Contract and Debt Recovery** sections: €250

All other sections: Nil

### Insured Event

The incident or the start of a transaction or series of incidents which may lead to a claim or claims being made under the terms of this insurance.

In employment disputes the **Insured Event** will be the effective date of termination of employment.

In accountancy matters the **Insured Event** arises on the date that **You** or **Your Professional Adviser** are contacted either verbally or in writing, by the relevant department of the **Revenue Commissioners'** Office advising **You** of either dissatisfaction with **Your** returns, or amounts paid, or notice of intention to investigate.

In criminal cases the **Insured Event** will be the date that **You** commenced or are alleged to have commenced to violate the criminal law in question.

For the purposes of the **Maximum Amount Payable**, only one **Insured Event** will be regarded as having arisen from all causes or by actions, incidents or events which are related by cause or time.

#### Insurers

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#### Legal Helpline

The service provided by **Our** panel solicitors on **Our** behalf which enables **You** to obtain advice on any matter which may give rise to a claim under this insurance.

#### Maximum Amount Payable

The maximum sum payable by **Us** under a section of cover after calculating all **Professional Costs and Expenses** incurred in **Proceedings** in respect of an **Insured Event**, subject to the **Aggregate Limit**. The **Maximum Amount Payable** is €100,000.

#### Period of Insurance

The **Period of Insurance** declared to and accepted by **Us**, which runs concurrently with the period of the underlying insurance policy to which this legal expenses insurance attaches. For the avoidance of doubt, if the underlying insurance policy is cancelled, suspended or withdrawn, this legal expenses insurance will also be cancelled, suspended or withdrawn.

#### Proceedings

Civil, criminal, tribunal or arbitration proceedings or appeals arising from them brought in the **Territorial Limits**.

#### Professional Adviser

**Our** panel solicitors, or their agents, an accountant or other appropriately qualified person, firm or company appointed by the Insurers to act for **You**, or, and subject to the Insurers agreement, where **Proceedings** have been issued, another legal adviser nominated by **You**.

#### Revenue Commissioner

The Office of the **Revenue Commissioners** in Ireland.

#### Revenue Commissioners' Audit

An examination by the **Revenue Commissioners** of **Your** self-assessment return for income tax or capital gains tax.

#### Professional Costs and Expenses

Reasonable un-recovered fees and disbursements properly and necessarily incurred by the **Professional Adviser** with **Our** prior written authority and any costs incurred by a third party, on the standard basis of any **Proceedings**, for which **You** may be made liable by order of a court or by agreement.

#### Standard Professional Costs and Expenses

The level of **Professional Costs and Expenses** that would normally be incurred by **Us** in using a **Professional Adviser** of **Our** choice.

#### Statutory Licence

A licence issued under statute or statutory instrument or by government or local authority to **You** where the licence is necessary to engage in **Your** business or trade.

#### Territorial Limits

The Republic of Ireland.

#### We/Us/Our/Ourselves

MIS Underwriting Limited acting on behalf of Insurers.

#### You/Your

The person(s), company or companies declared to and accepted by **Us**.

#### WRC

The **Workplace Relations Commission** handles all industrial relations and employment law disputes. The WRCs Advisory Service can also be availed of, which promotes good practice in the workplace by assisting and advising organisations in all aspects of industrial relations in the workplace.

## YOUR COVER

This insurance provides indemnity in respect of **Professional Costs and Expenses** up to the **Maximum Amount Payable** where:

- a) **You** must report claims as soon as reasonably possible of the Insured Incident, by completing and submitting the claim form with all relevant information.
- b) The **Insured Event** and any **Proceedings** take place within the **Territorial Limits**

## EMPLOYMENT DISPUTES AND COMPENSATION AWARDS

### What is insured:

**Professional Costs and Expenses** incurred by **You**:

- a) In defence of **Proceedings** brought in an employment tribunal, arising from a dispute with an **Employee** or **ex-Employee** relating to actual or alleged breaches of their statutory rights under employment legislation
- b) **Awards of Compensation** made against **You** arising from claims under section a) above

### What is not insured:

#### Claims

- a) Which are incurred by deliberately avoiding liability for a redundancy payment or for monies or benefits due under a **Contract of Employment**;
- b) Relating to the protection of **Employees** rights when the organisation or service they work for transfers to a new employer and impact on **You** as the outgoing or incoming employer;
- c) Relating to equal terms;
- d) For redundancy payments or an award or settlement in relation to **Employees** dismissed because of redundancy where **You** have failed to comply with the legal requirements relating to redundancy;
- e) Arising from the **Dismissal** of any **Employee** or change to an **Employees** terms of employment unless the **Dismissal** or change to an **Employees** terms of employment is handled in accordance with either the advice provided and procedures laid down by the Legal Expenses Helpline as described in the conditions to this insurance or the Codes of Practice on the WRC website.
- f) Arising where the **Insured Event** was less than 90 days after the start of the first **Period of Insurance**, or less than 180 days after the start of the first **Period of Insurance**, if the **Employee** was at that time subject to disciplinary **Proceedings** or any verbal or written warning;
- g) For any **Awards of Compensation** made against **You** relating to trade union activities including membership or non-membership; or relating to pregnancy, maternity or paternity rights;

- h) For any **Awards of Compensation** made because of **Your** failure to provide written reasons for **Dismissal**;
- i) For any compensatory award specified in a reinstatement or re-engagement order or made because of **Your** failure to provide written reasons for a **Dismissal**;
- j) For any award to the extent that it relates to contractual rights accruing to the **Employee** or **ex-Employee** prior to the actual or alleged breach of the actual or alleged **Contract of Employment**;
- k) Relating to pension rights;
- l) Arising from **Your** failure to follow the process set out in the How to Make a Claim section in this policy

## BODILY INJURY

### What is insured:

**Professional Costs and Expenses** and **Attendance Expenses** incurred by **Your Employee(s)** in the pursuit of **Proceedings** for damages, specific performance or injunction arising from or out of their death or bodily injury.

This cover extends to include members of **Your** family who suffer bodily injury following an event that also causes bodily injury to **You**.

If the **Proceedings** are going to be decided by a court in England or Wales and/or the Republic of Ireland and the damages **You** are claiming are above the Small Claims Court Limit, the **Professional Adviser** must enter into a **Conditional Fee Agreement** and/or a **Contingency Fee Agreement** (depending on the jurisdiction) which waives their own fees if **You** fail to recover the damages that **You** are claiming in the **Proceedings** in full or in part. If the damages **You** are claiming are below the Small Claims Court Limit **Professional Costs and Expenses** will not be covered but **You** can access the **Legal Helpline** for advice on how to take **Your** case further.

### What is not insured:

#### Claims

- a) Made against **You** by an **Employee**
- b) For an accident/incident giving rise to bodily injury or death which occurred prior to the start of the first **Period of Insurance**
- c) For any sickness or disease or any naturally occurring condition or degenerative process
- d) For a condition which manifested itself prior to the start of the first **Period of Insurance**
- e) For the defence of any claim for bodily injury
- f) For medical negligence

## PROSECUTION DEFENCE FOR EMPLOYERS AND EMPLOYEES

### What is insured:

#### Professional Costs and Expenses incurred by:

- a) **You** arising from any act or omission - or alleged act or omission - which leads to **Your** prosecution in a court of criminal jurisdiction
- b) **You** arising from appeals by **You** against the service of improvement and prohibition notices under the Safety, Health and Welfare at Work Act 2005
- c) **Your Employee** (including **Directors**), concerning any matter arising out of his or her duties as **Your Employee** arising from any act or omission, or alleged act or omission, which leads to the prosecution of **Your Employee** in a court of criminal jurisdiction

### What is not insured:

#### Claims

- a) Arising from deliberate discrimination by **You**, or an **Employee** (including **Directors**) amounting to an act of unlawful discrimination
- b) For criminal prosecutions brought under Health and Safety legislation
- c) For damages, compensation, interest, fines, costs or other penalties that **You** are ordered to pay by a court of criminal jurisdiction
- d) Arising from a motor prosecution
- e) Arising from **Your** prosecution alleging:
  - i) Intentional obstruction of a person in the execution of a warrant issued under the Data Protection Legislation by **You** or by an **Employee**
  - ii) Arising from **Your**, or an **Employees** failure to give a person executing such a warrant the assistance they reasonably require for its execution
- f) Arising from prosecutions of **Employees** for matters which do not relate to their duties as **Your Employees**

## CONTRACT

### What is insured:

**Professional Costs and Expenses** arising from any dispute between **You** and a customer or supplier about a contract for the supply of goods or services entered into after the start of the first **Period of Insurance** and where the total amount in dispute, or the amount due to be paid at the time of the dispute is at least €250.

### What is not insured:

#### Claims

- a) For any Insured Events which occurs within 90 days of the start of the first **Period of Insurance**
- b) For the recovery of a debt from a customer where the customer does not dispute that the money is owed to **You**
- c) For any dispute **You** may have as a landlord or a tenant in connection with a lease or licence or tenancy agreement
- d) For professional negligence
- e) For the defence of any matter which should be covered under a professional indemnity insurance
- f) Arising from the sale, lease, service, repair or test of a motor vehicle
- g) Arising from a dispute over a financial services product, including payments which may be due under an insurance policy
- h) Arising from a dispute with an **Employee** or former **Employee** arising from a contract of employment
- i) Arising from any licence or franchise agreements

## DEBT RECOVERY

### What is insured:

**Professional Costs and Expenses** incurred in order to recover money and interest due arising from a contract for the sale or supply of goods or services entered into after the start of the first **Period of Insurance** and where the total amount in dispute, or the amount due to be paid at the time of the dispute is at least €250.

### What is not insured:

#### Claims

- a) Occurring within 90 days of the start of the first **Period of Insurance**
- b) Relating to a lease or licence or tenancy agreement
- c) Arising from the purchase, sale, lease, service, repair or test of a motor vehicle
- d) Relating to a financial services product, including payments which may be due under an insurance policy
- e) Arising from a dispute over the purchase, sale, lease, provision, service or repair of computer hardware, software, systems or services
- f) For the recovery of any amount due which the other party disputes on the basis of a defence



## PROPERTY PROTECTION

### What is insured:

**Professional Costs and Expenses** incurred in pursuit of **Proceedings** against a third party, other than an **Employee** or former **Employee**, following an act or omission relating to material property owned by **You** which results in, or is likely to result in, physical damage to that property and/or financial loss by **You**.

### What is not insured:

#### Claims

- a) Arising from a contract made between **You** and a third party other than a contract for the repair, renovation, reinstatement or decoration of real property
- b) Arising from a lease or tenancy agreement applying to **Your Business Premises** and disputes relating to the occupation of land or property owned by **You**, by a party or parties whose licence to occupy such property has been determined or revoked or which was never granted by or on **Your** behalf

#### Involving:

- i) Goods in transit
- ii) Goods hired or lent to third parties
- iii) Goods at premises other than those occupied by **You**, unless they are at the premises for the purpose of installation or use in work carried out by **You**
- c) Involving a motor vehicle belonging to **You** or in **Your** possession, except whilst on **Your Business Premises**
- d) Arising from an appeal against refusal of planning permission

## STATUTORY LICENCE PROTECTION

### What is insured:

**Professional Costs and Expenses** and **Attendance Expenses** incurred by **You** in an appeal to the relevant statutory body, or in **Proceedings** where the relevant authority suspends, revokes, alters the terms of or refuses to renew **Your** Statutory Licences.

### What is not insured:

#### Claims

- a) Arising from an original application or standard renewal of a licence
- b) Arising from a criminal prosecution
- c) Where **You** are engaged in the following trades:
  - i) Gentlemen's clubs and other venues providing entertainment in the form of lap dancing, table dancing, pole dancing and/or where striptease and/or erotic dance is regularly performed
  - ii) Fairgrounds and amusement arcades

## TAX DISPUTES

### What is insured:

**Professional Costs and Expenses** incurred by **You** and arising directly from:

#### a) Revenue Commissioners Audits

- i) A full or aspect enquiry by the **Revenue Commissioners** into **Your** corporation tax return following the issue of formal notification by the **Revenue Commissioners**;
- ii) Any challenge in writing by the **Revenue Commissioners** of the accuracy or completeness of returns submitted in accordance with the PAYE regulations following a compliance check or routine inspection undertaken by the **Revenue Commissioners** into the operation of PAYE;
- iii) An enquiry conducted into the employment status of **Your Employees** under the PAYE, USC and/or PRSI)

#### b) VAT Disputes

- i) A dispute following a compliance check or routine inspection undertaken by the **Revenue Commissioners** of **Your** VAT record-keeping;
- ii) An enquiry by the Investigations and Prosecutions Division of the **Revenue Commissioners** providing that at the culmination of such investigation it is proved that **You** were not found guilty of dishonesty, fraud or fraudulent intent

### What is not insured:

#### Claims

- a) Involving criminal proceedings or alleged fraudulent evasion of tax, and any case dealt with by Special Civil Investigations Office, Boards Investigation Unit of any other special office of the **Revenue Commissioners**;
- b) Arising from or relating to attendance at a compliance and/or control review or routine inspection undertaken by the **Revenue Commissioners** (PAYE/USC/PRSI and/or VAT);
- c) Where deliberate miss-statements have been made in respect of accounts, returns or any other submissions made to the relevant authorities;
- d) Where **You** have failed to give **Your** business status to the relevant authorities within a statutory period;
- e) Which originate from any enquiry, investigation or dispute which existed before the first **Period of Insurance**;
- f) Involving tax or social insurance contributions avoidance schemes;
- g) Which occurs during the first 90 days of the first **Period of Insurance**;



- h) Where **You** have failed to maintain or submit accurate, truthful and up to date records, or where returns have not been submitted within statutory time limits or requirements;
- i) Arising from a dispute as to whether an **Employees** remuneration should fall under either PAYE or sub-contract rules;
- j) In respect of any dispute arising under the National Minimum Wage Act 2000;
- k) In any claim where the policyholder has adopted a tax avoidance scheme; or
- l) In respect of the preparation or rectification of self-assessment tax returns, accounts, P35s, P60s, VAT returns or any other statutory returns or for any professional fees incurred for the routine presentation of **Your** affairs, including the reconciliation of annual accounts with VAT returns

#### LEGAL COSTS AND EXPENSES:

- a) Incurred in dealing with technical or routine matters not connected with or arising out of an expression of dissatisfaction with **Your** affairs;
- b) Incurred in dealing with aspect enquiries;
- c) Incurred in dealing with any deficiencies in books, records, accounts or returns including the costs of repairing a return;
  - i) Arising after **You** receive a notice telling **You** that the enquiry has been completed; or
  - ii) Arising from or relating to the Tax Appeals Commission

#### Conditions applicable to Tax Disputes

- a) **You** must have maintained and must continue to maintain accurate, truthful and up to date records and make returns in accordance with statute and account conventions acceptable to the **Revenue Commissioners** and other agencies and have made all returns and payments except those which are disputed and provided information to these bodies where applicable;
- b) **You** must contact the **Legal Helpline** as soon as possible after the **Insured Event** and comply with the advice given; and
- c) **You** or **Your Professional Adviser** should notify **Us** by contacting the Legal Helpline as soon as possible if **You** receive any invitation by the **Revenue Commissioners** to make an offer in settlement

In respect of **Revenue Commissioners** Audits, **Your Professional Adviser** must provide a copy of the **Revenue Commissioners'** notice of enquiry and a copy of the return giving rise to the enquiry.

#### TELEPHONE HELPLINES

##### Business Legal Helpline

The helpline service may be used to discuss any legal problem occurring under this policy within the Republic of Ireland. Simply telephone **0818 868 000** quoting 'iSure Business Helpline' and ask to speak to a legal adviser. This service is here to help **You**. Do not hesitate to make full use of it. In particular if something **You** are proposing to do may result in a claim, **You** must use the helpline first.

#### GENERAL EXCLUSIONS

##### Exclusions applicable to all sections of cover We will not be liable for:

Claims where **You** are engaged in the following trades:

Aircraft / aerospace  
Gaming gambling and night clubs  
Fairgrounds and amusement arcades  
Waste / refuse disposal  
Solicitors  
Professional sporting clubs  
Builders and allied trades  
Care/nursing homes  
Educational establishments  
Recruitment agencies

#### WAR AND SIMILAR RISKS

Any consequence of:

- a) War, invasion, terrorism, piracy, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, military or usurped power
- b) Confiscation, destruction, requisition, nationalisation or seizure by order of the Government or public authority

#### RADIOACTIVITY

Any expense, directly or indirectly arising from:

- a) Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- b) The radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component

#### PROFESSIONAL COSTS AND EXPENSES INCURRED

- a) Where the **Insured Event** had commenced or occurred:
  - i) Before this policy started; or
  - ii) On, or after the renewal of this policy and which **You** knew, or should have known, could result in a claim

- b) For the pursuit, continued pursuit or defence of any claim if the **Insurers** consider it unlikely a reasonable settlement will be obtained or where the likely settlement amount is disproportionate compared with the time and expense incurred
- c) Where at, or prior to, the start of the first **Period of Insurance**, in **Our** reasonable judgment, **You** should have realised that a claim might occur
- d) Prior to written confirmation from **Us** that the claim has been accepted or **Professional Costs and Expenses** beyond those for which **We** have given **Our** prior approval in accordance with the terms and conditions of the cover
- e) Where **You** fail to instruct or give proper instructions to **Us** or to the **Professional Adviser**
- f) Where **You** are responsible for anything which in **Our** reasonable opinion prejudices success in the prosecution, defence or settlement of the **Proceedings**
- g) Where **You** fail to provide evidence or information reasonably required by **Us** to establish whether support can be provided under this cover
- h) Where **You** are responsible for anything which in **Our** opinion prejudices **Our** position in respect of the **Proceedings**
- i) In respect of the amount in excess of **Our** Standard **Professional Costs and Expenses** where **You** have elected to use a **Professional Adviser** of **Your** own choice
- j) Where the **Insured Event** occurs outside of the **Territorial Limits**
- k) In defending or pursuing new areas of law or test cases

#### Claims

- a) Where **You** fail to comply with the conditions of this insurance
- b) Arising from any deliberate criminal act or omission by **You**
- c) Involving prosecutions which allege dishonesty or intentional violence
- d) Notified to **Us** outside of the **Period of Insurance**
- e) Any claim where you have failed to notify us of the insured incident within a reasonable time of it happening and where this failure adversely affects the prospect of successfully recovering damages (or getting any other legal remedy that we have agreed to) or of making a successful defence.
- f) For an application for a judicial review
- g) Made by or against **You** against or by **Us**
- h) Directly or indirectly caused by, contributed to or arising from:
  - i) Subsidence or mining or quarrying activities

- ii) Patents, copyrights, trademarks, merchandise marks, service marks, registered designs, intellectual or artistic property, secrecy or confidentiality agreements (other than claims under employment cover) and passing off
- iii) Computer software except operating systems and packaged software that have not been tailored by the supplier to the customer's own requirements
- iv) Actual, planned or proposed works by or under the order of any government or public or local authority
- v) Planning law including town and country planning legislation
- vi) The construction of or structural alteration to buildings or parts of buildings
- vii) Libel or slander or malicious falsehood
- i) Where **You** act without **Our** consent or contrary to or in a manner different from **Our** advice or that of **Your Professional Adviser**
- j) Made under this cover which do not arise from or relate to **Your** normal **Business** as shown in the **Schedule**
- k) Relating to prosecutions arising out of deliberate discrimination amounting to an act of unlawful discrimination
- l) Which are false or fraudulent

#### What is not insured:

##### Professional Costs and Expenses

- a) Incurred in avoidable correspondence
- b) Which are recoverable from a court, tribunal or elsewhere
- c) Incurred in respect of any claim where, but for the existence of this policy **You** would be entitled to indemnity under any other policy or certificate or, but for a breach or alleged breach, by **You** of the terms of the other policy or certificate
- d) Damages, interest, fines or other penalties which **You** are ordered to pay unless provided for in this cover

The costs of an appeal unless **We** have given **Our** prior written consent to such costs being incurred.

The fees of an expert witness without **Our** approval being obtained for the appointment of the expert witness and to the amount of his fees.

Prior to the issue of court **Proceedings**, the legal costs and disbursements of a firm of solicitors instructed by **You** other than those of **Our** panel solicitors or their agents.

## CONDITIONS

### Cancellation

This cover is provided automatically as part of **Your** main insurance contract and cannot be cancelled in isolation. For details on how to cancel **Your** main insurance contract please contact **Your** insurance broker.

**We** may cancel the insurance by giving 14 days' notice in writing to **You** at the address shown on the schedule, or alternative address provided by **You**. No refund of premium shall be made.

**We** will only invoke this right in exceptional circumstances as a result of **You** behaving inappropriately, for example:

- a) Where **We** have a reasonable suspicion of fraud
- b) **You** use threatening or abusive behaviour or language or intimidation or bullying of **Our** staff or suppliers
- c) Where it is found that **You**, deliberately or recklessly, disclosed false information or failed to disclose important information

### Appointing a Professional Adviser

- a) At any time before **Proceedings** are issued **We** will:
  - i) Take over the claim and deal with it in **Your** name
  - ii) Appoint solicitors to act for **You** as **Professional Adviser**
- b) If **Proceedings** need to be issued:
  - i) **You** may inform **Us** of **Your** choice of a **Professional Adviser**. **We** may accept such choice if the **Professional Adviser** confirms in writing that they will co-operate with **You** to enable **You** to keep to the terms of this insurance. Where **We** agree to **Your** own choice of **Professional Adviser** this insurance will not cover any amount in excess of **Our** Standard **Professional Costs and Expenses**
  - ii) If **We** and **You** cannot agree with **Your** choice of **Professional Adviser**, **You** may suggest another. If **We** still cannot agree upon a suitable **Professional Adviser**, **We** shall ask the Law Society to choose a solicitor to act. Both **We** and **You** must accept their decision
- c) If **Your Professional Adviser** refuses to continue acting for **You** for reasonable cause or **You** discontinue **Your** instructions then **Our** liability will stop at once unless **We** agree to the appointment of another **Professional Adviser**

### Conducting Proceedings

**You** will instruct the nominated **Professional Adviser** to:

- a) Provide **Us** immediately with an opinion of the prospects of success, an estimate of the total costs likely to be incurred, and details of the charging rate

- b) To keep **Us** fully and promptly advised of the progress of the case, of any change in their view of prospects of success and/or their estimate of costs during the **Proceedings**. If they do not comply, all liability under this cover will cease

**We** will meet the **Professional Adviser's** costs and expenses of dealing with the **Proceedings** which have been agreed in advance by **Us** - both amount and purpose - and as long as prospects of success remain at 51% or greater.

### Our right to information

**We** will have direct access to the **Professional Adviser** at all times and **You** will co-operate fully with **Us** and keep **Us** informed of all material developments.

**We** will be entitled to obtain any information, copy document, account or correspondence relating to the **Proceedings**, whether or not it is privileged and **You** will give any instructions to the **Professional Adviser** which might be required immediately.

**We** will be notified as soon as reasonably possible by **You** or the **Professional Adviser** of any offer or payment into court made with a view to settlement.

If any offer or payment into court is not accepted by **You** but **We** reasonably consider the outcome of the **Proceedings** to be equally or less favourable to **You** than the offer of payment, **We** will have no liability in respect of any further **Professional Costs and Expenses** unless **We** have given **Our** agreement for **Proceedings** to continue.

If **You** are not satisfied with **Our** decision, the dispute must be resolved under the terms of the Disputes condition, below.

### Co-operation

**You** will co-operate with **Us** at all times and reply promptly to any correspondence connected with the claim.

### Investigation of the claim

**We** may **Ourselves**, or through **Our** servants, agents, solicitors or accountants, make **Our** own investigations into the claim and may, subject to **Your** approval which will not be withheld unreasonably, attempt to reach a settlement of the **Proceedings**.

### Information to be given to the Professional Adviser

**You** will give all information requested by the **Professional Adviser** to him promptly and meet with him whenever requested.

### Assessment of bills

If **We** request it, **You** will instruct the **Professional Adviser** to submit his bill of costs for assessment by the court or by the appropriate professional body.

### Withdrawal and discontinuance

If **You** withdraw from or discontinue the **Proceedings** without **Our** prior agreement, the responsibility for payment of any **Professional Costs and Expenses** and third party costs will become **Yours**.

**We** will be entitled to reimbursement by **You** for any costs paid or incurred during the course of the **Proceedings**, including any **Professional Costs and Expenses** which **We** are obliged to pay because of **You** withdrawing or discontinuing.

### Recovery of costs from third parties

**You** will, whenever reasonably possible, attempt to recover costs from a third party and will instruct the **Professional Adviser** accordingly.

### Agreement

**We** will not be bound by any agreement to which **We** are not a party.

### Disputes

If a complaint cannot be dealt with by the Financial Services and Pensions Ombudsman (see 'How to Make a Claim'), any dispute between **You** and **Us** may, where we both agree, be referred to an arbitrator who will be either a solicitor or a barrister. If the parties cannot agree on their choice of arbitrator the Bar Council of Ireland may be asked to make a nomination. The arbitration will be binding and carried out under the Arbitration Act. The costs of the arbitration will be at the discretion of the arbitrator.

### Prospects of Success

At any time **We** may, but only when supported by independent legal advice, form the view that **You** do not have a 51% or greater chance of winning the case and achieving a positive outcome. If so, **We** may decline support or any further support. Examples of a positive outcome are:

- Being able to recover the amount of money at stake
- Being able to enforce a judgement
- Being able to achieve an outcome which best serves **Your** interests

If **You** disagree with this decision, **You** can ask **Us** to obtain an opinion from an independent solicitor or barrister. If **You** and **We** are unable to agree on a suitable solicitor or barrister, the president of the Law Society will be asked to provide a nomination.

If the independent opinion disagrees with **Our** view, **We** will pay the cost of obtaining it but if it supports **Our** view **You** will pay the cost.

### Proportionality

**We** will only pay **Advisers** Costs that are proportionate to the amount of damages that **You** are claiming in the **Proceedings**. **Advisers** Costs in excess of the amount of damages that **You** are able to claim from **Your** opponent will not be covered.

### Law and Language

This contract is governed by Irish Law and the language for contractual terms and communication will be English.

### Privity of Contract

A person who is not a party to this contract has no rights under it to enforce any term of this contract.

**We** will not be bound by any agreement to which **We** are not a party.

### Value Added Tax

If **You** are registered for VAT, the Insurer will not be liable to indemnify **You** for the VAT element of any legal expenses invoices.

### Other Insurances

If any claim covered under this policy is also covered by another legal expenses policy or primary insurance policy, or would have been covered if this policy did not exist, **We** will only pay in excess of any other cover.

### Disclosure

If **You** fail to disclose relevant information or **You** disclose false information in relation to this policy **We**, or the broker, may:

- Cancel the contract and keep the premiums if the **Disclosure Breach** is deliberate or reckless
- Cancel the contract but return the premiums proportionately if this contract would not have been entered into had the **Disclosure Breach** been known
- Amend the terms of the contract accordingly if the contract would have been entered into on different terms had the **Disclosure Breach** been known
- Proportionately reduce the amount **You** are entitled to in the event of a successful claim if a higher premium would have been charged had the **Disclosure Breach** been known

### Fraud

In the event of fraud **We**:

- Will not be liable to pay the fraudulent claim
- May recover any sums paid to **You** in respect of the fraudulent claim
- May cancel this policy with effect from the fraudulent act and keep all premiums paid to **Us**.
- Will no longer be liable to **You** in any regard after the fraudulent act

## CUSTOMER SERVICE INFORMATION

### HOW TO MAKE A CLAIM - EMPLOYMENT COVER

**You** will give **Us** immediate notice in writing of any **Proceedings** or suit made or brought against **You** or believed by **You** to be considered and any summons or other process served or threatened to be served and any event which may give rise to **Proceedings** against **You**.

There will be no cover under this policy unless **You** have either:

- 1) **Followed the Codes of Practice published at <http://www.workplacerelations.ie> and**
- 2) **You have sought and followed the advice of the Legal Expenses Helpline as to the procedure to be adopted and have received specific authorisation from the Legal Expenses Helpline:**
  - a) prior to carrying out any disciplinary procedure or action or suspension of an **Employee**;
  - b) prior to **Dismissal** of an **Employee**;
  - c) prior to notifying an **Employee** of their intended retirement date or retiring an **Employee**;
  - d) prior to instituting a redundancy programme and prior to making an **Employee** redundant;
  - e) upon notification formally or informally of a grievance from an **Employee** or ex-**Employee**;
  - f) upon notification formally or informally of a complaint relating to discrimination victimisation or harassment because of age, disability, gender reassignment, marriage/civil partnership, pregnancy/maternity, race, religion or belief, sex or sexual orientation;
  - g) prior to any adverse variation or proposed adverse variation of the terms and conditions of employment (including altering the hours or time or place worked or demotion or deduction from or reduction in an **Employees** remuneration);
  - h) immediately an **Employee** walks out with or without written notice;
  - i) upon receipt of an appeal from an **Employee** or ex-**Employee** against a decision taken as a result of a disciplinary or grievance procedure or retirement procedure or a decision to dismiss
  - j) arising out of or in connection with any business transfer or purported business transfer falling within the scope of S.I. 131/2003 European Communities (Protection of **Employees** on Transfer of Undertakings) Regulations 2003(as amended) or the Acquired Rights Directive

If **You** do not tell **Us** within a reasonable period and within the **Period of Insurance** about this event, any claim resulting from that event will not be covered.

Failure to seek and follow the advice of the helpline in any of the above situations will mean that any claim arising as a result of the action will not be covered.

- a) If **You** receive a Workplace Relations Complaint Form and wish to obtain indemnity under this cover **You** should notify the **Legal Helpline**. This must be done immediately because in some cases, a response is required within 21 days. Upon request, **You** must complete a contact form by visiting [www.misunderwriting.com](http://www.misunderwriting.com) and forward it to **Us** immediately. Alternatively, **We** will send **You** a claim form.
- b) If a former **Employee** requests a written statement of reasons for **Dismissal**, **You** must contact the **Legal Helpline**, not later than 7 days from the request and prior to the statement being given.
- c) If **You** intend to make a significant alteration to an **Employees** terms of employment **You** must telephone the **Legal Helpline** first and follow their advice

### HOW TO MAKE A CLAIM - PROSECUTION DEFENCE FOR EMPLOYERS AND EMPLOYEES - HEALTH AND SAFETY PROSECUTIONS

There will be no cover under this **Policy** unless **You** have sought and followed the advice from the **Legal Helpline** as to the procedure to be adopted and has received specific authorisation:

- a) becoming aware of an event which could lead to a prosecution being brought under health and safety legislation; or
- b) being contacted by An Garda Síochána or the Health and Safety Authority or any enforcing authority informing **You** of an intention to prosecute or to question or interview **You** about an alleged offence, or event which could result in an offence being committed

If **You** do not tell **Us** within a reasonable period and within the **Period of Insurance**, any claim resulting from that event will not be covered. Legal **Costs and Expenses** incurred prior to **Our** accepting **Your** claim will not be covered under this insurance. **You** can complete and submit **Your** contact form online by visiting [www.misunderwriting.com](http://www.misunderwriting.com). Alternatively, **We** will send **You** a claim form which must be completed, giving a complete and truthful report of the facts of the claim, indicating any potential witnesses and any documentary evidence and return it to **Us** at the earliest opportunity.



## HOW TO MAKE A CLAIM - OTHER THAN EMPLOYMENT COVER

Potential claims must be notified to **Us** by telephoning the **Legal Helpline** and before instructing a **Professional Adviser**. **You** must make **Your** claim as soon as **You** are, or should reasonably have been, aware of any event which has resulted in, or could result in an **Insured Event**. **You** must notify **Us** as soon as possible once **You** become aware of the **Insured Event**. Delay in reporting **Your** claim may prejudice **Your** claim. There will be no cover under this policy if, as a result of a delay in reporting the claim **Our** position has been prejudiced. **You** must follow the advice of the **Legal Helpline**. **Professional Costs and Expenses** incurred prior to **Our** accepting **Your** claim will not be covered under this insurance **You** can complete and submit **Your** contact form online by visiting [www.misunderwriting.com](http://www.misunderwriting.com). Alternatively, **We** will send **You** a claim form which must be completed, giving a complete and truthful report of the facts of the claim, indicating any potential witnesses and any documentary evidence and return it to **Us** at the earliest opportunity.

### Data Protection MIS Underwriting

#### Who we are

In this notice, 'we', 'us' and 'our' refers to MIS Underwriting Ltd. For full information concerning MIS Underwriting Ltd please visit [www.misunderwriting.com](http://www.misunderwriting.com)

**We** may record and monitor telephone calls for training, regulatory compliance, quality evaluation and verifications of information provided and received.

#### Our approach to Privacy

The privacy and security of your personal information is very important to us. **We** protect your information with security measures under the laws that apply. **We** keep our computers, files and buildings secure.

#### The information you provide MIS Underwriting Ltd

**We** may receive personal information about you, when you contact MIS Underwriting Ltd for example by doing either of the following:

- Reporting an incident involving your Home
- Reporting an incident involving your Vehicle

#### This Information may include:

- Basic personal information such as your name, address, email address, telephone number, date of birth or age, gender and marital status, your car, your home, your household or your travel arrangements
- Information about your other policies, Claims history, Claims data

- Sensitive personal information such as criminal convictions, motoring offences and about your health (current state of health or existing conditions)

Personal information (including details of injuries) may be recorded on claims registers i.e Insurance Link, and shared with other insurers. We may search this register to detect and prevent fraud. For further information on Insurance Link <http://inslink.ie/>

#### How your data is used and shared by Insurers and Databases in relation to insurance

The data you provide will be used by us and shared with other insurers as well as certain statutory and other authorised bodies.

#### Security

**We** are committed to protecting the confidentiality and security of the information that you provide to us and we put in place appropriate technical, physical and organisational security measures to protect against any unauthorised access or damage to, or disclosure of loss of your information.

#### Insurance Administration

**Your** information may be used for the purposes of insurance administration by the insurer, its associated companies and agent and by re-insurers. It may be disclosed to regulatory bodies for the purposes of monitoring and/or enforcing the insurers compliance with regulatory rules/codes. **Your** information may also be used for offering renewal, research and statistical purposes and crime prevention.

Information may also be shared with other insurers either directly or via those acting for the insurer, such as Investigators or Loss Adjusters.

#### Update your information, request to erase your data, subject access request

If you wish to contact us regarding this notice you can contact us at:

Data Protection Officer,  
14a Jocelyn Street, Dundalk,  
Co Louth A91 XNY2.

**Telephone:** 01 872 0179

**Email:** [underwriting@misgroup.online](mailto:underwriting@misgroup.online) -

Please put your request in the subject line.

#### How to find what information we hold about you

**You** have the right to request a copy of all the personal information we hold about you in a Subject access request or to have **Your** data deleted (exemptions may apply), or to have any inaccurate or misleading data corrected or deleted, or to restrict the processing of personal data. To do this simply write to us at the address above or contact us via email.



**Complaints**

**You** have the right to complain about how we treat your Personal Data and Sensitive Personal Data to the Data Protection Commission. The DPC can be contacted at <https://www.dataprotection.ie/en/contact/how-contact-us>. We are only allowed to keep your information if we need it for the reasons outlined above. We will keep it in line with the industry, regulatory and contractual requirements.

**Authorisation**

MIS Underwriting Limited is registered as an insurance intermediary to undertake insurance distribution under the European Union (Insurance Distribution) Regulations, 2018 (IDR) in respect of General Insurance, registration no: C190040.

**You** can check our status on the insurance distribution register by clicking here:  
<http://registers.centralbank.ie/>

This insurance is administered by MIS Underwriting Ltd and underwritten by AmTrust International Underwriters DAC, Registered in Ireland. Company No. 169384 is authorised and regulated by the Central Bank of Ireland. Registered office: 6-8 College Green, Dublin 2, Ireland.

## COMPLAINTS PROCEDURE

We aim to provide a premier service however we know sometimes things can go wrong. If your complaint was about the way your policy was sold to you please contact your insurance broker in the first instance.

Should you wish to make a complaint regarding your claim please contact:

### Leesons Claims Services

68 Merrion Square South,  
Dublin 2, Ireland

**Email:** Claims.accelerant@isureunderwriting.ie

**Tel:** 01 5392890

Should you wish to make a complaint about the policy or the service we offer please contact:

### iSure Underwriting

Unit 5 First Floor, Corlurgan Business Park,  
Corlurgan, Ballinagh Road,  
Cavan H12 TW61

**Email:** complaints@isureunderwriting.ie

**Tel:** +353 1 696 0370

**Our promise is:**

- Acknowledge complaints promptly and confirm receipt of your complaint within 3 working days
- Investigate complaints quickly. Within 20 days you will receive a final response or an explanation as to why the complaint has not been resolved yet plus an indication of when you will receive a final response
- Within 40 days of us receiving your complaint, you will receive a final response or, if this is not possible, a reason for the delay plus an indication of when you will receive a final response
- Use information learned during the complaint to improve our complaints process

If you remain dissatisfied after your complaint has been considered, or you have not received a final decision within eight (8) weeks, you may be eligible to refer your complaint to the Financial Ombudsman bureau:

### The Financial Services & Pensions Ombudsman

3rd Floor, Lincoln House  
Lincoln Place, Dublin 2.

**Tel:** 01 5677000

**Fax:** 01 66208980

**Email:** info@fspo.ie

**Website:** www.fspo.ie

If you choose to pursue a complaint by referring it to the Financial Services & Pensions Ombudsman, you cannot pursue legal action about the same complaint.

### Insurance Compensation Fund

The Insurance Compensation Fund (ICF) protects consumers of authorised non-life insurance companies that go into liquidation and are unable to pay insurance claims. These could be claims made by the policyholders or third parties. **You** may be entitled to compensation from the ICF if Accelerant Insurance Europe SA is unable to meet its obligations to you under this insurance.

If you were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of the insurance. Further information about the Scheme is available from the Central Bank of Ireland website: [www.centralbank.ie/consumer-hub/explainers/what-compensation-schemes-protect-consumers-of-authorised-firms](http://www.centralbank.ie/consumer-hub/explainers/what-compensation-schemes-protect-consumers-of-authorised-firms)

## SECTION: 10 MIS UNDERWRITING LIMITED

Should you have a query or complaint regarding the administration or claims under the **Policy**, you should address your complaint to:

### MIS Underwriting Ltd

14a Jocelyn Street  
Dundalk  
Co Louth  
A91 XNY2

**Tel:** 01 872 0179

**Email:** underwriting@misgroup.online

MIS Underwriting Ltd will contact **You** within five business days of receiving the complaint to inform **You** of what action they are taking. MIS Underwriting Ltd will provide you with regular updates in writing on the progress of the complaint investigation, at intervals of not greater than 20 business days and will attempt to investigate and resolve your complaint within 40 business days of receipt. If it is not possible to resolve your complaint within 40 business days, we will provide you with a written explanation as to why the complaint cannot be resolved and indicate when it is expected that a final response can be made. Within 5 business days of the completion of our investigation we will issue you with our final response.

If you are dissatisfied with our final response or if your complaint has not been resolved within 40 business days you are entitled to refer your complaint to the:

### Financial Services and Pensions Ombudsman

Lincoln House, Lincoln Place,  
Dublin 2, D02 VH29

**E-mail:** info@fspo.ie web: [www.fspo.ie](http://www.fspo.ie)

**Telephone:** + 353 1 567000

Please be aware that the Financial Services Ombudsman will only be able to consider your complaint after MIS Underwriting Ltd have had the opportunity to consider and resolve this.

AmTrust International Underwriters DAC are covered by the Financial Services Compensation Scheme (FSCS).

**You** may be entitled to compensation from the scheme if we cannot meet our obligations. This depends upon the type of business and circumstances of the claim. Most insurance contracts are covered for 90% of the claim.

Further information is available from the Financial Conduct Authority or the FSCS. The FSCS can be visited on the internet at: [www.fscs.org.uk](http://www.fscs.org.uk) or be contacted on 020 7892 7300.

This complaints procedure does not affect any legal right **You** have to take action against the Insurer.

**You** can check the above details on the Financial Conduct Authority Register by visiting the FCA website: [www.fca.org.uk/register/](http://www.fca.org.uk/register/) or by contacting the FCA on 0800 111 6768.

**For any complaints made up after the date the Insurer transfers this insurance to another insurer authorised in the European Economic Area:**

If **You** are unhappy with the service that has been provided, **You** should contact **Us** at the address below. **We** will always confirm to **You**, within five working days, that **We** have received **Your** complaint. Within 20 working days **You** will receive either a final response or an explanation of why the complaint has not been resolved plus an indication of when **You** will receive a final response. Within 40 working days **You** will receive a final response or, if this is not possible, a reason for the delay plus an indication of when **You** will receive a final response. After eight weeks, if **You** are unhappy with the delay, **You** may refer to the Financial Services and Pensions Ombudsman if **You** cannot settle **Your** complaint with **Us** or before **We** have investigated the complaint if both parties agree.

**MIS Underwriting Limited**

14a Jocelyn Street  
Dundalk, Co Louth A91 XNY2

**Tel:** 01 872 0179

**Email:** [underwriting@misgroup.online](mailto:underwriting@misgroup.online)

The Financial Services and Pensions Ombudsman contact details are:-

**The Financial Services and Pensions Ombudsman**

Lincoln House, Lincoln Pl,  
Dublin 2, D02 VH29

**Call:** +353 1 567 7000

**Email:** [info@fspo.ie](mailto:info@fspo.ie)

**Website:** [www.fspo.ie](http://www.fspo.ie); or  
Insurance Ireland on (01) 676 1820

**Authorisation Sections 1-9**

**Your** policy is administered by iSure Underwriting and underwritten by **Accelerant Insurance Europe SA**, Bastion Tower, Level 20, Place du Champ de Mars 5, 1050 Brussels.

Accelerant Insurance Europe SA is a company registered in Belgium (Company number 0758.632.842) with registered office at Bastion Tower, Level 20, Place du Champ de Mars 5, 1050 Brussels.

Accelerant Insurance Europe SA is an insurance company authorised by the National Bank of Belgium and regulated by the Financial Services and Markets Authority (FSMA) (Ref. 3193).

**Section 10**

MIS Underwriting Limited is registered as an insurance intermediary to undertake insurance distribution under the European Union (Insurance Distribution) Regulations, 2018 (IDR) in respect of General Insurance, registration no: C190040.

**You** can check our status on the insurance distribution register by clicking here:  
<http://registers.centralbank.ie/>

This insurance is administered by MIS Underwriting Ltd and underwritten by AmTrust International Underwriters DAC, Registered in Ireland. Company No. 169384 is authorised and regulated by the Central Bank of Ireland. Registered office: 6-8 College Green, Dublin 2, Ireland.

**INVESTOR COMPENSATION SCHEME (ICS)**

**We** are covered by the Investor Compensation Scheme (ICS). **You** may be entitled to compensation from the scheme if **We** cannot meet **Our** obligations. This depends on the type of **Business** and the circumstances of the claim.

**You** can get more information from the ICS or by visiting their website at  
<https://www.investorcompensation.ie>

## HOW WE USE YOUR PERSONAL INFORMATION

In this section “**We**”, “**Us**” and “**Our**” means Rokstone Insurance Europe Ltd.

**We** will process any personal information **We** obtain in the course of providing **Our** services to **You** in accordance with all relevant data protection legislation and in line with our own Data Protection **Policy**.

**We** are committed to ensuring that **Your** privacy is protected and that **You** know how **Your** data is used and what **Your** rights are.

Rokstone Insurance Europe Ltd is the controller of **Your** data for the purpose of the sale and administration of **Your** contract of insurance and for the broking of any related finance arrangement. This means that **We** are the business that decides what your data is used for. If **You** have any questions about how **We** handle your data, **You** can contact **Our** data protection representative at **Our** registered address:

**Data Protection Representative**

Unit 5 First Floor, Corlurgan Business Park,  
Corlurgan, Ballinagh Road,  
Cavan H12 TW61

Alternatively, you can email us at  
[data.protection@isureunderwriting.ie](mailto:data.protection@isureunderwriting.ie)

**Your** Insurers are:

**Accelerant Insurance Europe SA**

Bastion Tower  
Level 20  
Place du Champ de Mars 5  
1050 Brussels

**We** will share your personal information with **Your** Insurer. A full copy of Accelerant’s privacy policy is available upon request.

**We** will use **Your** personal information to arrange and manage **Your** insurance **Policy**, including handling underwriting and claims and issuing renewal documents and information to **You** or **Your** insurance broker. **We** will also use **Your** personal information to assess **Your** insurance application and provide information to credit reference agencies.

**We** may research, collect and use data about **You** from publicly available sources including social media and networking sites. **We** may use this data for the purposes set out in this notice, including fraud detection and prevention.

**We** may have to share **Your** personal information with other insurers, statutory bodies, regulatory authorities, **Our** business partners or agents providing services on **Our** behalf and other authorised bodies.

**We** will share your personal information with others:

- if **We** need to do this to manage **Your Policy** with **Us**
- including settling claims;
- for underwriting purposes, such as assessing **Your** application
- and arranging **Your Policy**;
- for management information purposes;
- to prevent or detect crime, including fraud (see below);
- if **We** are required or permitted to do this by law (for example, if
  - i) **We** receive a legitimate request
  - ii) from the relevant policing authority or another authority); and/or
  - iii) if **You** have given **Us** permission

**You** can ask for further information about **Our** use of **Your** personal information. If **You** require such information, please write to the Data Protection Officer at the above address, or as set out in the Endorsement entitled Identity of Insurers shown in The **Schedule**.

## PREVENTING AND DETECTING CRIME

**We** may use **Your** personal information to prevent crime. In order to prevent and detect crime **We** may:

- check **Your** personal information against **Our** own databases; share it with fraud prevention agencies. **Your** personal information will be checked with and recorded by a fraud prevention agency. Other companies within the financial services industry may also search such fraud prevention agencies when **You** make an application to them for financial products (including credit, savings, insurance, stockbroking or money transmission services). If such companies suspect fraud, **We** will share **Your** relevant personal information with them. The information **We** share may be used by those companies when making decisions about **You**. **You** can find out which fraud prevention agencies are used by **Us** by writing to **Our** Data Protection Officer; and/or
- share it with operators of registers available to the insurance industry to check information and prevent fraud. These include the Claims and Underwriting Exchange Register administered by Insurance Database Services Ltd. **We** may pass information relating to **Your** insurance **Policy** and any incident (such as an accident, theft or loss) to the operators of these registers, their agents and suppliers

## DEALING WITH OTHERS ON YOUR BEHALF

To help **You** manage **Your** insurance **Policy**, subject to answering security questions, **We** will deal with **You** or **Your** husband, wife or partner or any other person whom **We** reasonably believe to be acting for **You** if they call **Us** on **Your** behalf in connection with **Your** **Policy** or a claim relating to **Your** **Policy**. For **Your** protection only **You** can cancel **Your** **Policy** or change the contact address.

## MARKETING

**We** may use **Your** personal information and information about **Your** use of **Our** products and services to carry out research and analysis.

**We** will only use **Your** personal information to market **Our** products and services to **You** if **You** agree to this.

## MONITORING AND RECORDING

**We** may record or monitor calls for training purposes, to improve the quality of **Our** service and to prevent and detect fraud. **We** may also use CCTV recording equipment in and around **Our** premises.

It is understood by **You** that any information provided to **Us** regarding **You** will be processed by **Us** for the purposes of providing insurance, handling any claims and any other related purpose and which may require providing such information to third parties (including **Our** group companies). As a result **We** may transfer **Your** personal information to a destination outside the European Economic Area ("EEA") but we will always take the necessary steps to ensure that **Your** information is treated securely and in accordance with this privacy policy.

## FURTHER INFORMATION

**You** are entitled to receive a copy of any of **Your** personal information **We** hold. If **You** would like to receive a copy, or if **You** would like further information on, or wish to complain about, the way that **We** use **Your** personal information, please write to the Data Protection Officer at the Registered office addresses stated above.

If **We** change the way that **We** use **Your** personal information, **We** will write to **You** to let **You** know. If **You** do not agree to that change in use, **You** must let **Us** know as soon as possible by writing to **Us** at the address referred to above.

**You** have the right to complain to the Data Protection Commission at any time if **You** object to the way **We** use **Your** personal information. For more information please go to [www.dataprotection.ie](http://www.dataprotection.ie)



Registered Office:  
Unit 5 First Floor,  
Corlurgan Business Park,  
Corlurgan, Ballinagh Road,  
Cavan, H12 TW61

**T** 01 695 0370

**E** [info@isureunderwriting.ie](mailto:info@isureunderwriting.ie)

**W** [isureunderwriting.ie](http://isureunderwriting.ie)