



**Federation of Irish  
Sport**

**Combined Sport**

Policy Document

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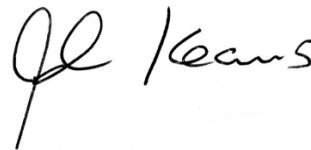
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## Introduction

IPB Insurance Company Limited by Guarantee trading as IPB Insurance (hereinafter referred to as the Insurer) and You, the Insured agree that

- (a) this policy comprising of the Introduction, Definitions, Insuring Agreement, Extensions, Exclusions, Conditions, Policy Schedule, and any operative Endorsements (hereafter called the Policy) shall be read as one contract and any word or expressions to which a specific meaning has been attached therein shall bear such specific meaning wherever it may appear.
- (b) any information provided by the Insured or on the Insured's behalf, and agreed by Us, shall be relied upon to inform the assessment and acceptance and of Your risk.
- (c) in consideration of the payment of premium, the Insurer will indemnify the Insured in the manner and to the extent described within this Policy whilst carrying on the Business described in the Policy Schedule subject to the Policy Definitions, Extensions, Exclusions, Conditions and Endorsements as stated or as subsequently endorsed hereon.
- (d) in accordance with Section 93 of the Insurance Act 1936, it is understood and agreed that all monies which become or may become due and payable by the Insurer under this Policy shall be payable and paid in the Republic of Ireland
- (e) the appropriate stamp duty has been or will be paid to the Revenue Commissioners in accordance with the Stamp Duties Consolidation Act 1999, Schedule 1 (as amended).



Signed for and on behalf of the **Insurer**  
John Kearns  
Chief Executive

IPB Insurance Company Limited by Guarantee trading as IPB Insurance is regulated by the Central Bank of Ireland.  
Reg. No. 7532 Republic of Ireland

## Policy Definitions

The following definitions apply to the whole Policy unless stated as otherwise.

**Business** means the Sport / Insured Activity stated or described in the Policy Schedule and additionally in respect of Section 7 (Public / Products Liability and Employers Liability) only includes

- (a) the provision and management of canteen social sports and welfare organisations and first-aid fire or ambulance services for the benefit of Employees
- (b) private work carried out by any Employee for the Insured or for any director or partner of the Insured but excluding works of a construction demolition or structural alteration nature
- (c) ownership repair maintenance and decoration of property occupied by or leased to the Insured but excluding works of a construction demolition or structural alteration nature

**Damage/Damaged** means physical loss destruction or damage

**Defined Perils** means

1.

- (a) **Fire** excluding Damage caused by
  - (i) explosion resulting from fire
  - (ii) earthquake or subterranean fire
  - (iii) its own spontaneous fermentation or heating
  - (iv) It's undergoing any process involving the application of heat.
- (b) **Explosion**
  - (i) of boilers used for domestic purposes only
  - (ii) of gas used for domestic purposes only

but excluding Damage caused by earthquake or subterranean fire

(c) **Lightning**

- 2. **Aircraft** or other aerial devices or articles dropped therefrom
- 3. **Earthquake** excluding Damage caused by fire
- 4. **Riot civil commotion strikers locked-out workers or persons taking part in labour disturbances or malicious persons** excluding Damage
  - (a) arising from confiscation requisition or destruction by order of the government or any public authority
  - (b) arising from cessation of work
  - (c) directly caused by malicious persons not acting on behalf of or in connection with any political organisation (other than Damage caused by fire or explosion)
    - (i) in the course of theft or attempted theft
    - (ii) in respect of any Buildings which is unoccupied
  - (d) The first €750 of any loss in respect of fixed flood lighting unless a higher Excess already applies under this Section

5. **Storm or flood** excluding Damage

- (a) attributable solely to change in the water table level
- (b) caused by frost weight of snow subsidence ground heave or landslip
- (c) to fences gates greenhouses polythene tunnels and moveable property in the open
- (d) to open-fronted or open-sided Buildings or to property contained therein

- (e) caused by or consisting of or attributable to gradual deterioration and or any gradual operating cause or process
- (f) The first €750 of any loss in respect of fixed flood lighting unless a higher Excess already applies under this Section

**6. Escape of water from any tank apparatus or pipe** excluding Damage

- (a) by water discharged or leaking from an automatic sprinkler installation
- (b) in respect of any Buildings which is Unoccupied
- (c) or loss to any appliance piping or component from which the water escapes

**7. Impact by any road vehicle or animal**

**8. Accidental escape of water from any automatic sprinkler installation** excluding Damage

- (a) by freezing in any Buildings which is unoccupied or not in use
- (b) by explosion earthquake subterranean fire or heat caused by fire.

**9. Theft (which is deemed to include attempted theft)** excluding Damage

- (a) from any part of the Buildings not occupied by the Insured for the purpose of the Business
- (b) to property in the open or in any outbuilding or open-fronted or open-sided Buildings
- (c) expedited or in any way brought about by the Insured or any director partner or employee of the Insured or any other person

who has a legal right to be on the premises

- (d) due to a person obtaining any property by deception

- (e) to lead copper or any metal forming part of the exterior of the Premises

- (f) to Money and securities coins stamps jewellery watches furs precious metal precious stones or articles composed of any of them curious sculptures rare books paintings or works of art

- (g) due to disappearance unexplained or inventory shortage

- (h) to property in transit

- (i) to any yard garden open space huts temporary structures storage containers

- (j) to any residential dwelling house whether occupied or not

- (k) to any Unoccupied Buildings

- (l) which does not involve

- (i) entry to or exit from that part of the Buildings occupied by the Insured for the purpose of the Business by forcible and violent means

or

- (ii) actual or threatened assault or violence.

**10. Subsidence ground heave or landslip** of any part of the **Premises** on which the Property Insured stands excluding Damage caused by

- a) collapse cracking shrinkage expansion or settlement of Buildings or any part thereof

- b) coastal or river erosion

- c) defective design or workmanship or the use of defective materials including inadequate construction of foundations
- d) settlement or movement of made up ground
- e) the normal settlement or bedding down of new structures
- f) Damage to solid floor slabs or resulting from their movement unless the foundations beneath the external walls of the Buildings are Damaged at the same time and from the same cause
- g) to yards car parks roads pavements landlords fixtures and fittings security lighting and cameras walls gates fences fixed fuel oil tanks and fixed diesel tanks piping ducting cables wires and associated control gears and accessories paved areas or footpaths unless a Building insured by this Section is Damaged by the same cause at the same time
- h) which originates prior to the inception of this cover
- i) demolition construction structural alteration or repair to any Buildings or groundworks or excavation at the same Premises
- j) Insured Perils 1 3 and 6
- k) The first €1,000 of any loss unless a higher Excess already applies under this Section

**11. Escape of oil** from any fixed heating installation excluding

- a) Damage in respect of Property Insured in any Building which is Unoccupied
- b) Damage unless caused by a sudden identifiable unintended and

unexpected incident which has taken place in its entirety at a specific time and place during the Period of Insurance

- c) the value of the oil lost

**12. Any other accident** excluding Damage

- a) by any of
  - (i) the Defined Perils
  - (ii) the causes expressly excluded from the Defined Perils listed 1-11 (whether or not insured)
- b) to any property caused by
  - (i) its own faulty or defective design or materials
  - (ii) inherent vice latent defect gradual deterioration wear and tear frost
  - (iii) faulty or defective workmanship operational error or omission on the part of the Insured or any of their employees

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

- c) caused by
  - (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
  - (iii) joint leakage failure of welds cracking fracturing 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 or derangement in respect of the particular machine apparatus or equipment in which the breakdown or derangement originates

but this shall not exclude

1. such Damage which itself results from other Damage and is not otherwise excluded
  2. subsequent Damage which itself results from a cause not otherwise excluded
- d) caused by
- (i) acts of fraud or dishonesty
  - (ii) disappearance unexplained or inventory shortage misfiling or misplacing of information
- e) to
- (i) a Buildings or structure caused by its own collapse or cracking
  - (ii) moveable property in the open fences and gates by wind rain hail sleet snow flood or dust
  - (iii) property resulting from its undergoing any process of production packing treatment testing commissioning servicing or repair
- f) to
- (i) property in transit
  - (ii) jewellery precious stones or precious metals bullion furs curiosities works of art or rare books
  - (iii) Money and securities of any description
  - (iv) vehicles licensed for road use (including accessories thereon) caravans trailers railway locomotives rolling stock watercraft or aircraft
  - (v) property or structures in course of construction or erection and materials or supplies in connection with all such property in course of construction or erection
  - (vi) property recoverable under any guarantee or maintenance agreement in force at the happening of the Damage
  - (vii) glass other than fixed glass.

**Endorsement** means any alteration to the Policy wording

**Insurer/Us/Our** means IPB Insurance

**Period of Insurance** means the period specified in the current Policy Schedule.

**Minimum Premium** means the minimum premium retained by the Insurer in respect of this Policy as stated in the Policy Schedule or as endorsed hereon.

**Policy** means the contract of insurance comprising of the Introduction, Definitions, Insuring Agreement, Extensions, Exclusions, Conditions, Policy Schedule, and any operative Endorsements shall be read as one contract and any word or expressions to which a specific meaning has been attached therein shall bear such specific meaning wherever it may appear.

**Policy Schedule** means that part of the Policy which includes the Insured's details the dates of insurance the operative Section/Sub-Sections and details of the cover provided, and items covered.

**Premises** means the address or addresses as stated in the Policy Schedule.

**Property Insured** means the property for which cover is provided under each Section as detailed in the Policy Schedule.

**Section(s)/Sub-Section(s)** means the parts of this Policy that detail the insurance cover provided by this Policy

**You/Your/Insured** means the person or entity that is insured as stated in the Policy Schedule.

## Section 1-Property Damage

This Section is only operative if stated as such in the Policy Schedule.

### Definitions applicable to Section 1 only.

**Building(s)** (situate at the Premises) means a roofed and walled structure built mainly of brick, stone or concrete and roofed with slates, non-combustible tiles, concrete, asphalt, metal sheets or slabs composed entirely of non-combustible minerals or ingredients (unless stated in the Policy Schedule / Specification or as otherwise agreed with the Insurer) including signs fixed glass exterior light fixtures and poles, building equipment landlords fixtures and fittings therein and thereon, walls gates and fences (directly abutting /adjoining the building and outbuildings) yards car parks and pavements directly associated with the buildings extensions communicating with the buildings small outside buildings and conveniences telephones gas water and electric instruments meters cabling piping ducting cables wires and associated control gear and accessories on the Premises and all the property of the Insured or for which the Insured is responsible but not including:

- (a) land roads (or accessories) piers docks jetties tunnels bridges excavations parks gardens playing fields monuments dams and other like structures
- (b) fixed flood lighting
- (c) pitches and other playing surfaces which are not located within a Building for which cover is provided
- (d) irrigation equipment
- (e) log cabins and other similar timber structures portacabins or similar prefabricated structures and steel containers

**Contents** (situate at the Premises described in the Policy Schedule) means machinery plant therein and thereat including furniture and fittings the property of the Insured or held by them in trust for which they are responsible whilst in the Buildings.

The term Contents includes

- (a) tenants' improvements alterations and decorations
- (b) so far as they are not otherwise insured employees' directors' and visitors' personal effects of every description (other than Motor Vehicles) for an amount not exceeding €635 in respect of any one person
- (c) contents of outbuildings (providing same are hereby insured)
- (d) documents manuscripts and business books but only for the cost of the materials and of clerical labour expended in reproducing such records. for an amount not exceeding €5,000 but excluding computer records.

The term Contents excludes

- (a) landlord's fixtures and fittings
- (b) money cheques stamps bonds credit cards or securities of any description in respect of loss destruction or Damage under the Defined Perils: Theft
- (c) any value to the Insured of the information contained in computer systems records and documents manuscripts and business books so far as same are not otherwise insured
- (d) any pattern model mould plan or design or set of same
- (e) vehicles licensed for road use including accessories thereon caravans trailers railway locomotives rolling stock watercraft and aircraft
- (f) jewellery precious stones precious metals bullion furs curiosities works of art or rare books unless specifically included
- (g) maintenance equipment

**Stock** means stock and materials in trade therein and thereon, the property of the Insured or held by the Insured in trust for which the Insured is responsible.

**Sum Insured** means the maximum amount the Insurer will pay for each item insured under this Section.



**Total Sum Insured** means the total amount payable by the Insurer under this Section.

**Unoccupied** means any Building or part of any Building which is empty or not in use by the Insured or any tenant of the Insured for more than thirty (30) consecutive days.

## Section 1 Insuring Clause - What is covered

The Insurer agrees that if any of the Property Insured suffers Damage during the Period of Insurance at the Premises by any of the Defined Perils the Insurer will in accordance with the provisions of this Policy pay to the Insured the amount of loss or at its option reinstate or replace such Property Insured.

The Insurer's liability in any one Period of Insurance shall not exceed in the whole the Total Sum Insured or in respect of any item its Sum Insured or any other stated limit in the Policy Schedule

### Extensions applicable to Section 1

#### 1. Additional Interest

The interest of parties supplying property to the Insured under a hiring leasing or similar agreement is noted in this insurance the nature and extent of any interest to be disclosed in the event of destruction or Damage.

#### 2. Automatic Cover

The insurance by this Section shall subject to its terms and conditions extend to cover

- (a) any newly acquired and/or newly erected Buildings machinery and plant insofar as the same are not otherwise insured
- (b) alterations additions and improvements to Buildings machinery and plant but not in respect of any appreciation in value anywhere in Ireland

provided that

- (c) at any one situation, this cover shall not exceed 10% of the Total Sum Insured on such property hereby or €200,000 whichever is the less
- (d) the Insured undertakes to give particulars of such additional insurance requirements as soon as practicable and to pay the pro-rata additional premium from the date of inception thereof the Policy to be endorsed accordingly from the date of commencement of the Insurer's liability



- (e) the provision of this extension shall be fully maintained notwithstanding any specific insurance effected under (d) above.

### **3. Automatic Reinstatement of Sum Insured**

In the absence of written notice by the Insurer or the Insured to the contrary the insurance hereby shall not be reduced by the amount of any loss in consideration of which the Insured shall pay the appropriate extra premium on the amount of the loss from the date thereof to the expiry of the Period of Insurance.

### **4. Contracting Purchasers Interest**

If at the time of Damage, the Insured shall have contracted to sell its interest in any Building hereby insured and the purchase shall not have been but shall be thereafter completed the purchaser on completion of the purchase (if and so far as the property is not otherwise insured against such Damage by it or on its behalf) shall be entitled to benefit under this Policy without prejudice to the rights and liability of the Insured or the Insurer until completion.

### **5. Contract Price**

It is hereby agreed and declared that in respect only of goods sold but not delivered for which the Insured are responsible and with regard to which under the conditions of sale the sale contract is cancelled by reason of any Defined Peril hereby insured against either wholly or to the extent of the loss or Damage the liability of the Insurer shall be based on the contract price.

### **6. Designation**

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

### **7. Deterioration of Stock Extension – if shown as covered in the Policy Schedule**

In the event of Damage by deterioration or putrefaction of Stock in the cold chamber of any refrigerating machine at the Premises

- a) due to the rise or fall in temperature resulting from any cause not hereunder excluded or
- b) due to the action of refrigerant fumes which have escaped from the machine

during any Period of Insurance, the Insurer will pay to the Insured the amount of such Damage provided that

- (i) the total liability of the Insurer shall not exceed the Sum Insured stated for this extension in the Policy Schedule
- (ii) at the commencement of the Damage such machine does not exceed the age of fifteen
- (iii) that any cabinet more than three years old be maintained under annual contract with the manufacturer, supplier or an authorised firm of refrigeration engineers.

Exclusions applicable to this Extension

The Insurer shall not be liable in respect of

- a) deterioration or putrefaction resulting from Damage at the Premises by fire lightning explosion flood earthquake aircraft or other aerial devices or articles dropped there from or by leakage from a sprinkler installation
- b) loss or Damage resulting from the deliberate act of any public electricity supply authority or the exercise by any such authority of its power to withhold or restrict supply or from the wilful neglect of the Insured.

### **8. Fire Brigade Charges**

It is agreed and declared that notwithstanding anything in the within written Policy contained to the contrary the insurance under this Section of the Policy shall extend to include charges levied by a Fire Authority in

accordance with the provision of the Fire Services Act 1981 in controlling or extinguishing fire affecting (or threatening to affect) the Property Insured by this Policy in circumstances which have given rise to a valid claim under this Policy subject to a limit of €10,000 any one loss.

#### 9. Fire Extinguishing Discharge

The Insurer will pay the reasonable costs incurred by the Insured in replenishing and recharging fire extinguishing equipment arising out of the use of such equipment following the occurrence of fire in or at the Buildings up to a maximum limit of €1,000.

#### 10. Goods in Transit

The Insurer will, by payment or, at its option, by repair, reinstatement or replacement indemnify the Insured in respect of

1. Damage, by any cause, to goods being loaded upon, carried by or loaded from any vehicle owned or operated by the Insured, anywhere in the Republic of Ireland, Northern Ireland, Great Britain, the Channel Islands or the Isle of Man, subject to a maximum amount payable of €5,000 per vehicle, per loss.
2. Damage, by any cause, to sheets, ropes, packing materials, dunnage, securing chains and toggles owned by the Insured or in the Insured's charge or control while carried on any vehicle owned or operated by the Insured, subject to a maximum amount payable of €5,000 per loss.

However, the Insurer will not be liable under this Extension for

3. loss of market, delay or any consequential loss
4. loss resulting from dishonesty or insolvency or persons to whom goods are entrusted
5. Damage to glass, china, marble, earthenware, scientific instruments, furniture, antiques, curios, sculptures, works of art, pictures, prints, drawings, engravings and goods of a brittle nature, unless caused by fire or theft or as a direct

result of collision or overturning of the conveying vehicle

6. Loss of sheets, ropes, packing materials, dunnage, securing chains or toggles as a result of disappearance or shortage if such loss is only revealed when an inventory is made, unless such loss is the result of an incident recorded by the Insured
7. Damage to money and securities, livestock, precious stones and minerals
8. Damage to jewellery, watches, furs, cameras and portable electronic equipment belonging to vehicle drivers or attendants
9. Goods carried or dispatched by the Insured for hire or reward
10. Damage to goods arising as a result of packing which was inadequate to withstand normal handling during transport
11. Damage to goods
  - i. Due to insufficient labelling or incorrect addressing
  - ii. In any vehicle which is being used outside the normal course of the Business for social, domestic or pleasure purposes
  - iii. In open vehicles owned or operated by the Insured caused by atmospheric or climatic conditions, unless the goods are protected by vehicle sheets
  - iv. left in any vehicle for the night except where such vehicle is left closed and locked and either garaged in a building which is securely closed and locked or left in a compound secured by locked gates.

#### 11. Hiring or Leasing Agreements

The interest of parties supplying property to the Insured under a hiring leasing or similar agreement is noted in this insurance the nature and extent of any interest to be disclosed in the event of destruction or Damage.

## 12. Internal Transfers

The insurance in respect of machinery plant and stock applies to property as therein defined transferred between Premises insured by this Section including transit by road rail or inland waterway between such Premises. The amount recoverable under this extension shall not exceed the amount which would have been recoverable had the loss occurred at the Premises from which the property is transferred or in the aggregate 10% of the Sum Insured hereof or €32,000 whichever is the less in respect of any such transfers at any one time.

## 13. Loss of licence or registration

If, during the Period of Insurance, and from any cause outside the direct control of the Insured, the Insured's licence or registration which enables the Insured to carry on the Business at the Premises is cancelled under the provisions of any legislation governing such licence or registration, the Insurer will pay or make good to the Insured all loss that the Insured may sustain in respect of the depreciation of the Insured's interest in the Premises covered by the cancellation of the licence or registration provided always that:

- a) the total amount payable by the Insurer under this Extension shall not exceed the Sum Insured shown in the Policy Schedule
- b) if the Insured is entitled to obtain the payment of compensation under the provisions of a relevant legislation in respect of the cancellation of licence or registration no claim shall arise under this Extension
- c) no indemnity is afforded for any loss caused by cancellation of the licence or registration where, following appeal or representation, the registration is accepted so as to enable the continuation of the Business at the Premises.

Conditions applicable to this Extension

1. The Insured shall on becoming aware of any

- (a) complaint against the Premises or the control thereof
- (b) circumstances which may endanger the licence or registration (including, without limitation, proceedings against or conviction of the licenced or registered person or the manager, tenant or occupier of the Premises for any breach of the law or any matter whatsoever whereby the character or reputation of the person concerned is affected or called into question with respect to his or her honesty moral standing or sobriety)
- (c) change in the tenancy or management of the Premises or of the registered person
- (d) alteration in the purpose for which the Premises are used as soon as reasonably possible give notice in writing to the Insurer and supply such additional information and give such assistance as the Insurer may reasonably require.

2. In the event of the Insured's licence or registration being cancelled or in the event of the Insured receiving notice of a proposal to cancel the licence or registration, the Insured shall
  - (a) give notice in writing to the Insurer within 24 hours of receiving knowledge of such actual or threatened event stating the grounds upon which the registration is or may be cancelled
  - (b) apply, at the Insured's own expense, if required by the Insurer, for the grant of such new licence or registration for the same or alternative premises as may enable continuation of the Business in a similar or alternative form
  - (c) within 30 days of being so requested to do so by the Insurer, provide, at the Insured's own expense, a statement of loss and such documents statements and accounts as may be fairly required by the Insurer to verify the same and also, if required by the Insurer, make a statutory declaration as to the truth

accuracy and comprehensiveness thereof and give the Insurer free access to the Premises and the books and accounts thereof as may be necessary for ascertaining the depreciation in the value of the Premises

- (d) take, at the Insured's own expense, all practicable steps to minimize a claim
- (e) at the Insurer's request, and at the Insurer's expense, do and concur in doing and permit to be done all such acts and things as may be necessary or reasonable required by the Insurer for the purposes of enforcing any rights and remedies or of obtaining relief and indemnity from other parties to which the Insurer shall be or would become entitled or subrogated upon the Insurer's paying for or making good any loss under this cover whether such acts or things shall be or become necessary or required before or after their indemnification from the Insurer.

#### **Replacement of key persons**

In the event of the death, bankruptcy, incapacity, desertion of the Premises or conviction of any offence (where such conviction affects the character or reputation of the convicted person with respect to his or her honesty moral standing or sobriety) of the tenant, manager, occupier or of any registered person You shall, where practicable, procure a suitable person to replace him or her and, if necessary, apply to the Registration Authority for the registration of that person.

#### **Exclusions applicable to this Extension**

The Insurer shall not be liable for

- 1. loss, directly or indirectly, caused by the cancellation of the registration as a result of any scheme of town or country planning improvement or redevelopment or surrender or reduction or redistribution of registration in connection therewith
- 2. loss, directly or indirectly, caused by any alteration of the law affecting the grant surrender or cancellation of registrations.
- 3. loss, directly or indirectly, caused by Your bankruptcy or insolvency or that of any

other person registered in respect of the Business at the Premises

- 4. loss of registration arising
  - (a) directly or indirectly from Your misconduct, connivance, neglect, delay, error, or omission or from any other cause within or under Your control
  - (b) from alteration of the Premises without consent of the appropriate authority.
  - (c) from the Premises being closed for any period which is not required by law or not being maintained in a sanitary condition or satisfactory state of repair
- 5. consequential loss of any kind.
- 6. any cause specifically excluded under Section 1 or Section 2 of this policy.

#### **14. Non-Invalidation**

This insurance shall not be invalidated by any act of omission or by any alteration whereby the risk of Damage is increased unknown to or beyond the control of the Insured provided that the Insured as soon as reasonably possible on becoming aware thereof shall give notice to the Insurer and pay any additional premium as may be required.

#### **15. Professional Fees**

The insurance by each item of this Section of the Policy on Buildings and Contents includes an amount in respect of architects' surveyors' and consulting engineers' fees necessarily and reasonably incurred in the reinstatement of the Property Insured consequent upon its Damage but not for preparing any claim it being understood that the amount payable for such Damage and fees shall not exceed in the aggregate the Sum Insured by each item.

#### **16. Public Authorities' and EU Legislation Clause**

The insurance by this Section extends to include such additional cost of reinstatement of the Property Insured which has sustained Damage as may be incurred solely by reason of the necessity to comply with the stipulations of:

- (a) European Union Legislation or
- (b) Building or other Regulations under or framed in pursuance of any Act of By-Laws of any Public Authority (hereinafter referred to as “the stipulations”) in respect of the Damage to the Property

excluding

- (a) the cost incurred in complying with the stipulations:
  - (i) in respect of Damage occurring prior to the granting of this Extension;
  - (ii) in respect of Damage not insured by this Section;
  - (iii) under which notice has been served upon the 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;
  - (v) in respect of property which has not sustained Damage or portions of the property which have not sustained Damage other than foundations (unless foundations are specifically excluded from the insurance by this Section) of that portion of the property which has sustained Damage;
- (b) the additional cost that would have been required to make good the property which has sustained Damage to a condition equal to its condition when new had the necessity to comply with any of the stipulations not arisen
- (c) the amount of any charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner thereof by reason of compliance with the stipulations.

#### **Special Conditions applicable to this clause**

- 1. The work of reinstatement must be commenced and carried out without unreasonable delay and in any case must be completed within twelve months after the Damage or within such further time as the Insurer may in writing allow (during the

said twelve months) and may be carried out upon another site (if the stipulations so necessitate) subject to the liability of the Insurer under this Extension not being thereby increased.

- 2. If the liability of the Insurer under this Section apart from this Extension shall be reduced by the application of any of the terms of the Policy the liability of the Insurer under this Extension in respect of any such item shall be reduced in like proportion.
- 3. The total amount recoverable under any item of this Section shall not exceed the Sum Insured thereby.
- 4. All the conditions of the Policy except insofar as they may vary shall apply as if they had been incorporated herein.

#### **17. Reinstatement Memorandum (Day One Basis)**

Subject to the following special conditions the basis upon which the amount payable in respect of Property Insured by Section 1 is to be calculated shall be the reinstatement of the property lost destroyed or Damaged.

- (a) For this purpose, ‘reinstatement’ means the rebuilding or replacement of property lost or destroyed which provided the liability of the Insurer is not increased may be carried out
  - (i) in any manner suitable to the requirements of the Insured
  - (ii) upon another site at the absolute discretion of the Insurer.

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

- (b) The Insured having stated in writing the Declared Value (shown as the Sum Insured in the Policy Schedule) for each of the said items the premium has been calculated accordingly.

'Declared Value' means the Insured's assessment of the cost of reinstatement of the Property Insured arrived at in accordance with paragraph (a) at the level of costs applying at the inception of the Period of Insurance (ignoring inflationary factors which may operate subsequently) together with insofar as the insurance by the item provides due allowance for

- (i) the additional cost of reinstatement to comply with Public Authority Requirements
- (ii) professional fees
- (iii) debris removal costs.

#### Special Conditions to Clause 1

- (a) At the inception of each Period of Insurance the Insured shall notify the Insurer of the Declared Value of the Property Insured by each of the said item(s). In the absence of such declaration the last amount declared by the Insured shall be taken as the Declared Value for the ensuing Period of Insurance.
- (b) The liability of the Insurer for the repair or restoration of property Damaged in part only shall not exceed the amount which would have been payable had such property been wholly destroyed.
- (c) No payment beyond the amount which would have been payable in the absence of this memorandum shall be made
  - (i) unless reinstatement commences and proceeds without unreasonable delay
  - (ii) until the cost of reinstatement shall have been actually incurred
  - (iii) if the Property Insured at the time of its loss destruction or Damage shall be insured by any other insurance effected by or on behalf of the Insured which is not upon the same basis of reinstatement.
- (d) All the terms and conditions of the Policy shall apply

- (i) in respect of any claim payable under the provisions of this memorandum except insofar as they are varied hereby
- (ii) where claims are payable as if this memorandum had not been incorporated except that the sum(s) insured shall be limited to 115% of the Declared Value(s).

#### 18. Removal of Debris

It is understood that the insurance by Section 1 extends to include costs and expenses necessarily incurred by the Insured with the consent of the Insurer in

- (a) removing debris
- (b) dismantling and/or demolishing
- (c) shoring-up or propping

of the portion or portions of the Property Insured that are Damaged

Under this clause the liability of the Insurer in respect of any item in Section 1 shall in no case exceed the Sums Insured thereby.

The Insurer will not pay for costs or expenses

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

#### 19. Re-erection of Plant and Machinery

The insurance by items covering machinery and plant include the cost of re-erecting fittings and fixing machinery and plant consequent upon destruction or Damage by any of the Defined Perils hereby insured against.

#### 20. Seasonal Stock Increase

The Sum Insured in respect of any item for Stock shall be increased by 25% for the months



of November and December and for 31 days immediately before Easter Sunday.

### **21. Temporary Removal**

Subject to the following provisions the Property Insured by this Section of the Policy (other than household goods personal effects and Stock) is covered whilst temporarily removed for cleaning renovation repair or other similar purposes in the Republic of Ireland or the United Kingdom provided that:

- (a) the liability of the Insurer under this clause in respect of each item of the Section for any Damage occurring shall not exceed 10% of the sum insured by the item
- (b) this clause does not apply to property in so far as it is otherwise insured.

This extension does not apply to property if and so far as it is otherwise insured nor to

- (a) motor vehicles and motor chassis licensed for normal road use
- (b) property held by the Insured in trust other than machinery and plant.

### **22. Temporary Removal (Deeds and Documents)**

The insurance of deeds and other documents manuscripts plans and writings of every description and books (written and printed) extends to cover such property excluding computer systems records for an amount not exceeding 10% of the value thereof whilst temporarily removed to any Premises not in the Insured's occupation and whilst in transit by road rail or inland waterway all in the Republic of Ireland or the United Kingdom. This extension does not apply to property if and so far as it is otherwise insured.

### **23. Trace and Access**

In respect of any Damage as defined on the face of the Policy and for which liability is admitted under this Policy this insurance extends to include costs and expenses (including Consulting Engineers' and other Fees) reasonably incurred by the Insured in

- (a) locating the source of any Damage and subsequently making good
- (b) or other repairs investigations and tests

subject to a limit of €10,000 any one loss.

### **24. Workmen**

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



## Exclusions applicable to Section 1 only

This insurance does not cover

### 1. Marine

loss destruction or Damage to property which at the time of the happening of the destruction or Damage is insured by or would but for the existence of this policy be insured by any marine policy or policies except in respect of any excess beyond the amount which would have been payable under the marine policy or policies had this insurance not been effected.

### 2. Pollution and Contamination

loss destruction or Damage or consequential loss caused by pollution or contamination except (unless otherwise excluded) destruction of or Damage to the Property Insured caused by

- (a) pollution or contamination which itself results from a Defined Peril hereby insured against
- (b) any Defined Peril hereby insured against which itself results from pollution or contamination.

### 3. Log cabins and other similar timber structures, portacabins and steel containers

loss or Damage other than by Fire Lightning Explosion to log cabins and other similar timber structures portacabins or similar prefabricated structures and steel containers and contents therein.

### 4. Playing Surfaces and Pitches

the first €750 for each and every loss in respect of artificial playing surfaces and artificial pitches.

Please also refer to General Policy Exclusions for other Exclusions applicable to this Section.

## Conditions applicable to Section 1 only

### 1. Insurer's Rights - Control of Claims

The Insurer shall be entitled

- (a) on the happening of loss or Damage to the Property Insured to enter take and keep possession of any Building where loss or Damage has happened and to take and keep possession of the Property Insured and to deal with the salvage in a reasonable manner without thereby incurring any liability and without diminishing the right of the Insurer to rely on any conditions of this Policy and this Policy shall be proof of leave and licence for such purpose
- (b) to any property for the loss of which a claim is paid hereunder and the Insured shall execute all such assignments and assurances of such property as may be reasonably required but the Insured shall not be entitled to abandon any property to the Insurer.
- (c) in respect of oil Damage which may be the subject of an indemnity under this policy we reserve the right to select experts or contractors from our own panel and the retention or engagement of experts or contractors (other than those carrying out emergency works) will at all times be subject to our approval.

### 2. Reinstatement

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

### 3. Condition of Average (Underinsurance)

The Sum Insured by each item of this Section is declared to be separately subject to Average.

Whenever a Sum Insured is declared to be subject to Average if such sum shall at the commencement of any Damage be less than the value of the property covered within such Sum Insured the amount payable by the Insurer in respect of such Damage shall be proportionately reduced.

### 4. Fire Precautions

In respect of fire extinguishing appliances within the Premises the Insured 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 currency of this Policy a maintenance contract providing for an annual inspection with an installer or supplier of approved equipment.

### 5. Fire Break Doors and Shutters

The Insured must maintain all firebreak doors and shutters within his custody or control in efficient working order and to keep them free from obstruction at all times.

### 6. Intruder Alarm

The Insured must ensure that in respect of any Intruder Alarm system installed at the Premises

- (a) a maintenance contract is maintained in force during the currency of this insurance with the installing contractor or other such contractor as agreed in writing by the Insurer.
- (b) the Premises are not left unattended unless
  - i) the intruder alarm is set in its entirety and where the equipment permits any central station to which the Intruder Alarm is connected has acknowledged the setting signal.

- ii) as far as the Insured or their representative is aware the Intruder Alarm is in full and efficient working order.

- (c) The agreement of the Insurer is obtained in writing before replacing extending or otherwise altering the Intruder Alarm system.
- (d) The Insurer is notified as soon as reasonably if the Insured receives written confirmation that the Garda Síochána or any other Police Authority may be withdrawing response to alarm calls.

For the purpose of this condition Intruder Alarm shall be deemed to include all lines and equipment used to transmit signals to and from the Premises

### 7. Survey and Risk Improvement

If this Policy has been issued or renewed subject to the Insurer completing a survey or surveys of the Premises of any of the locations as specified by the Insurer then pending completion of such survey(s) cover is provided by the Insurer on the terms conditions provisions exclusions 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 the opinion of the Insurer then the Insurer reserves the right to either alter the terms and conditions of the cover or to suspend or withdraw cover from the date cover was incepted or renewed or for any other period specified by the Insurer.

The Insured must comply with all survey risk improvements required by the Insurer within completion timescales specified by the Insurer. In the event that a risk improvement is not completed or risk improvement procedures are not introduced within the completion timescale specified by the Insurer then the Insurer reserves the right to either continue cover subject to alterations of the terms and condition of such cover or to suspend or withdraw cover effective

- (a) from the date cover was incepted or renewed or
- (b) from the expiry of any time period specified by the Insurer for completion introduction of the required survey risk improvements or
- (c) for any other period specified by the Insurer.

#### 8. Security Protection Condition

All security protections in force at the Premises existing at the inception of this Policy must be kept in force and in full operation and maintained throughout the currency of this Policy being not varied or removed without the written consent of the Insurer.

#### 9. Unoccupied Buildings

In respect of a totally or substantially Unoccupied Building cover is restricted to Fire Lightning and Explosion unless otherwise expressly agreed with the Insurer and noted by Endorsement.

The following conditions apply in respect of any Unoccupied Building.

- (a) notice is to be given to the Insurer when any Buildings become totally or partly Unoccupied or when an Unoccupied Building or portion thereof is again occupied
- (b) the following security protection conditions apply to all Unoccupied or partly Unoccupied Buildings
  - (i) all combustible material and Contents both inside and outside the Premises be removed as soon as the property becomes vacant
  - (ii) all firebreak doors and shutters will be kept closed and will be maintained in efficient working order
  - (iii) all fire extinguishing appliances will be kept in efficient working order
  - (iv) all accessible windows must be boarded up with 12.5 mm marine plywood or equivalent external glazed doors must also be similarly protected

- (v) entrance / exit doors must be fitted with a good quality five lever mortise deadlock and letter boxes sealed
- (vi) electricity to be restricted and localised to accommodate intruder/fire alarm and any security requirements as required by the above conditions
- (vii) minor malicious Damage to the Building must be repaired as soon as reasonably possible and consistent malicious Damage must be reported to the Insurer and the Gardaí.

#### 10. Buildings in Dilapidated State

In respect of any insured Building which is dilapidated obsolescent structurally unsound weakened or impaired the following conditions apply

- (a) the Reinstatement Memorandum does not apply
- (b) cover is restricted to Fire Lightning and Explosion.

Should property or portions of property suffer superficial affectation such property shall be regarded as undamaged property or undamaged portions of the property and no indemnity shall be payable hereunder in respect of such Damage.

#### 11. Contribution and Average

If at the time of any Damage there is any other insurance effected by or on behalf of the Insured covering any of the property lost destroyed or Damaged the liability of the Insurer hereunder shall be limited to its rateable proportion of such Damage.

If any such other insurance shall be subject to any average (underinsurance) condition this Policy if not already subject to any such condition of average shall be subject to average in like manner.

If any such other insurance is subject to any provision whereby it is excluded from ranking concurrently with this Policy either in whole or in part or from contributing rateably the liability of the Insurer under this Policy shall be

limited to that proportion of the Damage which the Sum Insured under this Policy bears to the value of the property.

If at the time of any loss destruction or Damage resulting in a loss under Section 2 of this Policy there be any other insurance effected by or on behalf of the Insured covering such loss or any part of it the liability of the Insurer hereunder shall be limited to its rateable proportion of such loss.

Please also refer to General Policy Conditions for other Conditions applicable to this Section.

## Section 2 – Business Interruption

This Section is only operative if stated as such in the Policy Schedule.

### Definitions applicable to Section 2 only

**Actual Gross Profit** means the Gross Profit earned during the financial year most nearly concurrent with the Period of Insurance.

**Damage** means accidental loss or destruction of or damage.

**Estimated Gross Profit** means the amount declared by the Insured to The Insurer as representing not less than the Gross Profit which it is anticipated will be earned by the Business during the financial year most nearly concurrent with the Period of Insurance (subject to the provision of Note 5 below).

**Gross Profit** means the amount by which the sum of the amount of the Turnover and the amounts of the closing stock and work in progress shall exceed the sum of the amounts of the opening stock and work in progress and the amount of the Uninsured Variable Costs

**Indemnity Period** means the period beginning when the Damage occurs and ending when the results of the Business cease to be affected by the Damage but not exceeding the Indemnity Period as shown in the Policy Schedule.

**Insurable Amount** means the Gross Profit which would have been earned in the twelve months immediately following the date of the Damage (*see note below*).

**Maximum Indemnity Period** means the maximum period for which cover will be provided as stated in the Policy Schedule.

**Rate of Gross Profit** shall mean the rate which Gross Profit would have borne to Turnover during the Indemnity Period.

**Standard Turnover** shall mean the Turnover which would have been obtained during the Indemnity Period (*see note below*).

**Turnover** shall mean the money paid or payable to the Insured for goods sold and delivered and for services rendered in course of the Business at the Premises.

**Uninsured Variable Costs** means

1. Purchases (less discounts received)
2. Discounts allowed
3. Bad debts.

**Unoccupied Building** means any Building or part of any Building which is empty or not in use by the Insured or any tenant of the Insured for more than thirty (30) consecutive days.

The following notes refer to the definitions stated above

1. To the extent that the Insured is accountable to the tax authorities for Value Added Tax all terms in this insurance shall be exclusive of such tax.
2. For the purpose of these definitions any adjustment implemented in current cost accounting shall be disregarded.
3. The amounts of the opening and closing stocks and work in progress shall be arrived at in accordance with the Insured's normal accountancy methods due provision being made for depreciation.
4. The uninsured variable costs have the meaning usually attached to them in the Insured's accounts.
5. In the definitions of Estimated Gross Profit and Insurable Amount the amount of Gross Profit shall be proportionately increased to correspond with the Maximum Indemnity Period where it exceeds twelve months Indemnity Period the period beginning when the Damage occurs and ending when the results of the Business cease to be affected by the Damage but not exceeding the Maximum Indemnity Period as shown in the Policy Schedule.

**NOTE:** *Adjustments to the Standard Turnover Rate of Gross Profit and Insurable Amount to take account of the trends of the Business and*

*of the variations in or other circumstances affecting the Business either before or after the Damage or which would have affected the Business had the Damage not occurred (subject to the provision of Note 5 above).*

## Section 2 Insuring Clause - What is Covered

If Damage by any Defined Perils occurs at the Premises

- A. which causes interruption of or interference with the Insured's Business at the Premises
- B. Which prevents the Insured from tracing or establishing customers' Outstanding Debit Balances in whole or in part due to them

We will pay to the Insured:

1. In respect of A the amount of loss resulting from the interruption or interference caused by the Damage in accordance with the provisions of the insurance provided that
  - (i) payment has been made or liability admitted for the Damage under an insurance covering the interest of the Insured in the Property; or
  - (ii) payment would have been made or liability admitted for the Damage but for the operation of a proviso in such insurance excluding liability for losses below a specified amount.
2. in respect of B the amount of loss resulting from the Damage in accordance with the provisions of the insurance

The Insurer's liability in any one Period of Insurance shall not exceed in the whole

1. in respect of A. above the Total Sum Insured or in respect of any item its Sum Insured or any other stated limit of liability

2. in respect of B. above the limit of liability stated in the Schedule

### The Covers Provided

The following covers are provided if stated as such in the Policy Schedule.

**Gross Profit** (if shown as covered in the Policy Schedule).

Subject to the provisions below the Insurer 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 necessarily and reasonably incurred 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

The following provisions are applicable to this cover.

#### 1. Alternative Trading

If during the Indemnity Period goods shall be sold or services shall be rendered elsewhere than at the Premises for the benefit of the Business either by the Insured or by others on his behalf the money paid or payable in respect of such sales or services shall be brought into account in arriving at the Turnover during the Indemnity Period.

#### 2. Savings

If any of the charges or expenses of the Business payable out of Gross Profit cease or

reduce in consequence of the Damage the amount of such savings during the Indemnity Period shall be deducted from the amount payable.

#### 3. Underinsurance

If the Sum Insured is less than the Insurable Amount the amount payable shall be proportionately reduced.

**Gross Revenue** (if shown as covered in the Policy Schedule).

Subject to the provisions below the Insurer 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 Gross Revenue
- (b) in respect of Increase in Cost of Working - the additional expenditure necessarily and reasonably incurred 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

The following provisions are applicable to this cover.

#### 1. Alternative Trading

If during the Indemnity Period goods shall be sold or services shall be rendered elsewhere than at the Premises for the benefit of the Business either by the Insured or by others on his behalf the money paid or payable in respect of such sales or services shall be brought into account in arriving at the Gross Revenue during the Indemnity Period.

#### 2. Savings

If any of the charges or expenses of the Business payable out of Gross Revenue cease



or reduce in consequence of the Damage the amount of such savings during the Indemnity Period shall be deducted from the amount payable.

### 3. Underinsurance

If the Sum Insured is less than the Insurable Amount the amount payable shall be proportionately reduced.

### Outstanding Debit Balances (if shown as covered in the Policy Schedule).

The Insurer will pay as indemnity –

1. the difference between
  - a) the Outstanding Debit Balances
  - and
  - b) the total of the amounts received or traced in connection with such balances
2. (the additional expenditure incurred with the consent of the Insurer in tracing and establishing customers' debit balances after the Damage

The following provisions are applicable to this cover.

#### 1. Professional Accountants' Charges

The Insurer will pay the reasonable charges payable by the Insured to their professional accountants for producing information required by the Insurer under the terms of the Claims Conditions and for reporting that such information is in accordance with the Insured's accounts

#### 2. Limit of Liability

The Insurer's liability in any Period of Insurance shall not exceed in the whole €150,000

### Additional Cost of Working (if shown as covered in the Policy Schedule).

The Insurer will pay as indemnity the additional expenditure necessarily and reasonably incurred in order to minimise any interruption or interference with the Business during the

Indemnity Period in consequence of the Damage.

Inner limit of liability: In the first 3 months of the Indemnity Period up to 50% of the Sum Insured.

### Gross Rent (if shown as covered in the Policy Schedule).

The Insurer will pay in respect of Buildings which have suffered Damage

- (a) the Loss of Rent receivable being the actual amount of the reduction in rent receivable by the Insured during the Indemnity Period solely in consequence of the Damage
- (b) the Loss of Rent payable being the actual amount of the rent which continues to be payable by the Insured in respect of the Building or portions of the Building or portions of the Building whilst unfit for occupation during the Indemnity Period solely in consequence of the Damage
- (c) the Additional Expenditure being the expenditure necessarily and reasonably incurred in consequence of the Damage solely to avoid or minimise the loss of rent during the Indemnity Period but not exceeding the amount of the reduction avoided by such expenditure

But the Insurers liability shall be limited to the loss suffered within the Indemnity Period as specified in the Policy Schedule commencing from the date of the Damage

The following provisions are applicable to this cover.

#### 1. Service Charges

Rent is deemed to include service charges unless otherwise stated in the Policy Schedule.

#### 2. Savings

If any of charge or expenses of the payable out of Rent shall cease or reduce during the Indemnity Period in consequence of the Damage the sum saved shall be deducted from the amount otherwise payable under this



insurance before the application of special condition 4 below.

### 3. Underinsurance

If the sum insured is less than the Day One Rental Value the Insurer's liability for any loss shall be limited to that proportion of the amount otherwise payable which the sum insured bears to the Day One Rental Value

Day One Rental Value shall mean the annual rent at the commencement of the Period of Insurance

or

- a) If a rent review is outstanding at that time the estimated annual rent following settlement of the review
- b) If the Premises are untenanted at that date the estimated annual rent at which that premises would have been let

in each case proportionally increased where the Indemnity Period exceeds 12 months.

## Extensions applicable to Section 2 only.

### 1. Murder, Suicide, Food or Drink Poisoning, Vermin and Specified Diseases - this insurance is only operative if shown as such in the Policy Schedule.

The insurance provided by Section 2 is extended to include reasonable pecuniary loss or expenses incurred by the Insured resulting from interruption of or interference with the Business arising from restrictions on the use of the Premises on the order of a competent police or local/health authority in consequence of;

- (a) any incident of murder or suicide at the Premises
- (b) any discovery of vermin or pests at the Premises

- (c) any incident of injury or illness attributable to food or drink supplied from the Premises
- (d) any occurrence of a Specified Disease at the Premises
- (e) any discovery of an organism at the Premises resulting in or likely to result in the occurrence of a Specified Disease at the Premises.

Specified Disease shall mean illness sustained by any person resulting from acute encephalitis, acute infectious hepatitis, acute meningitis, acute poliomyelitis, anthrax, bubonic plague, chicken pox, cholera, diphtheria, dysentery, haemolytic uraemic syndrome, legionellosis, legionnaires disease, leprosy, leptospirosis, malaria, measles, meningococcal infection, mumps, opthalmia neonatorum, paratyphoid fever, rabies, rubella, scarlet fever, small pox, streptococcal disease, tetanus, tuberculosis, typhoid fever, typhus, viral hepatitis, whooping cough or yellow fever.

The maximum amount payable by the Insurer in any one Period of Insurance under this Extension shall not exceed 10% of the Total Sum Insured by Section 2 or €5,000, whichever is less.

For the purpose of this Extension

- (a) Indemnity Period shall mean the period during which the results of the Business shall be affected in consequence of the incident, discovery or occurrence beginning with the date from which the restrictions on the Premises are applied (or in the case of (a) or (b) above, with the date of the incident or discovery) and ending no later than the maximum Indemnity Period of six months.
- (b) In the event that the Policy includes an extension which deems Damage at locations other than the Insured's Premises to be insured, such locations shall not be covered by this Extension.

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

**2. Denial of Access - this insurance is only operative if shown as such in the Policy Schedule.**

It is agreed that loss as insured by this Section extends to include direct interruption or interference with the Business in consequence of Damage to the surrounding areas and/or to property in the vicinity of the Insured's Premises which shall prevent or hinder the use thereof whether the Premises or Property of the Insured shall be Damaged or not. The Insurer's Limit of Liability shall not exceed in respect of any one loss under this extension the Policy Limit or €25,000 whichever is the lessor.

**3. Public Utilities - this insurance is only operative if shown as such in the Policy Schedule.**

It is agreed that loss as insured by this Section extends to include direct or indirect interruption or interference with the Business arising out of Damage to Property at any

- (a) generating station or sub-station of the public electricity supply undertaking
- (b) land based premises of the public gas supply undertaking or of any natural gas produced linked directly therewith
- (c) water works or pumping station of the public water supply undertaking

from which the Insured obtains electricity gas or water all in the Ireland and the United Kingdom.

The Insurer's Limit of Liability shall not exceed in respect of any one loss under this extension

the Policy Limit or €25,000 whichever is the lessor.

**4. Loss of Attraction - this insurance is only operative if shown as such in the Policy Schedule.**

Any loss as insured resulting from interruption of or interference with the Business in consequence of loss destruction or Damage at the under-noted situations or to property as under-noted shall be deemed to be an Incident:

Property within the vicinity of the Premises such loss destruction or Damage directly resulting in a diminished attraction to customers and solely in consequence thereof an identifiable reduction in the Insured's Business.

The Insurer's Limit of Liability shall not exceed in respect of any one loss under this extension the Policy Limit or €25,000 whichever is the lesser.

**5. Accumulated Stocks**

In adjusting any loss account shall be taken and an equitable allowance made if any shortfall in turnover due to the Damage is postponed by reason of the turnover being temporarily maintained from accumulated stocks of finished goods in warehouses or depots.

**6. Automatic Reinstatement of Sum Insured**

In consideration of the Sum Insured by any item hereof not being reduced by the amount of any loss the Insured undertakes to pay the appropriate additional premium on the amount of any loss from the date thereof to the date of the expiry of the Period of Insurance.

**7. Payments on Account**

Payments on account will be made to the Insured monthly if desired.

**8. Professional Accountants**

Any particulars or details contained in the Insured's books of account or other business books or documents which may be required by

the Insurer for the purpose of investigation or verifying any claim hereunder may be produced by professional accountants if at the time they are regularly acting as such for the Insured and their report shall be prima facie evidence of the particulars and details to which such report relates. The Insurer will pay to the Insured the reasonable charges payable by the Insured to their professional accountants for producing such particulars or details or any other proofs information or evidence as may be required by the Insurer under this Section and reporting that such particulars or details are in accordance with the Insured's books of account or other business books or documents provided that the sum of the amount payable under this clause and the amount otherwise payable under this Section shall in no case exceed the Total Sum Insured by this Section.

### **Exclusions applicable to Section 2 only.**

#### **Pollution and Contamination**

Loss destruction or Damage or consequential loss caused by pollution or contamination except (unless otherwise excluded) destruction of or Damage to the Property Insured caused by

- (a) pollution or contamination which itself results from a Defined Peril hereby insured against
- (b) any Defined Peril hereby insured against which itself results from pollution or contamination.

Please also refer to General Policy Exclusions for other Exclusions applicable to this Section.

## Section 3 – Money

This insurance is only operative if stated as such in the Policy Schedule.

### Definitions applicable to Section 3 only.

**Money** means current notes and coins cheques (other than pre-signed blank cheques whether crossed or uncrossed) postal orders money orders securities for money crossed banker's drafts unused postage stamps travellers' cheques Premium Bonds credit and debit card sales vouchers Value Added Tax purchase vouchers luncheon vouchers gift tokens and unused credit on postal franking machines all belonging to the Insured for which it has accepted responsibility.

**Working Hours** means the times during which the Insured's Premises are actually occupied for Business purposes and during which the Insured's employees entrusted with Money are on the Premises.

**Employee** means any person who is

- (a) under a contract of service or apprenticeship with the Insured or being trained under a Government approved training scheme under the control of the Insured
- (b) a director employed by the Insured under a contract of service and who controls no more than 5% of the issued share capital of the Insured
- (c) retired from full time employment with the Insured who is working for the Insured as a consultant under the control and direction of the Insured
- (d) any volunteer working under the control and direction of the Insured in connection with the Business of the Insured whilst in the service of the Insured, including the period of 30 days immediately after the termination of service.

### Section 3 Insuring Clause - What is Covered

The Insurer agrees to indemnify the Insured against loss of Money as hereinafter defined occurring during the Period of Insurance subject to the terms exceptions definitions and conditions contained therein subject to the limits set out in the Policy Schedule.

Item	Property and Circumstances	Cash / Currency
1	In the Insured's Premises during Working Hours' or in transit or in a bank night safe and thereafter within bank premises until at the bank's risk or at any of the Insured's contract sites	Limit as per Schedule
2	In the Insured's Premises out of Working Hours 1) in the specified locked safe as stated in the Policy Schedule 2) in all other locked safes or strongrooms 3) not in a locked safe or strong room	Limit as per Schedule €1,000 €320
3	Franks in transit or on the Insured's Premises.	€10,000
4	Non-negotiables in transit or on the Insured's Premises.	€25,000
5	in the Insured's residence or that of any of the Insured's directors, partners, trustees, volunteers, authorised collectors or employees.	€1,000

Non-Negotiable referred to in item 4 shall consist of Crossed Cheques Crossed Giro Cheques Crossed Postal Orders Crossed Money Orders and Crossed Bankers' Drafts.

### Exclusions applicable to Section 3 only.

This insurance does not provide cover due to

- (a) shortage due to error or omission
- (b) loss or Damage arising from the dishonesty of any employee unless such loss or Damage is discovered within fourteen working days of its occurrence
- (c) loss covered by a fidelity guarantee / theft by and employee policy of insurance
- (d) loss from an unattended vehicle
- (e) any loss resulting directly or indirectly from forgery fraudulent alteration substitution fraudulent use of a computer or electronic transfer
- (f) loss resulting from any form of payment which proves to be counterfeit false fraudulent invalid uncollectible or irrecoverable for any reason.
- (g) any loss in excess of the manufacturers cash rating of any specified safe from which a theft occurs

Please also refer to General Policy Exclusions for other Exclusions applicable to this Section.

### Conditions applicable to Section 3 only.

#### 1. Intruder Alarm

The Insured must ensure that in respect of any intruder alarm system installed at the Premises

- (a) a maintenance contract is maintained in force during the currency of this insurance with the installing contractor or other such contractor as agreed in writing by the Insurer
- (b) the Premises are not left unattended unless
  - i) the intruder alarm is set in its entirety and where the equipment permits any central station to which the Intruder Alarm is connected has acknowledged the setting signal
  - ii) as far as the Insured or their representative is aware the Intruder Alarm is in full and efficient working order.
- (c) the agreement of the Insurer is obtained in writing before replacing extending or otherwise altering the Intruder Alarm system
- (d) the Insurer is notified as soon as reasonably possible if the Insured receives written confirmation from the Garda Síochána or any other Police Authority that they may be withdrawing response to alarm calls.

For the purpose of this condition Intruder Alarm shall be deemed to include all lines and equipment used to transmit signals to and from the Premises.

All outside Business Hours the safes and/or strongrooms shall be locked and the keys thereof shall not be left on the Premises unless the Premises are occupied by the Insured or an authorised employee in which case the keys if left on the Premises shall be deposited in a secure place not in the vicinity of the safes and/or strongrooms.

## 2. Escort Condition

Money in transit shall be escorted as under mentioned

Cash/Currency in Transit	Minimum Escort
Up to €2,500	One able bodied person
€2,501 - €5,000	Two able bodied persons (including carrier)
€5,001 - €7,500	Three able bodied persons (including carrier)
€7,501 - €10,000	Four able bodied persons (including carrier)
€10,001 and over	Security Firm

Please also refer to General Policy Conditions for other Conditions applicable to this Section.

## Section 4 - Theft by Employee Insurance

This Section is only operative if stated as such in the Policy Schedule.

### Definitions applicable to Section 4 only.

**Acting in Collusion** means all circumstances where two or more Employees are concerned or implicated together or materially assist each other in committing a Fraudulent Act

**Aggregate** means the maximum amount (howsoever arising) for which the Insurer shall be liable in respect of insurance available under this Fidelity Guarantee Insurance in relation to the applicable Period of Insurance

**Claim** means all loss or losses caused by any Fraudulent Act either resulting from a single act or any number of related acts committed throughout the continuation of this insurance (or any insurance issued in substitution thereof or for which this insurance is substituted) irrespective of whether such acts are committed or caused prior to the inception of the Fidelity Guarantee Insurance or during the Period of Insurance stated in the Schedule or during any subsequent Period of Insurance

Nothing in this definition will make the Insurer liable for acts committed prior to the Commencement Date or after the termination date except to the extent that cover is provided under the Previous Insurance Section

**Commencement Date** means the date from which insurance in respect of any Employee commenced

**Discovery or Discovered** means when a director partner departmental director senior manager trustee or officer of the Insured becomes aware of acts which would cause a reasonable person to assume that a loss covered by this Fidelity Guarantee Insurance has been or will be incurred even though the



exact amount or details of such loss may not then be known

**Employee** means any person who is

- (a) under a contract of service or apprenticeship with the Insured or being trained under a Government approved training scheme under the control of the Insured
- (b) a director employed by the Insured under a contract of service and who controls no more than 5% of the issued share capital of the Insured
- (c) retired from full time employment with the Insured who is working for the Insured as a consultant under the control and direction of the Insured
- (d) any volunteer working under the control and direction of the Insured in connection with the Business of the Insured whilst in the service of the Insured.

Whilst in the service of the Insured shall include the period of 30 days immediately following the termination of service

**Excess** means the first part of any one Claim borne by the Insured as specified in the Schedule at the time of the occurrence of the Fraudulent Act (or if a series of related acts the last act in the series) or as otherwise provided for by this Theft by Employee Insurance

**Fraudulent Act** means any act of fraud or dishonesty committed by any Employee alone or Acting in Collusion with others committed with the clear intent of obtaining an improper personal financial gain (which shall not include salaries fees commission and other earnings in the normal course of employment) for themselves or for any other person or organization intended by such Employee to receive such gain

**Geographical Limits** means the United Kingdom or the European Union.

**Minimum Standards of Control** means the minimum standards of supervision accounting procedures and for checking the security of Property as set out herein and agreed between the Insurer and the Insured from time to time as detailed in the Schedule

**Money** means currency coins bank note bullion travellers cheques and luncheon vouchers

**Property** means Money Securities or goods belonging to the Insured or for which they are legally responsible

**Securities** means

- (a) share certificates allotment letters bonds or debentures
- (b) promissory notes except
- (c) those issued or purporting to have been issued for use as currency
- (d) those secured or purporting to be secured directly or indirectly by assigned accounts or what purports to be assigned accounts
- (e) deeds of trust mortgages upon real property and upon interests in real property and assignments of such mortgages
- (f) letters of credit.

## Section 4 Insuring Clause - What is Covered

The Insurer will indemnify the Insured up to the Limit of Indemnity in respect of

- (a) loss of Property as a direct result of a Fraudulent Act committed during the Period of Insurance
- (b) auditor's fees necessarily incurred with the Insurer's written consent to substantiate the amount of any loss provided that the maximum amount payable by the Insurer shall not exceed €25,000 any one Claim
- (c) the reasonable cost of rewriting or amending the software programs or systems where such rewriting or amending is necessary

to correct the programs or amend the security codes following the fraudulent use of computer hardware or software programs or computer systems which is the subject of a valid Claim that the Insurer has agreed to indemnify

### Interpretation

In this Theft by Employee Insurance

- (a) the singular includes the plural and vice versa
- (b) the male gender includes the female and neutral genders
- (c) references to any Act or law include any rules or regulations promulgated thereunder and any re-enactment replacement amendment or modification thereof in whole or part and whether before or after the date of this insurance

the use of headings and sub-headings is for ease of reference only and is not intended to be construed as an aid to interpretation

### Exclusions Applicable to Section 4 only.

The Insurer shall not be liable for

- (a) loss of interest penalties fines or consequential loss of any kind
- (b) any loss caused by any Fraudulent Act of any Employee committed prior to the Commencement Date
- (c) any loss Discovered more than 24 months after
  - (i) the termination of the cover provided by this Section or
  - (ii) such loss was caused or commenced to be caused or
  - (iii) the resignation dismissal retirement or death of any Employee whose Fraudulent Act gave rise to a Claim whichever occurs first
- (d) any loss where proof of the existence of Property or the amount of the loss is dependant solely upon an inventory

computation or a profit and loss computation

- (e) any loss where the Fraudulent Act is committed by an Employee not resident within the Geographical Limits
- (f) any further Fraudulent Act committed by an Employee subsequent to the date of Discovery of a Fraudulent Act for which cover is provided under this Section
- (g) any loss or losses caused by the fraudulent use of the telephone or other telecommunication system operated by the Insured
- (h) any loss which in the opinion of the Insurer is more properly and specifically provided for by any other Section of this Insurance policy

Please also refer to General Policy Exclusions for other Exclusions applicable to this Section.

### Conditions applicable to Section 4 only.

The Insured must ensure full compliance in with each of the following conditions:

#### 1. Termination of Employment

Upon the termination of service of any Employee the Insured shall take all reasonable precautions to prevent a Fraudulent Act by that Employee

#### 2. References

The Insured shall ensure that satisfactory written or verbal references to confirm the honesty of each Employee who responsible for Property accounts computer operations or computer programming and engaged after commencement of this the cover under this Section.

Such references shall be obtained directly from former employers for the three years immediately preceding engagement and before the Employee is entrusted without supervision

References need not be obtained in respect of volunteers and Employees who have

satisfactorily and continuously served the Insured for at least one year in another capacity before being entrusted with the duties referred to above

In respect of Employees joining directly from school or government sponsored Youth training schemes one character reference shall be obtained

A written record of any verbal reference shall be made at the time it is obtained and the original copy of each written reference and the record of any verbal reference shall be retained by the Insured and shall be made available for inspection by the Insurer.

### **3. Minimum Standards of Control**

The Insured shall ensure that the Minimum Standards of Control are operated or brought into force and shall not make any change to the Minimum Standards of Control unless the Insurer is advised and Our written approval is obtained

The Minimum Standards of Control shall be maintained in full operation throughout the currency of this Fidelity Guarantee Insurance unless the Insurer are advised and their written consent obtained

The following Minimum Standards of Control shall apply:

#### **Audit of Accounts**

The accounts of the Insured including all subsidiary companies shall be examined by two independent committee members every twelve months.

All recommendations or alternative acceptable to the auditors shall be implemented without delay

#### **Cash Receipts**

Employees receiving cash and cheques in the course of their duties shall be required to remit

all monies received and/or bank in full on the day of receipt or the next banking day

#### **Reconciliation**

Independently of Employees responsible bank statements receipts counterfoils and supporting documents shall be checked at least monthly against the cash book entries and the balance tested with cash and un-presented cheques

#### **'Cheque' Signing**

All cheques or other bank instruments drawn for more than €2,000 shall require two manually applied signatures to be added after the amount has been inserted the Insured shall advise their bankers accordingly

No cheque or instrument must be signed until one signatory has examined the supporting documentation

#### **Cash and Petty Cash**

Cash in hand and petty cash shall be checked independently of Employees usually responsible at least monthly and additionally without warning every six months

#### **Payroll**

The cost of the payroll will be subject to an independent check before payment to ensure that the total amount drawn is correct

At least quarterly and independently of persons responsible the payroll will be checked to minimise the possibility that fictitious names and enhanced payments have been included

#### **Statements of Account**

Statements of account for all amounts due will be issued at least monthly and direct to customers independently of Employees receiving or collecting monies

Action by management shall be taken if an account becomes three months overdue

All Employees shall be instructed as to their duties or responsibilities in respect of the Minimum Standards of Control and be expected to comply with Minimum Standards of Control at all times

### Conditions applicable to Section 4 only

#### 1. Notice and Proof of Claims

On the Discovery of any act which may give rise to a Claim the Insured shall

- a) report as soon as reasonably possible to the Insurer (whether it is intended to make a Claim or not)
- b) take all steps possible to prevent further losses
- c) within 30 days after the Discovery or such additional time as the Insurer may in writing agree provide the Insurer at the Insured's own expense (except as otherwise provided for by this Section) with full details of any Claim and give all evidence information proofs and assistance as the Insurer may require

#### 2. Reimbursement

The Insurer shall be entitled if they so wish to take over and conduct in the name of the Insured all Claims and rights of action of the Insured in respect of any act giving rise to a Claim under this Section. The Insured shall give all assistance as the Insurer may require

#### 3. Deduction from Loss

All monies belonging to or the entitlement of the Employee in respect of whom a Claim is made in the hands of the Insured shall insofar as legally permissible be deducted from the amount of the loss before a Claim is made under this Section

#### 4. Recoveries

Any recoveries made by either the Insured or the Insurer on account of such loss shall be applied in the following order

- a) to reimburse the Insured in full for that part (if any) of the loss which exceeds

the Limits of Indemnity (disregarding the amount of any Excess applicable)

- b) to reimburse the Insurer if payment has already been made or if not to reduce that part of the loss for which the Insurer is responsible under this Section
- c) to reduce that part of the loss for which the Insured is responsible by virtue of any Excess under this Section or for which other insurers under any other policy of insurance of which this Section is in excess

#### 5. Valuation

In the case of Securities, the Insurer shall not be liable for more than the actual cash value of the Securities at the close of business on the business day immediately preceding the day on which the loss was Discovered or for more than the actual cost of replacing the Securities whichever is the less

#### 6. Application of the Limits of Indemnity

The liability of the Insurer for loss resulting from a Fraudulent Act will not exceed the amounts stated in the Policy Schedule in respect of

- (a) any one Claim
- (b) The Aggregate for all Claims under this Section

The limit of indemnity in respect of any one Claim shall be the amount stated in the Schedule at the time of the occurrence of the Fraudulent Act (or if a series of related acts then the last act in the series)

All Claims attributable to the same act error or omission or series of acts errors or omissions consequent upon or attributable to the same original cause or source will be regarded as one Claim

Where the Insurer is liable to indemnify more than one person firm company or body the total amount of indemnity payable under this insurance shall not exceed the Limit of Indemnity specified in the Policy Schedule.

## 7. Renewal Procedure

Prior to renewal date each year the Insurer may request the Insured to complete a declaration form and/or provide additional information upon request

The renewal premium (and if applicable any adjustment of premium for the past year) will be calculated on the information provided by the Insured

Renewal will not be invited unless a satisfactory declaration is received by the Insurer when requested prior to renewal date. Failure to submit a declaration form prior to renewal when requested or submission of an unsatisfactory declaration will cause this Insurance to be lapsed from the renewal date

Please also refer to General Policy Conditions for other Conditions applicable to this Section.

## Section 5 - Commercial All Risks

This Section is only operative if stated as such in the Policy Schedule.

### Definitions applicable to Section 5 only

**Insured's Contribution / Excess** means the first amount of each and every claim borne by the Insured as specified in the Policy Schedule ascertained after application of the Underinsurance Condition

### Section 5 Insuring Clause - What is Covered

If during the Period of Insurance, the Property Insured or any part of such property is accidentally Damaged due to any cause not hereunder excluded the Insurer will pay to the Insured the value of the property at the time of such Damage or at its option reinstate or replace such property or any part of such property

Provided that

1. the liability of the Insurer shall in no case exceed in respect of each Item the sum expressed in the Policy Schedule to be insured thereon or in the whole the Total Sum Insured hereby
2. if the Insurer elects or becomes bound to reinstate or replace any Property Insured the Insured shall at his own expense produce and give to the Insurer all such plans documents books and information as the Insurer may reasonably require. The Insurer shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner and shall not in any case be bound to expend in respect of any one of the Items insured more than the Sum Insured thereon

## Exclusions applicable to Section 5 only

The Insurer shall not be liable for

- (a) Damage caused by
  - (i) wear and tear moth vermin atmospheric or climatic conditions or any gradually operating cause
  - (ii) alterations maintenance repairs or any process of cleaning or restoring
  - (iii) delay confiscation or detention by order of any government or public authority
  - (iv) counterfeit substitute or foreign coins
  - (v) mechanical or electrical breakdown or derangement
- (b) breakage of electrical valves bulbs or tubes unless forming part of the property and fixed therein and happening as the result of Damage to such property
- (c) loss or Damage to any property left unattended in the open
- (d) the contents of machines unless such contents are shown in the Policy Schedule
- (e) depreciation contamination consequential loss or consequential Damage of any kind or description
- (f) Damage to electrical plant or apparatus caused by self-ignition but this exclusion shall only apply to that part of the electrical plant or apparatus in which self-ignition occurs
- (g) Damage
  - (i) directly or indirectly occasioned by or happening through or in consequence of riot or civil commotion elsewhere than within the Republic of Ireland Great Britain the Channel Islands or the Isle of Man
  - (ii) directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds
- (h) Damage to
  - (i) Computer Equipment
  - (ii) Portable Computer Equipment
  - (iii) Computer Ancillary Equipment
  - (iv) Computer System Records

- (i) Damage due to theft or attempted theft while the Property Insured is in an unattended vehicle unless
  - (i) windows and other openings are fully closed and properly fastened
  - (ii) the vehicle is in a locked garage or compound overnight
  - (iii) the Property Insured is concealed from view
    - in a locked boot or covered luggage compartment in a motor car or
    - in an enclosed luggage area of a van or lorry
  - (iv) any alarm system fitted to the vehicle is activated.

Please also refer to General Policy Exclusions for other Exclusions applicable to this Section.

## Conditions applicable to Section 5 only

### 1. Application of Limits of Indemnity

The liability of the Insurer under this Section during any one Period of Insurance shall not exceed

- (a) in respect of any one item of the Property the sum opposite thereto in the Policy Schedule
- (b) in respect of all loss or Damage the Total Sum Insured by Section 5 detailed in the Policy Schedule.

It is declared and agreed that the Sum Insured serves as an indication of the limit of the Insurer's liability but does not imply an admission of the value of the Property Insured.

### 2. Condition of Average (Underinsurance)

The Sum Insured by each item of this Section is declared to be separately subject to Average.

Whenever a Sum Insured is declared to be subject to Average if such sum shall at the commencement of any Damage be less than the value of the property covered within such Sum Insured the amount payable by the



Insurer in respect of such Damage shall be proportionately

### 3. Contribution and Average

If at the time of any Damage there is any other insurance effected by or on behalf of the Insured covering any of the property Damaged the liability of the Insurer hereunder shall be limited to its rateable proportion of such Damage.

If any such other insurance shall be subject to any average (underinsurance) condition this Policy if not already subject to any such condition of average shall be subject to average in like manner.

If any such other insurance is subject to any provision whereby it is excluded from ranking concurrently with this Policy either in whole or in part or from contributing rateably the liability of the Insurer under this Policy shall be limited to that proportion of the Damage which the Sum Insured under this Policy bears to the value of the property.

If at the time of any Damage resulting in a loss under Section 2 of this Policy there be any other insurance effected by or on behalf of the Insured covering such loss or any part of it the liability of the Insurer hereunder shall be limited to its rateable proportion of such loss.

Please also refer to General Policy Conditions for other Conditions applicable to this Section.

## Section 6 – Computer

This Section is only operative if stated as such in the Policy Schedule.

### Definitions applicable to Section 6 only.

**Accident** means

- a) Damage to Property Insured under Cover 1 or 2 (a) of this Section.
- b) The failure of any telecommunications system used in connection with the Property Insured caused by accidental physical Damage occurring within the Territorial Limits.
- c) The accidental failure or fluctuation of the supply of electricity to the Property Insured.
- d) Denial of access to or use of the Property Insured due to
  - (i) Damage to other property at or in the vicinity of the Premises shown in the Schedule or
  - (ii) the exercise by any public or Police authority of its powers for the sole purpose of safeguarding life or property.
- e) Corruption of Data.

**Computer Equipment** means equipment used for the electronic processing communication and storage of data consisting of

- (a) installed Computer Equipment comprising mainframes servers personal computers and other installed equipment including
  - (i) fixed discs interconnecting wiring and telecommunications equipment
  - (ii) printers scanners and other peripheral computer equipment solely for use with other insured installed Computer Equipment excluding equipment controlling any manufacturing process
- (b) Portable Computer Equipment that is designed to be carried on or by a person



consisting of laptops palmtops notebooks and tablet personal computers but excluding any smart phones or other mobile devices where the sole or primary function of the item is to make/send and receive telephone calls and SMS messages

**Auxiliary Equipment** means auxiliary equipment solely for use with Computer Equipment comprising temperature and environmental control equipment power supply voltage regulation and protective devices.

**Computer Media** means

- a) data carrying materials of all types
- b) soft-ware programs or data.

other than paper records or paper licenses.

**Corruption of Data** means loss distortion corruption or erasure of software programs or data forming part of Computer Media.

**Hacking** means unauthorised access to any computer or other equipment or component or system or item whether part of the Property Insured or not which processes stores transmits or retrieves data

**Indemnity Period** means the period during which the additional expenditure is incurred beginning immediately following an Accident and continuing for a period no longer than a total of 3 months.

**Maintenance Agreement** means a maintenance rental hire or lease agreement providing at an inclusive cost on-call remedial maintenance with free repair or replacement in the event of breakdown arising out of normal use.

**Territorial Limits** means Ireland Great Britain Northern Ireland the Isle of Man and the Channel Islands.

**Virus or Similar Mechanism** means 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. This includes but is not limited to viruses Trojan horses worms and logic bombs

### Cover Options applicable to Section 6 only

The Insurer agrees to indemnify the Insured against loss or Damage occurring during the Period of Insurance by any of the Covers stated below subject to the applicable Cover being stated as insured in the Policy Schedule

#### Cover 1 – Material Damage to Computer Equipment and Auxiliary Equipment (if stated as being covered the Policy Schedule)

Damage to

- (a) Installed Computer Equipment and Auxiliary Equipment located at the Premises shown in the Policy Schedule
- (b) Portable Computer Equipment located anywhere within the Territorial Limits.

#### Cover 2 - Computer Media /Reinstatement of Data (if stated as being covered the Policy Schedule)

- a) Damage to data carrying materials
- b) The cost necessarily and reasonably incurred by the Insured in
  - (i) recompilation of software programs or data from other records
  - (ii) repurchase of proprietary software

following Corruption of Data anywhere in the Territorial Limits.

#### Cover 3 – Additional expenditure/Increased Cost of Working (if stated as being covered the Policy Schedule)

Additional expenditure necessarily and reasonably incurred by the Insured during the Indemnity Period to prevent or minimize interruption of or interference with the

operations of the Business carried out by the Computer Equipment in consequence of an Accident which occurs during the Period of Insurance.

### Extensions applicable to Section 6 only

This Section is extended to cover

#### 1. Debris Removal

the cost necessarily and reasonably incurred by the Insured in

- (a) removing debris
- (b) dismantling and/or demolishing
- (c) shoring up propping and/or protecting

following Damage insured by Cover One, provided that

- (i) this Extension excludes cost associated with complying with The Waste Electrical and Electronic Equipment (WEEE) Regulations 2006 including any subsequent amendments and revisions
- (ii) the liability of the Insurers shall not exceed 10% of the Sum Insured under Cover 1 or €25,000 whichever is the lesser.

#### 2. Expediting Cost

the cost necessarily and reasonably incurred by the Insured with the consent of the Insurers in making temporary repairs to and/or the expediting of the repair reinstatement or replacement of the Property Insured following Damage insured by this Section.

Provided that the liability of the Insurers shall not exceed €2,500.

#### 3. Investigation Cost

the cost (including the cost of consultants' fees) incurred with the prior consent of the Insurers in conducting investigations and tests in respect of possible repair or replacement options following Damage insured by Cover One.

Provided that the liability of the Insurers shall not exceed €1,000.

#### 4. Accountants Fees

professional accountants' fees necessarily and reasonably incurred by the Insured for producing particulars and any other proofs information or evidence required by the Insurers in connection with additional expenditure for which indemnity is provided under Cover Three and certifying that the particulars and details are in accordance with the Insured's books of accounts or other business books.

Provided that the liability of the Insurers shall not exceed €1,000.

#### 5. Payments on Account

payments as agreed between the Insured and the Insurers in advance of final settlement of a claim under this Section where the Insurers have admitted liability.

### Exclusions applicable to Section 6 only

This Section does not cover

#### 1. Breakdown or Derangement

Damage or additional expenditure to any item of Installed Computer Equipment (other than desk top personal computers) and Auxiliary Equipment caused by its own breakdown or derangement unless there is in force a Maintenance Agreement.

#### 2. Exclusion Period If No Maintenance or Other Agreement

additional expenditure incurred during the first 48 hours following the occurrence of an Accident to any item of Property Insured for which a Maintenance Agreement is not in force.

#### 3. Guarantee or Maintenance Agreement

loss or Damage recoverable under any guarantee or Maintenance Agreement.

**4. Electricity Supply**

additional expenditure in consequence of a failure or fluctuation of the supply of electricity directly or indirectly due to

- a) a deliberate act not performed for the sole purpose of safeguarding life or protecting any part of the supply system
- b) a scheme of rationing not necessitated by accidental Damage to the generating or supply distribution equipment
- c) the inability of the supplier to maintain the supply system due to industrial action.

**5. Telecommunications Systems**

additional expenditure in consequence of a failure of any telecommunications system directly or indirectly due to

- a) the use by the Insured of equipment which is not approved by the telecommunications supplier
- b) failure of any satellite before it has obtained its full operating function or when it is in or past the final year of its design life
- c) atmospheric solar or lunar conditions causing temporary interference with transmission to or from any satellite
- d) the deliberate act of any telecommunications supplier to withhold or restrict operation of the system or the inability of the supplier to maintain the system due to industrial action.

**6. Unproven Software**

any cost incurred in consequence of the use by the Insured of software programs on which development has not been finalised or which has not passed all testing procedures and has not been successfully proven.

**7. Incorrect Storage of Computer Media**

cost incurred in consequence of the failure of the Insured to comply with the manufacturers' recommendations relating to the storage of Computer Media.

**8. Time Limitation**

additional expenditure commencing more than 3 months after the date on which the Accident occurred.

**9. Wear and Tear or Gradual Deterioration**

the cost of rectification of wear and tear gradual deterioration due to atmospheric conditions or otherwise rust corrosion or oxidation.

**10. Value of Data**

the value to the Insured of data stored on Property Insured .

**11. Property in Unattended Vehicle**

Damage or additional expenditure due to theft or attempted theft while the Property Insured is in an unattended vehicle unless

- (a) the doors of the vehicle are locked and all its
- (b) windows and other openings are fully closed and properly fastened
- (c) the Property Insured is concealed from view
  - (i) in a locked boot or covered luggage compartment in a motor car or
  - (ii) in an enclosed luggage area of a van or lorry
- (d) any alarm system fitted to the vehicle is activated.

**12. Programming Errors or Design Defects**

the cost of rectifying programming errors or design defects in software and any additional expenditure in consequence of such errors or defects.

This Exclusion shall not apply to additional expenditure consequent on Corruption of Data of other software caused by programming errors or design defects in any proprietary software.

**13. Inventory Losses or Unidentifiable Occurrence**

Damage to the Property Insured cost or any additional expenditure in consequence of

- (a) disappearance or shortage only revealed when an inventory is made or
- (b) the Property Insured being stolen or otherwise missing unless such loss is identifiable by the Insured with a specific occurrence which has been the subject of notification under the terms of the Claims Conditions including reporting the matter to the Police.

#### 14. Other Consequential Loss

liquidated damages penalties for delay or detention or in connection with guarantees of performance or efficiency or any other form of consequential loss or damage not specifically provided for in this Section.

#### 15. Scratching

scratching of painted or polished surfaces unless accompanied by other indemnifiable Damage to the item

#### 16. Pollution or Contamination

Damage or additional expenditure or Corruption of Data directly or indirectly caused by or contributed to by or arising from pollution or contamination.

This Exclusion shall not apply to cost arising from pollution or contamination of Property Insured caused directly by an occurrence which is insured by this Section.

#### 17. E Risks

Damage or additional expenditure or Corruption of Data directly or indirectly caused by or occasioned by or arising from or in consequence of Virus or Similar Mechanism or Hacking.

Please also refer to General Policy Exclusions for other Exclusions applicable to this Section.

### Conditions applicable to Section 6 only

#### 1. Options for Claims Settlement

- (a) The Insurer may at its option repair reinstate or replace what is Damaged or pay for the loss or Damage in money. If any Property Insured is to be reinstated or replaced by the Insurers the Insured shall at their own expense provide all such plans documents books and information as may reasonably be required. The Insurers shall not be bound to reinstate exactly but only as circumstances permit and in a reasonably sufficient manner.
- (b) The Insurers shall not be liable for the cost of any repairs undertaken without their written consent except in urgent cases where it has been necessary to put minor repairs in hand.
- (c) Where loss or Damage is confined to a part of a machine or structure the Insurers shall be liable for the value of that part plus the cost of any necessary dismantling and erection for which the Insured is responsible.
- (d) The Insured shall not be entitled to abandon any property to the Insurers whether taken into the possession of the Insurers or not.

#### 2. Average

If at the time of the loss or Damage the sum representing 85% (eighty five percent) of the new replacement value of Property Insured under Cover One exceeds the sums declared by the Insured for the purpose of calculation of premium the Insured shall be considered as being his own insurer for the difference and shall bear a rateable share of the loss or damage accordingly.

#### 3. Duplicate Records

The Insured shall

- (a) back up data records and update the records no less frequently than once every seven days
- (b) where possible maintain up to date duplicate copies of software programs

- (c) store back up data records and up to date duplicate software programs away from the building where the original software programs and data is held
- (d) observe the manufacturer's and/or supplier's recommendations for the storage verification and security of Computer Media.

#### 4. Limit of Liability

The liability of the Insurers under this Section shall not exceed

- (a) the Limit of Liability shown in the Schedule and in addition
- (b) any amounts shown in the Extensions

in respect of any one Accident or series of Accidents arising from one occurrence of loss or Damage.

#### 5. Security Protection Condition

All security protections in force at the Premises existing at the inception of this Policy be kept in force and in full operation and maintained throughout the currency of this Policy being not varied or removed without the written consent of the Insurer.

#### 6. Intruder Alarm

The Insured must ensure that in respect of any Intruder Alarm system installed at the Premises that

- (a) a maintenance contract maintained in force during the currency of this insurance with the installing contractor or other such contractor as agreed in writing by the Insurer
- (b) the Premises must not be left unattended unless
  - i) the intruder alarm is set in its entirety and where the equipment permits any central station to which the Intruder Alarm is connected has acknowledged the setting signal

- ii) as far as the Insured or their representative is aware the Intruder Alarm is in full and efficient working order.

- (c) The agreement of the Insurer is obtained in writing before replacing extending or otherwise altering the Intruder Alarm system.

- (d) The Insurer is notified as soon as reasonably possible if the Insured receive written confirmation that the Garda Síochána or any other Police Authority may be withdrawing response to alarm calls.

For the purpose of this condition Intruder Alarm shall be deemed to include all lines and equipment used to transmit signals to and from the Premises.

#### 7. Fire Break Doors and Shutters

The Insured must maintain all firebreak doors and shutters within his custody or control in efficient working order and to keep them free from obstruction at all times.

#### 8. Reinstatement

The amount payable under Cover One of this Section shall be the cost of reinstatement of Property Insured lost or Damaged to its condition when new.

Provided that

- a) reinstatement shall mean
  - (i) replacement of any item lost or Damaged beyond repair by new property of equal performance and/or capacity or if this is not possible its replacement by new property having the nearest higher performance and/or capacity to the item lost or Damaged or
  - (ii) repair of any item otherwise Damaged

- b) reinstatement shall be carried out without delay and in the most economical manner
- c) where any Property Insured is Damaged or lost in part only the liability of the Insurers shall not exceed the cost of reinstatement had it been wholly lost
- d) no payment shall be made until reinstatement has been carried out
- e) the amount payable under this clause shall not exceed the new replacement value of the Property Insured lost or Damaged
- f) if reinstatement is not carried out the amount payable shall be the cost of indemnifying the Insured provided that such cost does not exceed the cost of reinstatement.

Please also refer to General Policy Conditions for other Conditions applicable to this Section.

## Section 7 - Liability Insurance

### Policy Definitions applicable to Section 7, Subsections A and B only.

**Airside** means that part of the airport inside the posted security boundary which is subject to the security requirements of the airport authority and where entry into this area by members of the public is prohibited or restricted.

**Bodily Injury** means accidental Bodily Injury including death disease or illness mental injury mental anguish or nervous shock. However Bodily Injury does not include mental injury mental anguish or nervous shock when caused by defamation.

**Employee** means

- (i) any person under a contract of service or apprenticeship with the Insured
- (ii) any labour master and persons supplied by such persons
- (iii) any persons employed by labour only subcontractors
- (iv) any self-employed persons working under the supervision of the Insured
- (v) any persons hired or on loan from any public authority local authority company firm or individual
- (vi) any persons gaining work experience whilst engaged by the Insured in connection with the Business and normally domiciled within the Territorial Limits of the Policy
- (vii) any person under any Government or otherwise authorised work experience training study exchange or similar scheme

**Excess (Each and Every Occurrence)** means the amount as stated in the Policy Schedule or as endorsed hereon which the Insured is responsible for in respect of any one Occurrence for which indemnity is provided by this Policy. If requested by the Insurer, any Excess (Each and Every Occurrence) amount



(or any lesser expenditure that the Insurer may require) must be lodged by the Insured to the Insurer.

**Excess (Aggregate)** means the maximum amount as stated in the Policy Schedule or as endorsed hereon which the Insured is responsible for in respect of all Occurrences in any one Period of Insurance for which indemnity is provided by this Policy. If requested by the Insurer, any Excess (Aggregate) amount (or any lesser expenditure that the Insurer may require) must be lodged by the Insured to the Insurer.

**Insured** means that as detailed in the Policy Schedule or as endorsed hereon and shall include

- (a) at the request of the Insured any director partner or Employee of the Insured in respect of liability for which the Insured would have been entitled to indemnity under this Policy if the claim had been made against the Insured
- (b) any Officer Member or Committee of the Insured's Canteen Social Sports or Welfare Organisations First-Aid (other than a qualified medical practitioner) Fire or Ambulance Service in their respective capacity as such
- (c) in the event of the death of the Insured any personal representative of the Insured in respect of liability incurred by the Insured.
- (d) any subsidiary companies as declared to the Insurer in respect of liability for which the Insured would have been entitled to indemnity under this Policy if the claim had been made against the Insured

**Limit of Indemnity** means the total amount payable for all damages including cost charges and expenses in respect of any one Occurrence or all Occurrences of a series consequent on one original cause and shall not exceed the Limits of Indemnity stated in the Policy Schedule or as endorsed hereon.

The Products Liability Limit of Indemnity is aggregated in any one Period of Insurance.

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

**Occurrence(s)** means each and every loss or accident or series of losses or accidents arising out of one event.

**Offshore** means embarkation on to a conveyance at the point of final departure (whether it be airborne or waterborne) for transportation to an offshore structure or vessel until disembarkation from the conveyance on to land upon return from the said offshore structure or vessel.

**Principal** means any individual person company firm public or local authority with whom the Insured has entered into a contract for work or services.

### **Subsection A -Public/Products Liability**

This Subsection is only operative if stated as such in the Policy Schedule.

### **Definitions applicable to Subsection A only.**

**Data** means information represented or sorted electronically including but not limited to code or series of instructions operating systems software programs and firmware.

**Financial Loss** means a pecuniary or economic loss or expense.

**Nuisance** means obstruction loss of amenities or interference with any right of air light water or way.

**Product(s)** means any goods or products and/or part thereof (after they have ceased to be in the possession or under the control of the Insured) designed manufactured constructed installed altered repaired serviced processed



treated sold leased supplied or distributed by or on behalf of the Insured in connection with the Business including any container packaging labelling and instructions provided therewith.

**Property** means material or tangible Property but does not include Data.

**Territorial Limits** means

- (a) in respect of Public Liability
  - (i) anywhere in the territories comprising the United Kingdom and the European Union and
  - (ii) elsewhere in the world in respect of Business journeys undertaken in connection with the Business of the Insured by non-manual Employees normally domiciled within either the United Kingdom or the European Union.
- (b) in respect of Products Liability - anywhere in the world.

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

**Wrongful Arrest** means

- (a) assault and battery committed or alleged to have been committed at the time of making or attempting to make an arrest or in resisting an overt attempt to escape by a person under arrest before such person has or could be placed in the custody of a law enforcement officer
- (b) defamation, false imprisonment or malicious prosecution either
  - a. committed or alleged to have been committed directly in connection with an arrest

- b. arising out of the investigation of acts or shoplifting or theft.

## Subsection A Insuring Agreement

### Public Liability

The Insurer will indemnify the Insured against

1. all sums which the Insured become legally liable to pay as damages in respect of
  - (a) accidental Bodily Injury to any person
  - (b) accidental loss of or Damage to Property
  - (c) Nuisance

happening within the Territorial Limits during the Period of Insurance and arising out of and in connection with the Business

2. all claimant's costs and expenses for which the Insured is legally liable and all costs and expenses incurred by the Insured with the Insurer's written consent which may form the subject of a claim for indemnity under 1. above and to which the Limit of Indemnity expressed in the Policy Schedule applies.

All damages costs and expenses expressed in 1 and 2 shall be included in the Limit of Indemnity stated in the Policy Schedule or as endorsed hereon.

### Products Liability

The Insurer will indemnify the Insured against

1. all sums which the Insured becomes legally liable to pay as damages in respect of
  - (a) accidental Bodily Injury to any person
  - (b) accidental loss of or Damage to Property

happening within the Territorial Limits during the Period of Insurance and caused

by Products sold or supplied by the Insured from within Ireland Northern Ireland Great Britain the Channel Islands or the Isle of Man in connection with the Business

2. all claimant's costs and expenses for which the Insured is legally liable and all costs and expenses incurred by the Insured with the Insurer's written consent which may form the subject of a claim for indemnity under 1. above and to which the Limit of Indemnity expressed in the Policy Schedule hereon applies.

All damages costs and expenses expressed in 1 and 2 shall be included in the Limit of Indemnity stated in the Policy Schedule or as endorsed hereon.

### **Extensions applicable to Subsection A only**

The following Extensions apply to the cover and are subject otherwise to the terms, Exclusions, Conditions, Definitions and the applicable Limit of Liability of this Subsection, unless stated as otherwise within the Extension.

#### **1. Cross Liability**

The words the Insured wherever they appear shall for the purpose of this Subsection apply to each party described as the Insured in the Policy Schedule as if a separate Policy had been issued to each and the Insurer agrees to waive all rights of subrogation or action which it may have or acquire against any of the parties arising out of any Occurrence in respect of which a claim is admitted under this Subsection provided that

- (a) the party to be indemnified is not entitled to indemnity under any other policy
- (b) the total liability of the Insurer shall not exceed the Limits of Indemnity as stated in the Policy Schedule in respect of any or all parties comprising the Insured.

#### **2. Indemnity to Principal**

The Insurer will indemnify any Principal in respect of legal liability for which the Insured would have been entitled to indemnity under this Subsection had the claim been made against the Insured provided always that

- (a) the Principal(s) is not entitled to indemnity under any other policy
- (b) the Principals(s) shall as though they were the Insured observe fulfil and be subject to the Terms Exclusions Limits and Conditions Endorsements of this Subsection insofar as they can apply
- (c) the Insurer shall have the full conduct and control of all claims in respect of which indemnity is provided by this Extension
- (d) nothing in this Extension will serve to increase the liability of the Insurer to pay any amount in excess of the Limit of Indemnity in this Subsection and indemnity will apply in priority to the Insured.

#### **3. Indemnity to Volunteers**

*(This extension is only operative if the Subsection B (Employers Liability) is stated as Not Operative in the Policy Schedule).*

Notwithstanding anything to the contrary contained under Subsection A Public and Products Liability Exclusion 3 (Employers Liability) the Section is extended to indemnify the Insured in respect of Bodily Injury sustained by volunteers while working with the permission and express authorisation of the Insured.

#### **4. Member to Member Liability**

It is agreed that the indemnity as expressed under the Public Liability cover of this Subsection shall apply in circumstances where a claim is made upon any member of the Insured by any other member and the claim is such that if made upon the Insured the Insured would be entitled to indemnity under this Subsection. The Company will in the terms of and subject to the limitations of this

Subsection indemnify the said Member of the Insured in respect of such claim provided that

- (a) such member is not entitled to indemnity under any other Policy
- (b) if there be in existence any other insurance covering the same liability this extension shall be deemed to be invalid and the Insurer shall not indemnify the said member for any proportion of such claim
- (c) such member shall as though they were the Insured observe fulfil and be subject to the Terms Exclusions Limits and Conditions Endorsements of this Subsection so far as they can apply
- (d) nothing in this Extension will serve to increase the liability of the Insurer to pay any amount in excess of the Limit of Indemnity in this Subsection and indemnity will apply in priority to the Insured.

#### 5. Use of Premises by other Groups

The Insurer will indemnify any persons groups or organisations having permission to use any part of the Insured's Premises provided that

- (a) all persons, groups or organisations shall as though they were the Insured observe fulfil and be subject to the Terms Exclusions Limits and Conditions Endorsements of this Subsection insofar as they can apply.
- (b) the persons groups or organisations are not entitled to an indemnity under any other policy or policies
- (c) a register is maintained of all such persons groups or organisations availing of cover under this Extension.
- (d) nothing in this Extension will serve to increase the liability of the Insurer to pay any amount in excess of the Limit of Indemnity in this Subsection and indemnity will apply in priority to the Insured.

#### 6. Sexual Abuse Extension

Notwithstanding anything contained in Exclusion 10 Subsection A – Public Liability the Insurers will indemnify the Insured up to the Limit of Indemnity stated below against all sums which the Insured becomes legally liable to pay as a result of a claim or claims arising from incidents occurring during the Period of Insurance stated in the Policy Schedule arising from sexual abuse subject to the following:

The Limit of Indemnity in respect of this extension for any one Occurrence and all Occurrences in any one Period of Insurance is €1,300,000

This Extension does not cover

1. Indemnity to any person, otherwise indemnified under this policy, who commits, participates in, condones, instigates or knowingly allows
  - (a) any dishonest, fraudulent, criminal or malicious act or omission
  - (b) any actual or attempted conduct or contact of a sexual nature including but not limited to conduct or contact involving sexual gratification, discrimination, coercion, harassment or pressure of any kind
2. Indemnity to the Insured in respect of liability of the Insured arising out of any act, omission, conduct or contact described in sub paragraph 1 (a) and (b) above committed by any person after
  - (a) the Insured had actual knowledge that, or had reasonable grounds for believing that such person had been involved in any such act, omission, conduct or contact
  - (b) failure by the Insured to fully investigate and/or act upon any allegation that such person had been involved in any such act, omission, conduct or contact.
  - (c) failure by the Insured to comply with any procedural guidelines adopted by the Insured

It is a Condition of this Extension that

- (i) all Employees and volunteers are Garda Vetted, and this is recorded and documented accordingly.
- (ii) that the Insured has developed a written child welfare policy and guidelines on abuse in compliance with legislation, directives and guidelines, which is reviewed annually.

#### Condition Applicable to this Extension

It is noted and agreed that this extension is deleted where Public Liability Extension 7 Sexual Abuse Extension – “Claims Made” Basis) is stated as operative in the Policy Schedule.

#### 7. Sexual Abuse Extension – “Claims Made” Basis

This extension is only operative if stated as such in the Policy Schedule.

Notwithstanding anything contained in Exclusion 9 Subsection A – Public Liability, the Policy is extended to indemnify the Insured up to the Limit of Indemnity stated below against all sums which the Insured becomes legally liable to pay as a result of a claim or claims arising from sexual abuse occurring subsequent to the Retroactive Date and first made against the Insured and notified in writing to the Insurer during the Period of Insurance, subject to the following:

- A. The Limit of Indemnity in respect of this extension for any one Occurrence and all Occurrences in any one Period of Insurance is €1,300,000
- B. Regardless of the number of succeeding policies of a like nature issued by the Insurer, the liability of the Insurer shall not be cumulative in amounts from one Period of Insurance to another period of insurance.
- C. The Insurer shall not be liable for any damages, claimant’s costs and expenses or any defence costs in respect of any

incident which occurred or was alleged to have occurred prior to the Retroactive Date as stated in the Policy Schedule.

This Extension does not cover

1. Indemnity to any person, otherwise indemnified under this policy, who commits, participates in, condones, instigates or knowingly allows
  - (a) any dishonest, fraudulent, criminal or malicious act or omission
  - (b) any actual or attempted conduct or contact of a sexual nature including but not limited to conduct or contact involving sexual gratification, discrimination, coercion, harassment or pressure of any kind
2. Indemnity to the Insured in respect of liability of the Insured arising out of any act, omission, conduct or contact described in sub paragraph 1 (a) and (b) above committed by any person after
  - (a) the Insured had actual knowledge that, or had reasonable grounds for believing that such person had been involved in any such act, omission, conduct or contact
  - (b) failure by the Insured to fully investigate and/or act upon any allegation that such person had been involved in any such act, omission, conduct or contact.
  - (c) failure by the Insured to comply with any procedural guidelines adopted by the Insured

It is a Condition of this Extension that

- (i) all Employees and volunteers are Garda Vetted, and this is recorded and documented accordingly.

- (ii) that the Insured has developed a written child welfare policy and guidelines on abuse in compliance with legislation, directives and guidelines, which is reviewed annually.

## 8. Wrongful Arrest

Notwithstanding anything contained to the contrary elsewhere in this Policy the Insurer will indemnify the Insured in respect of legal liability arising out of or in connection with Wrongful Arrest committed or alleged to have been committed during the Period of Insurance provided that

- (a) no indemnity is provided in respect of claims or legal actions made or brought against the Insured by any Employee
- (b) no indemnity is provided in respect of claims arising out of any dishonest, fraudulent or criminal act of the Insured or of any Employee
- (c) no indemnity is provided in respect of claims arising out of any action taken in controlling, suppressing or preventing disturbances in connection with riots and/or civil commotion
- (d) no indemnity is provided in respect of claims arising out of any arrest made without proper cause or any arrest involving the use of unreasonable force.

The maximum amount payable by the Insurer in respect of this Extension is €65,000 in any one Period of Insurance.

## Exclusions applicable to Subsection A (Public & Products Liability) only

The indemnity expressed in this Subsection will not apply to legal liability in respect of

### 1. Contractual Liability

liability assumed by the Insured by any contract or agreement and which would not have attached in the absence of any such contract or agreement.

### 2. Deliberate Acts

a deliberate wilful act or omission of the Insured which could reasonably have been expected having regard to the nature and circumstances of such act or omission.

### 3. Employer's Liability

Bodily Injury sustained by any Employee of the Insured and arising out of and in the course of such person's employment or service with the Insured.

### 4. Pollution and Contamination

- (a) Bodily Injury or Financial Loss or Damage to or loss of use of Property directly or indirectly arising out of discharge dispersal release or escape of pollutants
- (b) the cost of removing nullifying or cleaning up of pollutants
- (c) fines penalties punitive or exemplary damages arising directly or indirectly out of the discharge dispersal release or escape of pollutants

Notwithstanding the foregoing this Subsection shall cover liability otherwise excluded under paragraphs (a) and (b) above which arises from a sudden identifiable unintended and unexpected Occurrence which takes place in its entirety at a specific time and place.

The liability of the Insurer for all claims made in any one Period of Insurance arising out of the discharge dispersal release or escape of pollutants shall not exceed the Limit of Indemnity specified in the Policy Schedule provided that the Insured shall not be

indemnified under more than one Period of Insurance in respect of all claims made against them arising from any one happening or Occurrence.

All claims made arising from any one happening or Occurrence shall be deemed to attach to the insurance current as at the date of first notification in the terms of the Claims Procedure Condition at the end of this Section and the Limit of Indemnity in effect at the time shall prevail.

For the purposes of this clause pollutants mean any solid liquid gaseous or thermal irritant or contaminant including but not limited to smoke vapour soot fumes acid alkalis chemicals and waste. Waste includes material to be recycled reconditioned or reclaimed.

#### 5. Professional Services

any remedial or professional or other advice design or specification or treatment (other than medical first-aid treatment) provided for a fee or in circumstances where a fee would normally be charged.

Please also refer to Exclusions applicable to Section 7 (both Subsections A and B).

#### Exclusions applicable to Subsection A (Public Liability) only.

The Insurer will not be liable for

##### 1. Airside

legal liability or defence costs arising out of or in connection with any Business of the Insured undertaken Airside.

##### 2. Defamation

legal liability or defence costs arising out of or in connection with libel or slander made by the Insured or at the direction of the Insured or related to advertising publishing broadcasting conducted by or on behalf of the Insured.

##### 3. Defective Workmanship

legal liability or defence costs arising out of or in connection with the costs of making good defective workmanship or defective materials or arising out of the consequences of defective workmanship or defective materials other than the Insured's legal liability as expressed in this Subsection in respect of accidental Bodily Injury or loss or Damage to Property resulting from such defective workmanship or defective materials.

#### 4. Engineering Plant

legal liability or defence costs arising out of or in connection with the bursting or explosion of any pressure part of

- (a) any steam boiler or any economiser
- (b) any vessel or apparatus intended to operate under steam pressure belonging to or under the control of the Insured or any Employee of the Insured.

#### 5. E – Risks

legal liability or defence costs arising directly or indirectly out of or in connection with

- (a) loss of, alteration of, damage to or a reduction in the functionality, availability or operation of any computer system, hardware, program, software, data, information repository, microchip, integrated circuit or similar device in computer equipment or non-computer equipment.
- (b) programming or operator error, whether by You or any other person
- (c) Virus or Similar Mechanism
- (d) Hacking
- (e) failure of external networks.

For the purpose of this Exclusion:

Hacking shall mean unauthorised access to any computer or other equipment or component or system or item, whether or not insured by this Policy or whether or not owned by You, which processes, stores, transmits or received Data.

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. This includes but is not limited to viruses Trojan horses worms and logic bombs.

#### **6. Offshore Work**

legal liability or defence costs arising out of or in connection with work on Offshore installations or transit thereto or therefrom.

#### **7. Passenger Lifts**

legal liability or defence costs arising out of or in connection with any passenger lift elevator or escalator owned by the Insured or for the maintenance of which the Insured is responsible.

#### **8. Products**

legal liability or defence costs arising out of or in connection with any product other than food or beverages served for consumption on any of the Insured's Premises to which this Public Liability insurance applies.

#### **9. Property in Care Custody and Control**

legal liability or defence costs arising out of or in connection with loss of or damage to property

- (a) belonging to the Insured
- (b) in the care custody or control of the Insured or any Employee of the Insured other than
  - (i) buildings (including contents therein) temporarily occupied by or on behalf of the Insured for the purpose of carrying out work in connection with the Business
  - (ii) buildings (including contents therein) leased or rented by the Insured in connection with the Business but excluding liability assumed under the terms of any tenancy agreement
- (c) being that part of any Property on which the Insured is or has been working if that

loss or Damage results directly from such work

#### **10. Abuse**

legal liability or defence costs arising out of or in connection with

- a) acts of hurting or injuring mentally or physically by maltreatment or ill-use
- b) any actual or attempted conduct or contact of a sexual nature including but not limited to conduct or contact involving sexual gratification discrimination coercion harassment or pressure of any kind
- c) repeated or continuing contemptuous coarse or insulting words or behaviours

#### **11. Mechanically Propelled Vehicles**

legal liability or defence costs arising out of or in connection with the ownership possession or use by or on behalf of the Insured of any mechanically propelled vehicle other than legal liability arising out of:

- (a) the use of plant as a tool of trade on site
- (b) the use of plant at the Premises of the Insured
- (c) the loading or unloading of any mechanically propelled vehicle
- (d) the ownership possession or use of any semi-trailer or trailer (whether coupled or uncoupled to any vehicle)

except in circumstances where indemnity is provided by any motor insurance contract or where insurance or security is required by law.

#### **12. Vibration Removal and/or Weakening of Supports**

legal liability or defence costs arising out of or in connection with loss or damage to Property caused by vibration or by the removal or weakening of support to any land property building or any liability arising in consequence of such loss or Damage

#### **13. Vessels or Craft**

legal liability or defence costs arising out of or in connection with the ownership possession



or use by or on behalf of the Insured of any vessel or craft designed to travel in or through water air or space other than hand propelled watercraft operated on inland waterways

#### **14. Participant**

- (a) legal liability; or
- (b) defence costs in excess of €100,000

arising out of or in connection with any claim arising out of Bodily Injury by any participant to another participant incurred or caused whilst participating in or practising or training for the following sports: Fencing, Australian Rules, Hockey, Ice Hockey, Camogie, Hurling, Gaelic Football, Handball, Rugby Union, Rugby League, Boxing, American Football, Soccer and Martial Arts.

This Exclusion does not apply in respect of individuals engaged as referees, linesmen, umpires or other persons officiating at such sporting events.

Please also refer to Exclusions applicable to Section 7 (both Subsections A and B).

#### **Exclusions applicable to Subsection A (Products Liability) only.**

The indemnity expressed for Products Liability will not apply to legal liability in respect of

##### **1. Aircraft Motor and Watercraft Products**

any of the Insured's Products which with the Insured's knowledge are supplied for use or installation in any aircraft aero spatial device motor vehicle hovercraft or watercraft.

##### **2. Prior Knowledge**

any claim arising from circumstances known to the Insured prior to the inception date of this cover.

##### **3. Product Efficacy**

Loss or Damage to Property caused by the failure of any Products to perform their intended function.

#### **4. Product Recall or Guarantee**

expenditure whether incurred by the Insured or others for the withdrawal recall disposal removal repair adjustment alteration reconditioning replacement reinstatement of any Product or part thereof and/or from Financial Loss consequent upon the necessity for such withdrawal recall disposal removal repair adjustment alteration recondition replacement or reinstatement.

#### **5. Product Subrogation Rights**

Products obtained on terms which prevent the Insured exercising the rights of recovery against their supplier or any other party.

#### **6. USA and/or Canada Exports**

Products exported directly or indirectly to the United States of America and/or Canada and/or their possessions or protectorates.

(Please also refer to Exclusions applicable to Section 7 (both Subsection A and B)).

#### **Conditions applicable to Subsection A (Public and Products Liability).**

##### **1. Contractors**

The Insured must check prior to any contract over €500,000 that all contractors to the Insured shall have Employer's Liability and Public and Products Liability Insurance in respect of their legal liability and that such insurance

- (a) shall provide Public and Products Liability Limits of Indemnity not less than €6,500,000
- (b) provides cover in respect of the activities being undertaken in connection with and for the duration of such contract
- (c) has been extended to indemnify the Insured as Principal in respect of such liability.
- (d) the insurance is revalidated every twelve (12) months throughout the duration of their contract with the Insured.

## 2. Barbeques

It is a condition that the following precautions are adhered to on each occasion

- (a) the area in which the barbeque is to be held must be free from combustible materials.
- (b) portable fire extinguishing appliances must be kept available for immediate use.
- (c) open fires must not be held within 12 metres of any third-party property.
- (d) the area must be inspected one hour after the barbeque has been extinguished to ensure there are no signs of combustion

## 3. Inflatables (such as bouncy castles)

It is a condition that in respect of any inflatable device, such as bouncy castles, that:

- (a) all entrance/exit points of the inflatable are supervised at all times by a responsible person(s) who are at least 18 years of age.
- (b) shoes and spectacles are not permitted to be worn by any person whilst using the inflatable.
- (c) the manufacturers' guidelines on the maximum number of people allowed on bouncing space is not exceeded
- (d) the inflatable is securely tied down
- (e) suppliers or installers instructions are adhered to
- (f) the equipment is good condition and is maintained and operated according to manufacturer's recommendations.
- (g) the equipment is set up by the hiring contractor and not moved/re-sited
- (h) any inflatable device is deflated when not in use/unsupervised and adequate action taken to prevent other persons inflating the equipment – e.g. remove the power source.

## 4. Events

It is a condition that in respect of any sporting events or competitions organised by the Insured:

- (a) That all competitors participating in the competition or event will be required to

register beforehand providing their contact details before being allowed to compete.

- (b) will not involve more than 500 competitors or 1,500 spectators being on site at any one time during the event unless agreed in writing by Us.
- (c) are subject to appropriate stewarding, marshalling with appropriate numbers of qualified instructors present.
- (d) that any independent stallholder exhibitor contractor or supplier whom the Insured engages at or for an event, or otherwise permit or allow to stand exhibit or supply services to the event, must be required to hold third party liability insurance in their own right for the duration of the event, and evidence of the relevant policy, including the name of the insurer, the policy number and limit of indemnity must be recorded by the Insured prior to their participation at the event.

## 5. Training Equipment

It is a condition that all sports and training equipment provided by the Insured is maintained in good condition and is subject to a planned and preventative inspection and replacement regime.

## 6. Martial Arts

It is a condition that in respect of any martial arts that:

- (a) All safety equipment including but not limited to matting, padded flooring and head gear is subject to a planned and preventative review and replacement regime which is documented
- (b) Use of weapons is subject to documented rules and safety controls covering their use in training and competition and when weapons are stored within the club
- (c) At least one competent instructor will be present at all coaching sessions.
- (d) Rules and discipline codes of conduct are publicised within the club with all

members being made aware of forbidden moves, techniques and practices.

### **Subsection B - Employers Liability**

This Subsection is only operative if stated as such in the Policy Schedule.

### **Definitions applicable to Subsection B only.**

**Territorial Limits** means anywhere in or temporarily outside the Republic of Ireland Northern Ireland Great Britain the Isle of Man or the Channel Islands.

### **Subsection B Insuring Agreement**

The Insurer will indemnify the Insured against

1. all sums which the Insured become legally liable to pay as damages in respect of Bodily Injury to any Employee caused within the Territorial Limits during the Period of Insurance and arising out of and in connection with the Business
2. all claimant's costs and expenses for which the Insured is legally liable and all costs and expenses incurred by the Insured with the Insurer's written consent which may form the subject of a claim for indemnity under 1 above and to which the Limit of Indemnity expressed in the Policy Schedule applies.

All damages costs and expenses expressed in 1 and 2 shall be included in the Limit of Indemnity stated in the Policy Schedule or as endorsed hereon.

### **Extensions applicable to Subsection B only.**

The following Extensions apply to the cover and are subject otherwise to the terms, Exclusions, Conditions, Definitions and the applicable Limit of Liability of this Subsection, unless stated as otherwise within the Extension.

#### **1. Cross Liability**

The words the Insured wherever they appear shall for the purpose of this Subsection apply to each party described as the Insured in the Policy Schedule as if a separate Policy had been issued to each and the Insurer agrees to waive all rights of subrogation or action which it may have or acquire against any of the parties arising out of any Occurrence in respect of which a claim is admitted under this Subsection provided that

- (a) the party to be indemnified is not entitled to indemnity under any other policy
- (b) the total liability of the Insurer shall not exceed the Limit of Indemnity as stated in the Policy Schedule in respect of any or all parties comprising the Insured.

#### **2. Indemnity to Principal**

The Insurer will indemnify any Principal in respect of legal liability for which the Insured would have been entitled to indemnity under this Subsection had the claim been made against the Insured provided always that

- (a) the Principal(s) is not entitled to indemnity under any other policy
- (b) the Principals(s) shall as though they were the Insured observe fulfil and be subject to the Terms Exclusions Limits and Conditions of the Section insofar as they can apply
- (c) the Insurer shall have the full conduct and control of all claims in respect of which indemnity is provided by this Extension
- (d) nothing in this Extension will serve to increase the liability of the Insurer to pay any amount in excess of the Limit of Indemnity in this Subsection and

indemnity will apply in priority to the Insured.

### **Exclusions applicable to Subsection B only.**

The indemnity expressed in this Subsection will not apply to legal liability in respect of

#### **1. Employment Practice Liability**

or directly or indirectly occasioned by happening through or in consequence of any claim for breach of employment contract defamation discrimination and or harassment and or in relation to the hiring supervision retention and or personal development of any director partner or Employee of the Insured howsoever arising.

#### **2. Offshore Work**

or arising in connection with work on Offshore installations or transit thereto or therefrom.

#### **3. Road Traffic Legislation**

or for which compulsory insurance cover or security is required under any Road Traffic Act legislation.

(Please also refer to Exclusions applicable to Section 7 (both Subsections A and B))

### **Exclusions applicable to Section 7 (Subsections A and B)**

The indemnity expressed in this Section will not apply to legal liability in respect of

#### **1. Asbestos**

or arising directly or indirectly or caused by or alleged to be caused by or contributed to in whole or in part by or arising out of the manufacture of mining of use of sale of installation of survey or investigation of management of removal of distribution of existence of or exposure to asbestos products asbestos fibres or asbestos dust or property or materials containing any of the foregoing including without limitation all liability to pay claimants' or the Insured's legal costs and expenses howsoever incurred in the investigation defence and/or settlement of any

claim against the Insured or in respect of any other inquest inquiry enforcement action or proceedings in which the Insured may be involved in relation to any of the foregoing. This Exclusion however will not apply in circumstances where compulsory insurance of liability to Employees is a provision of any law or legislation and for which cover is provided by this Policy.

#### **2. Fines Penalties Punitive or Exemplary Damages**

any fine penalty or punitive or exemplary damages and/or any order of costs awarded.

#### **3. Jurisdiction**

any action for damages brought in a Court of Law in any jurisdiction other than the United Kingdom or the European Union.

Please also refer to General Policy Exclusions for other Exclusions applicable to this Section.

### **Conditions applicable to Section 7 (Subsections A and B)**

#### **1. Claims Procedure**

##### Notification

The Insured shall give notice, as soon as reasonably possible, to the Insurer of

- (a) any claim made against the Insured
- (b) the recipient of notice from any person of an intention to hold the Insured responsible for any Bodily Injury Nuisance loss or Damage
- (c) any circumstances which may give rise to a claim

##### Control of Claims

Every letter claim writ summons and process shall be forwarded to the Insurer on receipt. Notice shall be given to the Insurer as soon as reasonably possible if the Insured shall have knowledge of any incident which may give rise to a claim. No admission offer promise payment or indemnity shall be made or given by or on behalf of the Insured without the written consent of the Insurer who shall be

entitled to take over and conduct in the name of the Insured for its own benefit any claim and shall have full discretion in the conduct of any proceedings and in the settlement of any claim. The Insured shall give such assistance as the Insurer may require.

## 2. Discharge of Liability

The Insurer may at any time pay to the Insured or any other party for which indemnity under the Policy is provided the Limit of Indemnity as shown on the Policy Schedule or as endorsed hereon (less any sum or sums paid as compensation) or any lesser amount for which any claim or claims arising from such Occurrence can be settled and upon such payment the Insurer shall be under no further liability in connection with such claim or claims.

Please also refer to General Policy Conditions for other Conditions applicable to this Section.

## Section 8 Professional Indemnity

This Section is only operative if stated as such in the Policy Schedule.

### Definitions applicable to Section 8 only.

For this Section, the following words shall have the definitions that follow:

**Bodily Injury** means accidental Bodily Injury including death disease or illness mental injury mental anguish or nervous shock.

**Circumstance** means something that is likely to result in or give rise to a Claim against the Insured

**Claim(s)** means

- (a) a written demand for monetary damages and/or civil damages asserting a legal liability on the part of the Insured
- (b) any civil arbitration or adjudication proceedings including any counterclaim or appeal

All Claims attributable to the same act, error or omission or series of acts, errors or omissions consequent upon the same upon or attributable to the same original cause or source shall be regarded as being one Claim.

**Club** means the entity identified as the Insured in the Policy Schedule.

**Defence Costs** means reasonable fees costs and expenses incurred by or on behalf of the Insured in the investigation, defence, adjustment, settlement or appeal of any Claim.

**Director and/or Officer** means

- (a) any natural person who is, was or who may, during the Period of Insurance, become a director, officer, committee member or Employee of the Club; or
- (b) the estates, heirs or legal representatives of any person under (a) who has died or become incapacitated, insolvent or bankrupt, but only in respect of a Claim against such person.

**Directors' and/or Officers' Liability**

**Retroactive Date** means the date described as such in the Policy Schedule.

**Documents** means

- (a) Documents (excluding bearer bonds coupons bank or currency notes or other negotiable instruments)
- (b) Computer system records the property of the Insured or for which the Insured is responsible provided the Insured maintains duplicates of computer systems records

**Employee** means

In relation to all of Section 8 other than Extension 2 Directors and Officers Liability:

- (a) Any person currently or previously employed under a contract of service with the Insured
- (b) Any person hired to or borrowed by the Insured
- (c) Any person undertaking study or work experience with the Insured
- (d) Any voluntary worker while under the direct control and supervision of the Insured

In relation to Extension 2 Directors and Officers only:

- (e) Any person currently or previously employed under a contract of service with the Insured in a managerial or supervisory position.

**Excess** means the amount, as stated in the Policy Schedule, for which the Insured is responsible in respect of each and every claim by the Insured under this Section.

The same act or omission or a series of acts or omissions consequent upon or attributable to the same original cause or source will be regarded as one Claim.

**Indemnity Limit** means the maximum amount, as stated in the Policy Schedule, payable by the

Insurer under Extension 2. Director' and Officers' Liability for damages, claimants' costs and Defence Costs arising out of any Claim and all Claims made during any one Period of Insurance.

**Insured** means

- (a) The person company firm or other legal entity named as insured in the Policy Schedule.
- (b) At the request of the Insured any Employee acting in the course of their employment with the Insured in respect of which the Insured would have been entitled to indemnity under this insurance if the Claim had been made against the Insured.

**Limit of Indemnity** means the maximum liability of the Insurer for damages and claimant's costs and expenses and Defence Costs payable arising out of any Claim and all Claims made during any one Period of Insurance and shall not exceed the Limit of Indemnity shown in the Policy Schedule or as endorsed hereon.

**Loss** means

- (a) All sums damages, compensation or other settlements or claimant's costs which the Insured becomes legally liable to pay in respect of any Claim
- (b) Defence Costs in connection with (a) above.

**Principal** means any individual person company firm public or local authority with whom the Insured has entered into a contract for work or services.

**Professional Medical Services** means the treatment and/or care

- (a) rendered by members of the healthcare professions including medical and dental practitioners nurses and midwives professions allied to medicine ambulance personnel laboratory staff and relevant technicians
- (b) by any other Employees consequent on decisions or judgments made by members of these professions acting in their



professional capacity or in the course of their duties for and on behalf of the Insured.

**Retroactive Date** means the date(s) specified as such in the Policy Schedule.

**Sub Consultant** means independent consultants or sub-contractors who are providing professional services to the Insured other than Professional Medical Services

**Territorial Limits** means anywhere in the world.

**Wrongful Act** means any actual or alleged breach of trust, breach of duty, neglect, error or omission, misstatement or other act wrongfully committed or attempted by a Director and/or Officer solely in their capacity as a Director and/or Officer of the Club.

## Section 8 Insuring Agreement What is Covered

### Indemnity to the Insured

In respect of Claims first made against the Insured within the Period of Insurance and for which notice has been given in accordance with Condition 1 of this Section the Insurer will indemnify the Insured against

1. all sums which the Insured become legally liable to pay as damages in respect of
  - (a) any negligent act, error or omission committed or alleged to have been committed by the Insured's Employees in the course of their duties in connection with the Insured's Business
  - (b) infringement or breach of intellectual property rights (including copyright, patent, trademark or design rights) by the Insured
  - (c) unintentional breach of confidential information under data protection legislation or misuse of information by the Insured

occurring and committed in good faith by the Insured within the Territorial Limits and arising out of and in connection with the Business.

2. All Defence Costs, claimant's costs and expenses for which the Insured is legally liable and all costs and expenses incurred by the Insured with the Insurer's written consent which may form the subject of a Claim for indemnity under 1 above and to which the Limit of Indemnity expressed in the Policy Schedule or as endorsed thereon applies.

All damages, Defence Costs and claimant's costs and expenses expressed in 1 and 2 above shall be included in the Limit of Indemnity.

## Extensions applicable to Section 8 only

### 1. Indemnity to Principal

The Insurer will indemnify any Principal in respect of legal liability for which the Insured would have been entitled to indemnity under this Section had the claim been made against the Insured provided always that

- (a) the Principal(s) is not entitled to indemnity under any other policy
- (b) the Principals(s) shall as though they were the Insured observe fulfil and be subject to the Terms Exclusions Limits and Conditions of the Section insofar as they can apply
- (c) the Insurer shall have the full conduct and control of all claims in respect of which indemnity is provided by this Extension
- (d) nothing in this Extension will serve to increase the liability of the Insurer to pay any amount in excess of the Limit of Indemnity in this Section and indemnity will apply in priority to the Insured.



## 2. Directors' and Officers' Liability

This Extension is only Operative if stated as such in the Policy Schedule.

Section 8 is extended to

### (a) Directors' and/or Officers' Liability

indemnify any Director and/or Officer for Loss in connection with a Claim against them, except to the extent that the Director and/or Officer has been indemnified by the Club for the Loss; and

### (b) Club Reimbursement

to reimburse the Club for any Loss arising from a Claim against a Director and/or Officer and for which it has indemnified such Director and/or Officer.

always provided that such Claim arises solely out of or in connection with a Wrongful Act that is committed within the Territorial Limits.

The Excess applies to (b) Club Reimbursement only.

The Insurer will not be liable under this Extension for legal liability or Defence Costs in respect of

- (a) any Claim arising out of or in connection with the rendering or failure to render professional services and/or professional advice or a breach or alleged breach of any contract for the provision of professional services and/or professional advice.
- (b) any Claim brought against any Director and/or Officer by or on behalf of the Club or by any other Director and/or Officer
- (c) Any fraudulent or dishonest act, intentional breach of statute, any act intended to secure a personal profit or advantage to which the Director and/or Officer was not entitled, or any other such act which intended to secure a profit for such other company or business where the insured person is a Director and/or Officer
- (d) any Claim arising out of or in connection with any act, error or omission committed

actually or allegedly committed on or before the Directors' and Officers' Retroactive Date

- (e) any Claims, fact, circumstance or situation which could potentially give rise to a Claim which were known or should have been known by any Director and/or Officer prior to the inception date of the coverage provided under this extension.
- (f) any Claim arising out of or in connection with any judicial review
- (g) any Claim arising out of or in connection with the gaining of any financial advantage to which the Director and/or Officer was not entitled, including the repayment of any wrongfully received monies.

### Condition applicable to this Extension

1. Minutes of all meetings relating to Club activities/business must be recorded and retained.

## Exclusions applicable to Section 8 only.

The Insurer shall not be liable in respect of

### 1. Aircraft

any claim arising out of or in connection with advice design specification report or research in relation to any aircraft or aerial devices or part thereof.

### 2. Asbestos Risks

any claim arising out of or relating directly or indirectly to or resulting from the presence or release or possible presence or possible release of asbestos or asbestos containing materials in whatever form or quantity.

### 3. Bodily Injury

any claim arising out of or in connection with Bodily Injury to any person or individual except where Bodily Injury has arisen in any remedial or professional or other advice design or specification or treatment (other than medical first-aid treatment) provided for a fee or in circumstances where a fee would normally be charged.

**4. Abuse**

any claim arising out of

- a) acts of hurting or injuring mentally or physically by maltreatment or ill-use
- b) any actual or attempted conduct or contact of a sexual nature including but not limited to conduct or contact involving sexual gratification discrimination coercion harassment or pressure of any kind
- c) repeated or continuing contemptuous coarse or insulting words or behaviours

**5. Computer network and Data Corruption**

any claim arising directly or indirectly from

- (a) the corruption erasure theft alteration of
- (b) the access or lack of access to
- (c) the interference with

electronically held data by the Insured wholly or partly by any person other than a director or Employee of the Insured.

**6. Contractual Liability (not applicable to Extension 2. Directors' and Officers' Liability)**

any claim in respect of liability assumed by the Insured by agreement unless such liability would have attached to the Insured notwithstanding such agreement.

**7. Directors' and Officers' Liability (not applicable to Extension 2. Directors' and Officers' Liability)**

any claim arising out of or in connection with any Insured or those indemnified by this insurance in like manner to the Insured in their capacity as a director officer or trustee in respect of the performance or non-performance of their duties as a director officer or trustee.

**8. Defective Workmanship**

any claim arising out of or in connection with defective workmanship in the installation repair or maintenance of computers and ancillary equipment.

**9. Employment Practices**

any claim arising out of and in connection with any liability to any Employee former Employee or prospective Employee in respect of employment related humiliation defamation harassment discrimination or like conduct wrongful dismissal repudiation breach or termination of any employment apprenticeship or training contract or arrangement.

**10. Fines Penalties and Punitive and Liquidated Damages**

any fines penalties punitive or exemplary aggravated damages where such damages have been identified separately within an award of any court tribunal hearing proceeding or the multiple portion of any multiplied damage award and any Claim arising out of or in connection with any contract for penalties or liquidated damages levied against the Insured or any Claim deemed uninsurable by law.

**11. Fraud**

any claim arising out of or in connection with fraud dishonesty or criminal offence on the part of any Employee or Director and/or Officer.

**12. Governmental/Regulatory Authority**

any claim arising out of or in connection with a Claim by any regulatory authority or in connection with administrative actions brought by an international national state or local Governmental entity.

**13. Medical Malpractice**

any claim arising out of or in connection with medical surgical or dental advice diagnosis treatment or prescription and/or any claim arising in connection with the provision of Professional Medical Services.

**14. Jurisdiction**

any action for damages brought in a Court of Law in any jurisdiction other than the United Kingdom or the European Union.

### 15. Ownership of buildings and use of aerial devices waterborne craft vessel or mechanically propelled vehicles.

any claim arising out of or in connection with the ownership possession or use by or on behalf of the Insured of any buildings premises land aircraft or other aerial device waterborne craft vessel or mechanically propelled vehicle.

### 16. Pension Trustee Liability

any claim arising out of or in connection with any pension or superannuation fund.

### 17. Pollution

any claim of whatsoever nature directly or indirectly arising out of or in any way involving actual or alleged seepage pollution or contamination of any kind.

### 18. Previous Claims or Circumstances

- (a) the consequence of any Circumstance
  - (i) notified under any policy which was in force prior to the inception of this Section
  - (ii) known to the Insured or which should have been known to the Insured at the inception of this insurance which might reasonably be expected to produce a Claim
- (b) any Claim made against the Insured prior to the inception of this Section.

### 19. Products Liability

any claim arising out of or in connection with the design manufacture construction erection or installation or supply of any materials or equipment or product by or on behalf of the Insured.

### 20. Property Damage

loss or destruction of or Damage to any property whatsoever or any loss or expense or consequential loss resulting or arising therefrom unless arising from lost Documents

For the purposes of this Exclusion property shall mean material or tangible property.

### 21. Tenders

any claim arising from or in connection with the award of any contract or treatment of any tender unless the following procedures are followed:

- (a) Where the estimated contract value is in excess of €5,000,000
  - (i) The Insured must obtain an independent verification and check of all award criteria by a firm of specialist procurement consultants
  - (ii) Independent legal opinion must be obtained from a lawyer experienced in public procurement law before any decision is made by the Insured to disallow or exclude any tender.
- (b) the Insured must take all reasonable care to ensure that best practice policy is adopted and implemented to achieve strict compliance with the obligations and regulations of public procurement law.

### 22. Trading Losses

any trading losses or trading liabilities incurred by any business managed or carried on by the Insured including loss of any client account or business.

### 23. Retroactive Dates

any claim arising out of or in connection with any actual or alleged act error or omission happening prior to the Retroactive Date

Please also refer to General Policy Exclusions for other Exclusions applicable to this Section.

## Conditions applicable to Section 8 only.

### 1. Claims Procedure

The Insured shall, as soon as reasonably possible, give notice to the Insurer of -

- (a) any Claim made against the Insured.
- (b) the receipt of notice from any person of an intention to hold the Insured legally

liable for anything which indemnity may be provided under this Section.

- (c) any Circumstances which may give rise to a Claim.

#### Control of Claims

Every letter Claim writ summons and process shall be forwarded to the Insurer on receipt. No admission offer promise payment or indemnity shall be made or given by or on behalf of the Insured without the written consent of the Insurer which shall be entitled to take over and conduct in the name of the Insured for its own benefit any Claim and shall have full discretion in the conduct of any proceedings and in the settlement of any Claim. The Insured shall give such assistance as the Insurer may require.

#### **2. Discharge of Liability**

The Insurer may in the case of any Claim or Claims pay to the Insured the Limit of Indemnity or Indemnity Limit (but deducting therefrom in such case any sum or sums already paid as damages or costs in respect thereof) or any lesser sum for which the Claim or Claims can be settled and the Insurer shall thereafter be under no further liability in respect of such Claim or Claims.

#### **3. Premium**

Regardless of the number of years this insurance or any succeeding insurance of a like nature with the Insurer shall continue in force and the number of premiums which shall be paid or payable the liability of the Insurer shall not be cumulative in amounts from year to year or from Period of Insurance to Period of Insurance and a Claim shall be deemed to attach to the insurance current as at the date of notification in the terms of Condition 1 and the Limit of Indemnity and/or Indemnity Limit in effect at that time shall prevail.

#### **4. Sub-Consultant**

It is a condition that the Insured shall have a written contract which shall include a provision between any Sub-Consultant and the Insured to indemnify the Insured against liability at law

incurred by the Insured as a result of any Sub-Consultant's performance on behalf of the Insured. The Insured shall also take reasonable steps to ensure that the Sub-Consultant has and maintains professional indemnity insurance with an appropriate limit of indemnity no less than €1,000,000 for any one Claim.

Please also refer to General Policy Conditions for other Conditions applicable to this Section.

## Section 9 - Personal Accident

This Section is only operative if stated as such in the Policy Schedule.

### Definitions applicable to Section 9 only.

**Accident** means a sudden, unexpected and specific event, external to the body, which occurs at an identifiable time and place, causing Bodily Injury.

**Accident Occurrence** means each and every loss or series of all individual losses arising out of one and the same catastrophic incident. The duration and radius of any one accident occurrence shall be limited to

- (1) 72 consecutive hours and
- (2) 160 Km radius (but 160km radius is not applicable in respect of natural catastrophes) and no individual loss, which occurs outside the distance or period, shall be included in that Accident Occurrence.

**Accident Occurrence Limit** means the maximum amount the Insurer will pay in the aggregate under this Policy and any other Policy of Personal Accident Insurance issued by the Insurer covering the Insured Person in respect of all losses arising out of one and the same Accident.

**Aircraft Accumulation Limit** means the maximum amount the Insurer will pay under this Policy or any other Policy issued by the Insurer in respect of all Insured Persons travelling in the same aircraft.

**Annual Salary** means the total gross basic annual salary excluding payments for overtime, commission or bonus payable to the Insured Person at the date Bodily Injury is sustained. For weekly paid Insured Persons, Annual Salary will be calculated by taking the average gross basic weekly salary of the Insured Person for the thirteen weeks prior to

sustaining Bodily Injury and multiplying this amount by fifty-two.

**Benefit** means the sum of money that the Insurer has agreed to pay the Insured or the Insured Person as described in the Benefit Schedule as a result of Bodily Injury.

**Benefit Schedule** means the schedule accompanying this Policy specifying the Benefit payable in the event of Bodily Injury.

**Biological Agent** means any pathogenic micro-organism and or biologically produced toxin(s) including genetically modified organism and chemically synthesised toxins, which results in Bodily Injury or death

**Bodily Injury** means identifiable physical injury to an Insured Person's body which is caused directly and solely by an Accident, which is not intentionally self-inflicted and does not result from sickness, disease or post-traumatic stress disorder.

**Business** means the occupation or activity specified in the Policy Schedule

**Chemical Agent** means any compound which when suitably disseminated causes Bodily Injury or death.

**Deferment Period** means the initial period of Temporary Total Disablement during which the Benefit under Item 8 – Temporary Total Disablement is not payable.

**Disablement** means a loss as described in Items 2, 3, 4, 5 and 6 of the Benefit Schedule.

**Doctor** means a registered medical practitioner who is not the Insured Person or related to the Insured Person and is currently registered with the Irish Medical Council (or foreign equivalent) to practise medicine

**Employee** means any person under a contract of service or apprenticeship with the Insured.

**Foot** means all parts of the foot below the ankle

**Gradually Operating Cause** means a cause that is a result of a series of events which occur or develop over time that cannot be attributable to a single Accident

**Hand or Hands** means all parts of the body below the wrist

**Hospital** means an institution which has accommodation for residential patients and facilities for diagnosis, surgery and treatment. It does not include a convalescence home (place for rest and recovery), long term nursing home or care facility, a geriatric (elderly care) ward or rehabilitation centre

**Insured** means the organisation shown in the Policy Schedule

**Insured Person** means club member.

**Insurer/Our/Us/We** means IPB Insurance.

**Loss** means permanent, total and irrecoverable loss of use or the permanent and total loss by physical severance, resulting in separation.

**Loss of hearing** means permanent, total and irrecoverable loss of hearing resulting in the Insured Person being classified as Profoundly Deaf.

**Loss of Limb** means

- a) in the case of a leg loss by permanent physical severance at or above the ankle or permanent and total loss of use of a complete Foot or leg.
- b) in the case of an arm loss by permanent physical severance of the four fingers at or above the meta carpo phalangeal joints (where the fingers join the palm of the Hand) or permanent and total loss of use of a complete arm or Hand.

**Loss of Sight** means permanent, total and irrecoverable loss of sight:

- a) in both eyes if an Insured Person's name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist.
- b) in one eye if the degree of sight remaining after correction is 3/60 or less on the Snellan Scale (meaning seeing at 3 feet what the Insured Person should see at 60 feet).

**Maximum Benefit Period** means the total number of weeks that We will pay the Temporary Total Disablement Benefit.

**Medical Expenses** means expenses not recoverable from any other source, necessarily and properly incurred by the Insured Person within one year of the date of Bodily Injury for medical, hospital, surgical, dental, therapeutic, X-ray or nursing treatment excluding Physiotherapy including the costs of medical supplies and ambulance hire. Expenses incurred within one year of the date of Bodily Injury for treatment which either takes place or is expected to take place after the expiry of one year from the date of Bodily Injury are not medical expenses for the purpose of this insurance.

**Multi- Engine Aircraft** means

- a) Any multi- engine aircraft.
- b) Any helicopter operating a scheduled service from an international airport.

**Nuclear, Chemical or Biological Incident** means the use of any nuclear weapon or device or the deliberate emission, discharge, dispersal, release, or escape of any solid liquid or gaseous Chemical Agent and or Biological Agent as a direct result of War and/or acts of Terrorism.

**Operative Time** means while an Insured Person is actively participating the sport described in the Policy Schedule at



- a) an event officially organised by the Insured or governing organisation of which the Insured is a member.
- b) while undertaking organised training on behalf of the Insured under the supervision of a suitably qualified coach
- c) travelling directly to or from (a) or (b)

**Parent** means a parent with parental responsibilities, or a legal guardian of the Insured Person

**Permanent Total Disability** means a disability which is permanent, total and irrecoverable as specifically listed in items 2, 3, 4, 5 or 6 of the Benefits Schedule

**Permanent Total Disablement** means the inability to work in any gainful employment whatsoever and which in all probability will continue for the rest of the Insured Person's life

**Physiotherapy Expenses** means expenses not recoverable from any other source, necessarily and properly incurred by the Insured Person within one year of the date of Bodily Injury for physiotherapy, osteopathy, chiropractic treatment, manipulative or sports massage treatment and acupuncture. Expenses incurred within one year of the date of Bodily Injury for treatment which either takes place or is expected to take place after the expiry of one year from the date of Bodily Injury are not physiotherapy expenses for the purpose of this insurance.

**Policy Schedule** means the separate document titled Policy Schedule which provides the specific details of the cover applicable to this Policy.

**Profoundly deaf** means the inability to hear sounds when tested by a qualified audiologist quieter than 90 decibels across frequencies between 500 Hz and 3,000 Hz.

**Temporary Total Disablement** means the inability of the Insured Person to attend to any aspect of their full time paid occupation.

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

**War** means military action, either between nations or resulting from civil war or revolution shall mean war invasion acts of foreign enemies hostilities or warlike operations (whether war be declared or not) civil war rebellion revolution insurrection civil commotion assuming the proportions of or amounting to an uprising military or usurped power

## Section 9 Insuring Clause – What is covered

If during the Operative Time and within the Period of Insurance the Insured Person sustains Bodily Injury which within two years is the sole and independent cause of Death Disablement, Temporary Total Disablement or incurring of Medical Expenses or Physiotherapy Expenses, the Insurer will pay to an Insured Person the appropriate Benefit as stated in the Benefit Schedule.

### Extensions applicable to Section 9 only.

#### 1. Disappearance

If an Insured Person disappears and it is reasonable to believe that they have died as a result of Bodily Injury, We will pay the amount for Item 1 -- Death as specified in the Benefit Schedule, provided the Insured Person's legal representative or executor signs an agreement that if it later transpires that an Insured Person has not died, any amount paid will be refunded to Us.



## 2. Exposure

If an Insured Person dies or suffers Disablement as a result of being exposed to the elements, We will consider the death or Disablement to have been caused by Bodily Injury.

### Exclusions applicable to Section 9 only.

The Insurer shall not be liable to make any payment for accidental Bodily Injury arising from

#### 1. Suicide

any claim arising from suicide, attempted suicide, self-inflicted injuries or deliberate or reckless exposure to danger.

#### 2. Flying

any claim arising from flying other than as a fare paying passenger on a commercial flight.

#### 3. Drugs

any claim arising from drugs other than taking drugs in accordance with the manufacturer's instructions or as prescribed by a registered Doctor.

#### 4. Unlawful Acts

any claim arising from direct participation in unlawful acts.

#### 5. Professional Sports

any claim arising from professional or semi-professional sports activity, including practising or training for sport as a professional or semi-professional.

#### 6. Sickness and Gradually Operating Causes

any claim arising from sickness or disease of any description, including any naturally occurring condition, degenerative process or Gradually Operating Cause.

#### 7. Driving

any claim arising from driving or in charge of a vehicle where the Insured Person's blood/urine alcohol level is above the legal

limit stated in the laws of the country where the accident occurs.

#### 8. Motorcycles

any claim arising from riding or being a pillion passenger on a motorcycle.

#### 9. Nuclear Radioactive Contamination

any claims arising directly or indirectly or in any way caused or contributed to by nuclear reaction, nuclear radiation or radioactive contamination.

#### 10. Radioactive Contamination

any claims whether arising directly or indirectly from

(i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

(ii) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

#### 11. War

any claims arising directly or indirectly from War including acts of War or Terrorism occasioned by a Nuclear, Chemical or Biological Incident.

Please also refer to General Policy Exclusions for other Exclusions applicable to this Section.

### Benefit Limitations applicable to Section 9 only.

#### Application of the Accident Occurrence Limit

In the event of a claim exceeding the Accident Occurrence Limit the Insurer's liability in respect of each Insured Person claimed for shall be proportionally reduced until the total does not exceed €1,300,000

**Application of the Aircraft Accumulation Limit**

In the event of a claim exceeding the Aircraft Accumulation Limit the Insurer's liability in respect of each Insured Person claimed for shall be proportionally reduced until the total does not exceed €1,300,000

**Capital Payments**

On the happening of an Accident giving rise to a claim under any of Benefits 1-7 this insurance will not cover any further Accidents to that Insured Person.

**Death**

If the Insured Person dies within 13 weeks of suffering Bodily Injury, We will only pay the amount under Item 1 -- Death in full and final settlement of any claim.

**Minors**

The maximum amount payable in respect of Item -- 1 Death is €10,000 if the Insured Person is under 18 years of age at the date of Bodily Injury.

**More Than One Disability**

The Insured Person can only claim under one of the Items 1- 7 on the Benefit Schedule.

**Physiotherapy Expenses**

The maximum amount payable in respect of Physiotherapy Expenses shall be limited to 10 sessions in any one Period of Insurance

**Temporary Total Disablement**

The Benefit under Item 8 -- Temporary Total Disablement is only payable if the Insured Person is between 16 and 64 years of age and in full time gainful employment at the time of Bodily Injury. The maximum amount payable shall be the Benefit shown in the Benefit Schedule, or the average net weekly income of the Insured Person in the 26 weeks preceding Bodily Injury based on their Annual Salary, whichever is the lesser amount. If the Insured Person is in receipt of social welfare payments or income from any other sources following Bodily Injury resulting in Temporary Total Disablement We may reduce our payments by

these amounts to ensure the maximum benefit payable does not exceed the Insured Persons average income in the 26 weeks preceding Bodily Injury.

**Conditions applicable to Section 9 only.****1. Claims Procedures****Notification and Documentation**

The Insured or Insured Person shall, as soon as reasonably possible, give notice signed by either the Club Secretary or Chairman, to the Insurer after Bodily Injury is sustained that a claim is to be made. We may reject a claim if it is made so long after Bodily Injury is sustained that it makes it difficult or impossible for Us to investigate a claim fully.

We may ask the Insured Person to have one or more medical examinations. If the Insured Person fails to attend without good reason, We may reject the claim.

We will ask the claimant to give Us certificates and information to support the claim. We will not pay any costs involved in doing this. If information supplied is insufficient, We shall identify what further information is required. We may reject the claim if We do not receive the information We require.

If We pay a claim under Item 9 -- Medical Expenses and/or Item 10 -- Physiotherapy Expenses which is recoverable from another source, such as a private health insurer, the Insured Person must give Us every assistance and information We require to recover this amount.

**Claims Payment**

We will deal with valid death claims as follows.

1. If the Insured Person is age 18 years or over We will pay the appropriate Benefit to the executor or personal representative of the deceased Insured Person's estate
2. If the Insured Person is under 18 years of age We will pay the Benefit to the

Parents of the deceased person in accordance with Succession Act 1965, where appropriate.

## **2. Assignment**

The Insurer will not be bound to accept or be affected by any trust charge lien assignment or other dealing with or relating to this insurance.

## **3. Interest**

Interest will not be added to any amount paid.

## **4. Reasonable Care**

The Insured and Insured Person shall wear any necessary protective equipment, follow customary safety guidelines and shall take reasonable care so as to avoid Bodily Injury.

## **5. Acceptance of Benefit.**

If the Company has paid a claim under this Policy and the Insured or the Insured Person has accepted full and final payment then We will not have to make any further payments in respect of the same claim.

Please also refer to General Policy Conditions for other Conditions applicable to this Section.

## **General Policy Exclusions**

The following Exclusions apply to the whole Policy unless stated as otherwise.

### **1. Insured's Contribution (Excess)**

The Insurer shall not be responsible for the amount of any Excess.

### **2. Date recognition**

#### **Applicable to Sections 1 to 6 only**

The Insurer will not be liable for any claim of whatsoever nature which arises directly or indirectly from or consisting of the failure or inability of any

- (a) electronic circuit microchip integrated circuit microprocessor embedded system hardware software firmware programme computer data processing equipment telecommunication equipment or systems or any similar device
- (b) media or systems used in connection with any of the foregoing whether the property of the Insured or not at any time to achieve any or all of the purposes and consequential effects intended by the use of any number symbol or word to denote a date including without limitation the failure or inability to recognise capture save retain or restore and/or to correctly manipulate interpret transmit return calculate or process and date data information command logic or instruction as a result of
  - (i) recognising using or adopting any date day of the week or period of time otherwise than as or other than the true or correct day of the week or period of time
  - (ii) the operation of any command or logic which has been programmed or incorporated into anything referred to in (a) and (b) above.

Exception to Date Recognition Exclusion

This Exclusion shall not apply to subsequent Damage to or loss or destruction of property owned by in the possession of or held in trust by the Insured and/or the Insured's consequential loss arising from Damage to any property if directly caused by fire lightning explosion aircraft and other aerial devices 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 impact by any road vehicle or animal or stealing only where these Perils are provided by the Policy.

### 3. Cyber Risk

#### Applicable to Sections 1 to 5 only

The cover excludes loss or destruction or damage to any Computer (as defined below) giving rise to liability or loss arising directly or indirectly from

- (a) the loss of alteration of or damage to any Computer
- (b) a reduction in the functionality availability or operation of a Computer
- (c) programming or operator error whether by the Insured or any other person
- (d) Virus or Similar Mechanism (as defined below)
- (e) Hacking (as defined below)
- (f) malicious persons
- (g) failure of external networks.

#### Applicable to Sections 7 and 8 only

The cover excludes any legal liability loss or damage arising from the loss or alteration of or damage to or a reduction in the functionality availability or operation of a Computer system hardware programme software Data information repository microchip integrated circuit or similar device in Computer equipment or non-Computer equipment that results from the malicious or negligent transfer (electronic or otherwise) of a Computer programme that contains any malicious or damaging code including but not limited to a Computer Virus or Similar Mechanism worm logic bomb or Trojan horse.

For the purpose of this Exclusion,

Computer means computer equipment component system or item which processes stores transmits or retrieves data or any part thereof whether the property of the Insured or not whether tangible or intangible and including without limitation any information programmes or software.

Virus or Similar Mechanism means any programme code programming instruction or other set of instructions intentionally constructed with the ability to Damage interfere with or otherwise adversely affect computer programmes data files or operations (whether involving self-replication or not) including but not limited to Trojan Horses Worms or Logic Bombs.

Hacking means unauthorised access to any computer or computer equipment component system or item whether the property of the Insured or not which processes stores transmits or retrieves data.

### 4. Radioactive Contamination

The Policy excludes any

- (a) claim loss destruction injury or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
- (b) any legal liability

directly or indirectly caused by or contributed by or arising from

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

## 5. War and Terrorism

The Policy excludes any claim liability loss damage loss or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss

- (a) war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any Government or public or local authority.
- (b) any Act of Terrorism including
  - (i) any claim loss damage cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with any action taken in controlling preventing suppressing or in any way relating to any Act of Terrorism.
  - (ii) regardless of any contributory causes any claim loss damage cost or expense directly or indirectly arising out of biological nuclear or chemical Contamination due to any Act of Terrorism.

If the Insurers allege that by reason of this Exclusion any Occurrence is not covered by this policy the burden of proving the contrary shall be upon the Insured.

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

Definitions applicable to this Exclusion

1. An Act of Terrorism means an act including but not limited to the use of force or violence and/or 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 ethnic or similar purposes or reasons including the intention to influence any government and/or to put the public or any section of the public in fear.
2. Contamination means the contamination poisoning or prevention and/or limitation of the use of objects due to the effects of chemical nuclear and/or biological substances.

## 6. Changes in Water Table Levels

### Applicable to Sections 1 to 6 only

The Insurer will not be liable for damage or consequential loss attributable solely to change in the water table level.

## 7. Sonic Bangs

### Applicable to Sections 1 to 6 only

The Insurer will not be liable for loss or damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

## 8. Confiscation

### Applicable to Sections 1 to 6 only

The Insurer will not be liable for loss or damage arising out of or in connection with confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any Government or public or local authority.

## 9. More specific insurance

### Applicable to Sections 1 to 6 only

The Insurer will not be liable for loss or damage to any Property Insured more specifically insured under another policy by or on behalf of the Insured

## 10. Communicable Diseases

### Applicable to Sections 1 to 5 only

The Insurer will not be liable for any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease regardless of any other cause or event contributing concurrently or in any other sequence thereto.

However, subject to the other terms, conditions and exclusions of the Policy, the Policy will cover physical damage to Property Insured where such physical damage is directly caused by or arising from any of the following perils: fire, lightning, explosion, aircraft or vehicle impact, falling objects, windstorm, rainstorm, hail, tornado, cyclone, typhoon, hurricane, earthquake, seaquake, seismic and/or volcanic disturbance/eruption, tsunami, flood, freeze, ice storm, weight of snow or ice, avalanche, meteor/asteroid impact, landslip, landslide, mudslide, bush fire, forest fire, riot, riot attending a strike, civil commotion, vandalism and malicious damage.

For the purpose of this Exclusion, Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- (a) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and

- (b) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
- (c) the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

### Applicable to Section 6 only

The Insurer will not be liable for any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease regardless of any other cause or event contributing concurrently or in any other sequence thereto.

For the purpose of this Exclusion, Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- (a) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
- (b) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
- (c) the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.



**Applicable to Sections 7A and 7B only**

Notwithstanding anything contained to the contrary in the Policy, the Insurer will not be liable for any legal liability or defence costs and expenses in respect of or arising out of or in connection with a Communicable Disease.

For the purpose of this Exclusion,

Communicable Disease shall mean:

- (a) Avian Influenza and/or Influenza A (H5N1) or any mutant variation thereof; or
- (b) Swine Influenza and/or Influenza A (H1N1) or any mutant variation thereof; or
- (c) Severe Acute Respiratory Syndrome (SARS) or any mutant variation thereof; or
- (d) Atypical Pneumonia or any mutant variation thereof; or
- (e) Covid-19 and/or SARS-CoV-2 or any mutant variation thereof; or
- (f) any other disease which is declared, categorised, characterised, referred to or in any other way communicated as an epidemic or pandemic by the World Health Organisation or other governmental or quasi-governmental public health agency, entity or service that may at any time make such declaration categorisation, characterisation, reference or communication, including any disease categorised as a Public Health Emergency of International Concern (PHEIC) declared by the Director General of the World Health Organisation
- (g) any mental injury sustained or alleged to have been sustained by any threat of or fear of or in any other way arising from (whether actual or perceived) any disease described in (a) to (f) above.

**General Policy Conditions**

The following Conditions apply to the whole Policy unless stated as otherwise.

**1. Law applicable and Jurisdiction**

Any interpretation of this Policy or issue relating to its construction validity or operation is governed by the laws of the Republic of Ireland. The parties agree to submit to the exclusive jurisdiction of the Courts of the Republic of Ireland.

**2. Non-Disclosure or Misrepresentation**

Any questions We ask You are important and Your answers will inform our assessment and acceptance of the proposed risk and the calculation of the premium to be charged. You have a duty to answer all questions honestly and with reasonable care.

At renewal, We may provide You with details of information that You have previously disclosed and ask You to update that information. Where You do not provide any new information to Us and You pay the renewal premium, it is presumed that the information previously provided has not changed.

In the event of a fraudulent misrepresentation made by You, or on Your behalf, We will be entitled to avoid this insurance contract resulting in the cancellation of the policy and non-payment of claims.

Any other misrepresentation made by You or on Your behalf, other than one made innocently, will entitle Us to take proportionate action to reflect what We would have done had we been aware of the full facts.

Proportionate action could include changes to the Policy terms and conditions or a reduction in the amount We pay in respect of a claim to reflect the higher premium that would otherwise have been charged.

In certain circumstances, We may be entitled to avoid this insurance contract resulting in the



cancellation of the policy and non-payment of claims.

If Your policy is avoided or cancelled by Us this may result in You having difficulty in trying to purchase insurance elsewhere. A failure to have property insurance in place could lead to a breach of the terms and conditions attaching to any loan secured on Your property.

### 3. Alteration

The Insured must tell the Insurer immediately if there is an alteration to the risk that would result in the risk no longer reflecting that which was represented to, assessed and accepted by the Insurer when this contract of insurance was effected.

### 4. Observance

Any party insured by this Policy must fulfil and observe the Terms and Conditions and Endorsements of the Policy insofar as they relate to anything to be done or complied with by them.

### 5. Subrogation

Where legally permitted the Insurer may take proceedings at its own expense and for its own benefit, but in the Insured's name, or in the name of any other person indemnified by this Policy, to recover any payment the Insurer has made under this Policy.

### 6. Claims Procedures

The following Claim Procedures apply to Sections 1 to 6

In the event of any occurrence giving rise or likely to give rise to a claim under this Section the Insured shall

- (a) notify the Insurers as soon as reasonably possible
- (b) give notice to An Garda Síochána as soon as reasonably possible of
  - (i) loss or Damage by theft or any attempted theft

- (ii) loss of Money by any cause whatsoever
- (iii) loss or Damage by malicious persons

- (c) carry out no alteration or repair as far as practicable until the Insurer has had an opportunity of investigating
- (d) take all reasonable action to minimise or check any interruption of or interference with the Business
- (e) produce to the Insurer such books of account or other business books or documents or such other proofs as may reasonably be required by the Insurer for investigating or verifying the claim
- (f) in respect of loss or Damage to the Property Insured deliver to the Insurer at their own expense a claim in writing with such detailed particulars and proofs as may be reasonably required and (if demanded) a statutory declaration of the truth of the claim and any matters connected therewith within
  - (i) 7 days of the event – in respect of Riot and Civil Commotion.
  - (ii) 30 days of the event – All other claims or such further time as the Insurer may in writing allow.
- (g) Where the Insured agrees to pay the Insured under Section 1, the Insurer reserves the right to make staged payments as works progress and to withhold final payment until the repair, replacement or reinstatement work is complete, the final invoice is submitted and, if required, the final inspection is completed by the Insurer or its representatives. The percentage of final payment withheld will not exceed
  - (i) where the claim settlement amount is less than €40,000 – 5% of the overall settlement amount
  - (ii) where the claim settlement amount is €40,000 or more – 10% of the overall claim settlement amount.

## 7. Other Insurance

### Applicable to Sections 1 to 6 only

If at the time of any loss damage or occurrence there be any other insurance or indemnity effected by or on behalf of the Insured applicable to such event the liability of the Insurer shall be limited to its rateable proportion. If any other such insurance or indemnity is subject to any provision whereby it is excluded from ranking concurrently with this Policy whether in whole or in part or from contributing rateably then the liability of the Insurer hereunder shall be limited in respect of any loss Damage or occurrence to any excess beyond the amount which would be payable under such other insurance or indemnity had this Policy not been effected

### Applicable to Sections 7 and 8 only

The Policy does not cover liability which forms the subject of insurance by any other policy and shall not be drawn into contribution with such other policy.

## 8. Fraudulent Claims

If any insured party makes a claim under this Policy which omits information of a material nature and/or contains information that is false or misleading in any material respect and that insured party either

- (a) knows that information of a material nature has been omitted; and/or
- (b) knows that such information is false or misleading; and/or
- (c) consciously disregards whether such information is false or misleading

then the Insurer shall be entitled to refuse to pay that claim. The Insurer shall also be entitled to terminate this Policy with effect from the date of the submission of the fraudulent claim.

## 9. Cancellation

The Insurer may cancel this cover by sending thirty days written notice by registered post to the Insured at the Insured's last known

address. In such event the Insured will be entitled to a refund of a proportionate part of the paid premium for the unexpired Period of Insurance.

The Insured may cancel this Policy by advising the Insurer in writing. If the Insured cancels the Policy within the first fourteen days of the contract, the Insurer will refund any paid premium for the unexpired Period of Insurance, provided there has been no claim notified and the Insured is not aware of any circumstance which will likely lead to a claim during the current Period of Insurance.

If the Insured cancels the Policy at any other time, the Insurer will refund any paid premium for the unexpired Period of Insurance, subject to

- (a) there having been no claim notified and the Insured not being aware of any circumstances which will likely lead to a claim during the current Period of Insurance and
- (b) any Minimum Premium requirement.

## 10. Reasonable Precautions

The Insured shall at his own expense use take reasonable care

- (a) to prevent or diminish loss destruction or Damage or claim or cease any activity which may give rise to liability under this Policy
- (b) to maintain the Premises and all works machinery and plant in sound condition
- (c) to ensure that in the event of discovery of any defect or danger in any property for which the Insured is responsible for cause such defect or danger to be made good or remedied and in the meantime, shall take such additional precautions as the circumstances may require
- (d) to comply with all statutory obligations and regulations imposed by any authority

- (e) to protect employees and other persons from injury and avoid loss or damage to property
- (f) in the selection employment hiring retention placement or training of employees

### 11. Dispute Resolution

All matters of difference between the Insured and the Insurer arising out of or in connection with this insurance, including any dispute regarding the existence of this Policy or any disclaimer of liability or indemnity, will be referred, in the first instance, to Mediation. However, it is noted and agreed that Mediation is a voluntary process which may be declined by either the Insured or the Insurer.

- 1) If Mediation is agreed upon:
  - (a) The difference, dispute or disclaimer of liability or indemnity must be referred to Mediation within 12 months of it so arising. Otherwise, any claim made of the Insurer by the Insured shall be deemed to be abandoned absolutely and irrevocably by the Insured and shall not be recoverable thereafter.
  - (b) If the choice of a Mediator willing and available to accept appointment cannot be agreed between both parties within 30 days of the referral to Mediation, then both parties will accept a Mediator nominated by the Irish Commercial Mediation Association.
  - (c) If the matter in dispute is not resolved through Mediation the dispute or difference arising shall be referred to Arbitration within 30 days of the holding of the Mediation.
- 2) If Mediation is not agreed upon:
  - (a) All matters of difference between the Insured and the Insurer arising out of or in connection with this insurance,

including any dispute regarding the existence of this Policy or any disclaimer of liability or indemnity, will be referred to Arbitration.

- (b) The difference, dispute or disclaimer of liability or indemnity must be referred to Arbitration within 12 months of it so arising. Otherwise, any claim made of the Insurer by the Insured shall be deemed to be abandoned absolutely and irrevocably by the Insured and shall not be recoverable thereafter.

In either case:

- (i) If the choice of an Arbitrator willing and available to accept appointment cannot be agreed between both parties within 30 days, the President for the time being of the Incorporated Law Society of Ireland will be asked to make such an appointment.
- (ii) The decision of the Arbitrator shall be final and binding on the Insured and Insurer.

### 12. Premium Adjustment

If any part of the premium is calculated on estimates furnished by the Insured the Insured shall keep an accurate record containing all particulars relative thereto and shall at all times allow the Insurer to inspect such record. The Insured shall within one month from the expiry of each Period of Insurance furnish to the Insurer such particulars and information as the Insurer may require. The premium for such period shall thereupon be adjusted and the difference paid by or allowed to the Insured subject to any Minimum Premium requirement.

### 13. Limits of Liability

All Sums Insured Limits of Indemnity Limits of Liability and any other restrictions on the amount of the Insurer's liability stated in this Policy will apply as maximum limits to the Insurer's liability irrespective of the number of

persons entitled to indemnity under this Policy.

#### **14. Interpretation**

In this Policy

- (a) the singular includes the plural and vice versa
- (b) the male gender imports the female and neutral genders
- (c) references made to any act or law include any rules or regulations promulgated thereunder and any re-enactment, replacement, amendment or modification thereof, in whole or in part and whether before or after the date of this insurance
- (d) the title of paragraphs, sections, provision or endorsements of or to this Policy are intended for convenience and reference and are not deemed in any way to limit or expand the provisions to which they relate, and they are not part of the Policy.

## Data Protection Policy

IPB Insurance is committed to protecting your personal information. IPB is a data controller and is required to comply with the Data Protection Acts 1988 – 2018 and the General Data Protection Regulation. The information that you provide ('data') will be used for the administration of your policy and/or any claims made on the policy. Data is at all times treated as confidential and the appropriate measures are taken to ensure it is secure. A copy of our Data Protection Notice can be found on our website [www.ipb.ie](http://www.ipb.ie). The notice explains why we collect and use your data, who we share your data with, your data protection rights, how long we retain your data for, where your data is located and what to do if you have any data protection complaints. If you would like to receive a written copy of the Data Protection Notice you can email [dpo@ipb.ie](mailto:dpo@ipb.ie) or write to Data Protection Officer, IPB Insurance, 1 Grand Canal Square, Grand Canal Harbour, Dublin 2.

## Complaints Procedure

It is important to us that you receive the highest level of service at all times and we hope you never have to complain. However, if for any reason you need to contact us on a service matter, we do wish to hear from you. It is our policy to deal with all complaints fairly and efficiently, therefore, if you have a complaint, please contact the

Complaints Officer,  
IPB Insurance,  
1 Grand Canal Square,  
Grand Canal Harbour,  
Dublin D02 P820.  
Tel: +353 1 639 5500; or  
email [complaints@ipb.ie](mailto:complaints@ipb.ie).

We will acknowledge all written complaints in writing within 5 business days of receipt and will advise you who is dealing with the complaint until it is resolved or cannot be processed any further. Details of all verbal complaints are recorded in writing. Upon receipt of a verbal complaint, we will offer you an opportunity to have your complaint treated as a written complaint. Our aim is to resolve any complaint as quickly as possible. You will receive a regular written update on the progress of the investigation at intervals of not greater than 20 business days. If your complaint is not resolved within 40 business days, we will inform you of the anticipated time frame in which we hope to resolve the complaint and advise you of your right to refer the matter to the

Financial Services and Pensions Ombudsman,  
Lincoln House,  
Lincoln Place,  
Dublin D02VH29.  
Telephone: 01-567700  
[www.fspo.ie](http://www.fspo.ie).