



IT and Communications Product and Service Providers

POLICY WORDING

IMPORTANT NOTICE

Please read this Policy carefully to ensure that it is in accordance with your requirements and that you understand its terms, exclusions and conditions. Please contact us immediately if any corrections are necessary.

Any enquiries you may have regarding your Policy may be addressed either to the insurance broker who arranged the Policy for you or directly to us.

CLAIMS PROCEDURE

If you wish to make a claim, please contact us on 01 6095601 quoting your policy number. Please also refer to our on-line guidance on how to make a claim which can be found at www.travelers.ie

COMPLAINTS PROCEDURE

Our Promise To You

1. We will acknowledge complaints promptly
2. We will investigate quickly and thoroughly
3. We will keep you informed of progress
4. We will do everything to resolve your complaint fairly
5. We will learn from our mistakes and use your feedback to continually improve our service

What To Do If You Have A Complaint

If you are dissatisfied with any aspect of our service, please contact us on 01 6095600 or email us at: CustomerRelations@travelers.com, quoting your policy number or claim reference if appropriate. Alternatively, you can write to us at the address below:

The Compliance Officer, Third Floor, Block 8
Harcourt Centre, Charlotte Way, Dublin 2

If we have not been able to resolve your complaint to your satisfaction and you are an eligible complainant, you may refer the matter to the Financial Services and Pensions Ombudsman (FSPO) at the address below:

Financial Services and Pension Ombudsman Third Floor,
Lincoln House, Lincoln Place, Dublin 2 D02 VH29
Email: info@fspoi.ie Website: www.fspoi.ie
Tel: +353 1 567 7000

USING PERSONAL DATA: - FAIR PROCESSING NOTICE

How we treat information about you and your rights under data protection legislation.

In order to provide our insurance services, we (Travelers Insurance Designated Company acting as a Data Controller) will collect certain personal information about you. The type of information that we collect will depend on our relationship with you. For example, you may be a Travelers policyholder, prospective policyholder or a third party making a claim under a Travelers insurance policy.

If you provide us with personal information about a third party, you should share this notice with them.

We will also collect different types of information depending upon the kind of insurance cover we are being asked to provide or the kind of claim we are being asked to assess or pay.

Some of the information we collect may be classified as 'special category data', which is data that may contain information about physical or mental health, religious beliefs and criminal and disciplinary offences (including convictions).

Your personal information may be used in a number of ways including:

- considering an application for insurance,
- providing and administering an insurance policy,
- handling claims including claims validation,
- preventing and detecting fraud, including providing information to the relevant authorities.

Where relevant, we will share your information with other companies in the Travelers group, third parties such as claims handlers, loss adjusters, other insurers and reinsurers, fraud prevention agencies, service companies associated with our products, or as required by law (including providing the information to government or regulatory authorities). This may involve the transfer of your information to countries inside and outside the European Economic Area.

If your policy includes motor cover, we will pass your policy details to the Motor Third Party Liability database maintained by the Motor Insurers' Bureau of Ireland (MIBI). For information about how the MIBI may use this information, please click www.travelers.ie/privacy-policy

We may also use your personal information for marketing purposes, but only in accordance with your marketing preferences.

For more information about how we process your data and the rights you have, please click: www.travelers.ie/privacy-policy

SUMMARY OF CONFLICTS OF INTEREST POLICY

Travelers maintain an internal Conflict of Interest policy which identifies circumstances which may give rise to a potential for conflict of interest.

Where a conflict of interest or suspected conflict of interest has been identified, and cannot be reasonably avoided, we will disclose the general nature and or source of the conflict of interest to you and your insurance intermediary.

Travelers will not proceed and bind any insurance contract with you unless you the policyholder have acknowledged, in writing, that you are aware of the conflict of interest and still want to proceed with your insurance contract with us, and, that your intermediary confirms in writing the conflict does not damage your best interests.

COOLING-OFF PERIOD

If your annual turnover is EUR 3,000,000 or less, you can cancel this policy within 14 working days from the date you received your insurance documentation ('the cooling-off period').

If you choose to cancel this policy during the cooling-off period, we will return your premium in full provided that you have not:

- a) made a claim under the policy, or
- b) changed any term or condition of the policy during the cooling-off period

The deemed date of receipt of your insurance documentation shall be the day of sending (if sent by email) or the second day after posting (if sent by post).

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The Contract of Insurance

The Named Insured having made to the Company a Proposal and declaration and having paid or agreed to pay the premium to the Company, the Company will provide the insurance indicated in the Policy Sections during the Period of Insurance stated in the Master Schedule or in any subsequent Endorsement, Schedule or Renewal Schedule, or during any subsequent Period of Insurance for which the Company may accept payment, subject to the terms, conditions, and exclusions contained herein or endorsed hereon.

The Policy and the Proposal shall be read as one contract and unless otherwise stated any word or expression to which a particular meaning has been given in the General Definitions in this Policy is given a capital letter and shall bear the same meaning wherever it appears in the Policy or specific Section respectively, and unless the context requires otherwise:

- (a) the singular includes the plural and vice versa;
- (b) the male gender includes the female and neutral genders;
and
- (c) person includes a body corporate.

General (Terms and Conditions)

General Definitions

1. Abuse

Means any illegal or offensive act or omission that results in the maltreatment of a person, including acts or omissions of a physical, sexual, verbal, psychological, emotional or financial nature.

2. Additional Insured

Means a person or entity, not otherwise the Named Insured or an Insured Person, with whom the Named Insured has entered into a written agreement to include as an Insured, but only for Wrongful Acts:

- (a) by, or on behalf of, the Named Insured under such agreement; and
- (b) committed after the Named Insured has executed such agreement.

3. Adverse Media Report

Means any communication of a potential Privacy Breach or Security Breach by a media outlet.

Multiple Adverse Media Reports regarding the same potential Privacy Breach or Security Breach are deemed one Adverse Media Report.

4. Advice

- (a) Means advice provided in the course of the Business by the Insured to a Client.
- (b) Does not include the provision of Services or Products.

5. Affected Products

Means Products which are Defective and any other Products from the same batch as the Products in which a Defect has been identified which are suspected of being Defective.

6. Ancillary Equipment

Means air conditioning equipment, generating equipment, voltage regulating equipment, temperature and humidity recording equipment, electronic access equipment, heat and smoke detection equipment, gas flooding cylinders and pipework, and computer room partitioning all used solely in connection with Computer and Telecommunication Equipment.

7. Annual Rent Receivable

Means the Rent Receivable during the twelve months immediately before the date of the Damage, to which such adjustment shall be made as may be necessary to provide for the trend of the Business and for variations in or other special circumstances affecting the Business either before or after the Damage or which would have affected the Business had the Damage not occurred, so that the figure thus adjusted shall represent as nearly as may be reasonably practicable the results which, but for the Damage, would have been obtained during the relative period after the Damage.

8. Annual Revenue

Means the Gross Revenue during the twelve months immediately before the date of the Damage, to which such adjustment shall be made as may be necessary to provide for the trend of the Business and for variations in or other special circumstances affecting the Business either before

or after the Damage or which would have affected the Business had the Damage not occurred, so that the figure thus adjusted shall represent as nearly as may be reasonably practicable the results which, but for the Damage, would have been obtained during the relative period after the Damage.

9. Annual Turnover

Means the Turnover during the twelve months immediately before the Date of the Damage, to which such adjustment shall be made as may be necessary to provide for the trend of the Business and for variations in or other special circumstances affecting the Business either before or after the Damage or which would have affected the Business had the Damage not occurred, so that the figure thus adjusted shall represent as nearly as may be reasonably practicable the results which, but for the Damage, would have been obtained during the relative period after the Damage.

10. Any One Loss Limit

Means the maximum amount which the Company will pay in respect of any one Event as specified in the Schedule.

11. Approved Provider

Means a service provider approved by the Company in writing to the Insured.

12. Authorised Jurisdiction

Means a country or jurisdiction in which the Insurer is licensed or otherwise authorised to provide this insurance.

13. Bodily Injury

- (a) Means:
 - (i) death, injury, disease or illness of any person; or
 - (ii) mental injury, mental anguish or shock that results in a recognisable psychiatric injury; or
- (b) In respect of the Proactive Rehabilitation Support Cover only in the Employers Liability Section, Bodily Injury means bodily injury, but does not include bodily injury resulting from:
 - (i) mental injury or mental anguish and shock, except where an Employee suffers a recognisable psychiatric injury as a result of:
 - a. directly witnessing an event causing serious injury or death; or
 - b. an event which causes the Employee to be in fear of serious injury or death;
 - (ii) illness or disease; or
 - (iii) repetitive strain.

14. Buildings

- (a) Means the buildings at the Business Premises; and
- (b) includes:
 - (i) landlord's fixtures and fittings therein and thereon;
 - (ii) outbuildings, annexes and extensions;
 - (iii) walls, gates, fences, canopies and signs;
 - (iv) surfaces and foundations of car parks, yards, roads, pathways and pavements;

- (v) Services, but not where insured under Machinery Plant and All Other Contents (or where the designation under which such Property appears in the Named Insured's books would require such Property to be insured under Machinery Plant and All Other Contents);
- (vi) foundations; and
- (vii) Glass, including framework, alarm strips or fittings and lettering thereon.

15. Business

- (a) Means the business described in the Master Schedule or in any subsequent Endorsement, Schedule or Renewal Schedule carried on by the Named Insured at or from premises within the Territorial Limits, and shall include:
 - (i) the ownership, repair, maintenance, decoration or occupancy of the property (except any premises at or from which any Portfolio Company carries on business) by the Named Insured;
 - (ii) the provision and management by the Named Insured of catering, sports, social, welfare, health and safety and educational organisations, and fire, first aid, medical, dental, ambulance and security services;
 - (iii) the participation by the Named Insured in exhibitions and corporate events in connection with the business interests of the Named Insured; and
 - (iv) in respect of the Employers' Liability Section and Public and Products Liability Section, the execution of private duties undertaken by an Employee for any partner, director, or senior official of the Named Insured, but only if such private duties are undertaken with the consent of the Named Insured.
- (b) Does not include any business carried on by or on behalf of a Portfolio Company.

16. Business Hours

Means the Named Insured's usual business hours (including overtime) during which the Named Insured's directors, partners or Employees entrusted with Money are on the Business Premises for the purpose of the Business.

17. Business Interruption

Means the interruption or interference with the Business at any Business Premises in consequence of Damage.

18. Business Interruption Time Franchise

Means the number of consecutive hours shown as the Business Interruption Time Franchise in the Schedule that must elapse after the actual and measurable interruption or suspension of the Business directly attributable to a total or partial interruption of a Computer System.

Provided this does not apply to Increase in Cost of Working under:

- (a) Gross Profit Flexible Limit of Loss;
- (b) Gross Revenue Flexible Limit of Loss; or
- (c) Continuing Expenses and Research and Development ICOW;

basis of settlement.

19. Business Premises

Means:

- (a) the Premises which the Named Insured owns, occupies or is responsible for;
- (b) in respect of the Business Interruption Section, those premises at the addresses described in the List Of Premises And Other Locations Schedule attaching to the Master Schedule or in any subsequent Endorsement, Schedules or Renewal Schedules forming part of this Policy and identified by the Premises Code shown against it which the Named Insured owns occupies or is responsible for;
- (c) in respect of the Computer And Machinery Breakdown Section, those Premises which the Named Insured owns, occupies, utilises or is responsible for; or
- (d) in respect of the Criminal Protection Response Section, those premises within the Geographical Limits which the Named Insured occupies in connection with its business activities.

20. Certified Absence

Means absence from work for 7 or more continuous days (including Saturdays Sundays bank holidays and agreed absence from work including holidays and compassionate leave) certified by a registered medical practitioner.

21. Circumstance

Means any one or more of the following:

- (a) an intimation of a Claim or of an intention to claim against the Insured;
- (b) any known direct or indirect criticism or dispute, whether expressed or implied (whether justified or not), relating to the performance of the Insured which might give rise to Loss or Damage;
- (c) any awareness of the Insured of failing or doubt of the efficacy of its own performance, where such failing or inefficacy might give rise to Loss or Damage; or
- (d) any awareness of the Insured that Products, Services, Advice, specification, design or recommendation provided, specified or designed by the Insured have failed to meet the standard required and which might result in Loss or Damage;

which, if the subject of a Claim, would fall for indemnity under a Liability Cover.

22. Civil Liability

Means legal liability under the jurisdiction of a civil court in accordance with General Condition – Jurisdiction.

23. Claim

Means:

- (a) a written demand for monetary or nonmonetary relief, including injunctive relief, commenced by an Insured's receipt of such written demand;
- (b) a civil proceeding, commenced by the service of a complaint or similar pleading;
- (c) an arbitration, mediation, or similar alternative dispute resolution proceeding, commenced by the service of an arbitration petition or similar legal document;

- (d) a written request to toll or waive a statute of limitations relating to a potential civil or administrative proceeding, commenced by an Insured's receipt of such written request; or
- (e) for the Regulatory Proceedings Cover only, a Regulatory Proceeding, commenced by:
 - (i) the filing of charges;
 - (ii) the filing of an investigative order;
 - (iii) the service of a summons; or
 - (iv) the service or filing of a similar document,

against an Insured for a Wrongful Act.

A Claim is deemed to be made when commenced.

24. Claim Investigation Expenses

- (a) Means costs and expenses incurred:
 - (i) by the Company; or
 - (ii) on behalf of the Company
 to a third party in connection with the investigation, handling or control of any claim.
- (b) Does not include claimants and defence costs and expenses or other prosecution defence costs as indemnified under this Policy.

25. Client

Means any person, company or entity with whom the Insured conducts Business.

26. Company

Means Travelers Insurance Designated Activity Company.

27. Compensation

Means compensatory damages imposed by law, including interest which may be awarded on such damages.

28. Computer and Telecommunication Equipment

- (a) Means a network of machine components, microprocessors, computer chips or other computerised or electronic components or equipment capable of accepting information, processing it according to a plan and producing the desired results; and
- (b) Includes Fixed Media, Unfixed Media, printers, visual display unit screens, modems, remote terminals, interconnection wiring, telecommunication equipment and Ancillary Equipment.
- (c) Does not include Portable Electronic Equipment, except in respect of the Criminal Protection Response Section if the equipment is used in connection with the business activities of the Named Insured with the express agreement of the Named Insured.

29. Computer Breakdown

Means the sudden breakdown, derangement, distortion or electrical burnout of Computer and Telecommunication Equipment whilst in use at the Business Premises which stops the normal functioning of the Computer and Telecommunication Equipment and necessitates repair or replacement of the Computer and Telecommunication Equipment in order to achieve normal operating conditions.

30. Computer Fraud

- (a) Means an intentional, unauthorised, and fraudulent entry or change of data or computer instructions, directly into or within, a Computer System, that:
 - (i) is not made by an Insured Person, an Independent Contractor, or any other person under the direct supervision of the Insured; and
 - (ii) causes Money, Securities, or Other Property to be transferred, paid, sent or delivered from inside the Named Insured's premises or the Named Insured's financial institution premises to a place outside of such premises.
- (b) Does not include Social Engineering Fraud.

31. Computer or Telecommunication System

Means Computer and Telecommunication Equipment that forms part of a computer network owned, leased or rented by the Named Insured or for which the Named Insured is legally responsible.

32. Computer System

Means:

- (a) a computer or other equipment or component or system or item which processes, stores, transmits or receives Data; or
- (b) in respect of the Technology Professional Indemnity and Cyber Section, a computer and connected input, output, processing, storage, or communication device, or related network, operating system, website, or application software, that is:
 - (i) under the operational control of, and owned by, licensed to, or leased to:
 - (1) the Named Insured; or
 - (2) an Insured Person, while authorised by, and transacting business on behalf of, the Named Insured, except under the Betterment or Data Restoration Covers, or any Cyber Crime Cover; or
 - (ii) operated by an IT Provider, but only the portion of such computer system used to provide hosted computer resources to the Named Insured, except under the Betterment or Business Interruption Covers.

33. Computer Virus

Means a piece of code that is designed to corrupt and which has the effect of corrupting (and may destroy, alter, contaminate or degrade the integrity, quality or performance of) data or any computer application, software, computer network or computer operating system and related software.

34. Confidential Information

Means a third party's or Insured Person's private or confidential information that is in the care, custody, or control of the Named Insured, or a service provider acting on behalf of the Named Insured.

35. Consumer Redress Funds

Means money which an Insured is legally obligated to deposit in to a fund for the payment of consumer claims due to an adverse judgement or settlement of a Regulatory Proceeding.

36. Continuing Expenses

Means the reasonable and necessary amount incurred by the Named Insured on Research Project Activities during the Indemnity Period while the Research Project Activities are affected by the First Party Event.

37. Covered Material

- (a) Means content that is created or disseminated, via any form or expression, by, or on behalf of, the Named Insured.
- (b) Does not include:
 - (i) tangible product designs; or
 - (ii) content created or disseminated by the Named Insured on behalf of a third party.

38. Covered Person

Means any:

- (a) director, partner or officer of the Named Insured;
- (b) Employee; or
- (c) person who is directly involved in the handling or negotiation of an Insured Event on the authority of the Named Insured.

39. Cyber Extortion

Means:

- (a) the making of an illegal threat or threats, either directly or indirectly, to the Named Insured or to a Covered Person to:
 - (i) alter, damage or destroy Data;
 - (ii) initiate an intentional attack on the Computer or Telecommunication System that will deplete system resources or impede system access to the Named Insured or a Third Party authorised by the Named Insured to access the Computer or Telecommunication System;
 - (iii) introduce malware or a Computer Virus to the Computer or Telecommunication System; or
 - (iv) release any non-public personal information relating to an identified or identifiable person which is owned, licensed, maintained or stored by or on behalf of the Named Insured, and is protected from unauthorised access or acquisition by any data protection law that applies to the Named Insured;

by an individual, other than an identifiable director, partner or officer of the Named Insured, who then demands Ransom Monies as a condition of not carrying out such threat.
- (b) a demand for Ransom Monies to restore access to the Computer or Telecommunication System where malware or a Computer Virus restricting access has been introduced by an individual, other than an identifiable director, partner or officer of the Named Insured.

40. Cyber Extortion Theft

Means a threat to:

- (a) access or disclose:
 - (i) Confidential Information; or
 - (ii) the Named Insured's information without authorisation; or

- (b) commit or continue a Security Breach, made against the Named Insured for Ransom.

41. Damage or Damaged

Means:

- (a) physical loss of, destruction of or damage to tangible property
- (b) in respect of the Computer And Machinery Breakdown Section, accidental destruction of or damage to Property Insured during the Period of Insurance caused by Computer Breakdown.
- (c) in respect of the Public and Products Liability Section,
 - (i) physical loss of or damage to tangible property, including the resulting loss of use of the property; or
 - (ii) nuisance, trespass or interference with any easement or right of air, light, water or way.
- (d) in respect of the Cyber Business Costs Covers in the Technology Professional Indemnity and Cyber Section, physical loss of, destruction of, corruption of, or damage to tangible property.
- (e) in respect of the Technology Professional Indemnity and Cyber Section, other than the Cyber Business Costs Covers, physical loss of, destruction of, or damage to tangible property or Documents.
- (f) in respect of the Products Recall Section, physical loss of, destruction of or damage to tangible property, including attendant loss of use of such property.

42. Data

Means facts, concepts or information converted to a form useable in the Named Insured's computer operations owned, leased or rented by the Named Insured or for which the Named Insured is legally responsible.

43. Data Protection Violation

Means the contravention of the GDPR in the course of the Business.

Provided that:

- (a) reasonable care to comply with the requirements of the GDPR has been taken, and
- (b) the Company will not indemnify the Insured for:
 - (i) the cost of replacing, reinstating, rectifying, erasing, blocking or destroying any data, or
 - (ii) liability caused by or arising from a deliberate or intentional act by or omission of the Insured the effect of which will knowingly result in liability under the GDPR.

44. Deductible

Means:

- (a) the amount for which the Named Insured is responsible, the application of which is further defined in General Exclusion – Deductible; or
- (b) in respect of the Technology Professional Indemnity and Cyber Section, the first amount of each Claim or First Party Loss for which the Insured is responsible as shown as in the Section Schedule.

45. Defect

Means any existing impairment, contamination or mislabelling of the Product resulting from or caused by an accidental error or fault in the design, performance, specification, manufacture, blending, mixing, compounding, packaging or labelling (including instructions for use).

46. Defective

Means containing a Defect.

47. Defence Costs

(a) Means reasonable fees and costs incurred by the Company, or the Insured with the Company's prior written consent, in the:

- (i) investigation;
- (ii) defence;
- (iii) settlement; or
- (iv) appeal,

of a Claim.

(b) Does not include wages, benefits, or overhead of the Company or of the Insured.

48. Defined Peril

Means fire, lightning, explosion, aircraft or other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons, earthquake, storm, flood, escape of water from any tank apparatus or pipe, or impact by any road vehicle or animal.

49. Disappearance

Means the mysterious disappearance of any:

- (a) Covered Person; or
- (b) Immediate Family Member;

from anywhere within the Geographical Limits for a time period exceeding the Excess Period.

50. Discovered and Discovery

Means:

- (a) In respect of the Technology Professional Indemnity and Cyber Section, when an Executive Officer first becomes aware of facts that would cause a reasonable person to assume that a First Party Loss has been or will be incurred, regardless of when the act or acts causing or contributing to such First Party Loss occurred, even though the exact amount or details of such First Party Loss may not then be known.
- (b) In respect of the Criminal Protection Response Section, when the Named Insured or any director, partner or officer of the Named Insured first becomes aware of facts that would cause a reasonable person to assume that a loss of a type covered by this Section has been or will be incurred, even though the exact details of that loss may not then be known.

51. Dishonest Or Fraudulent Act

Means any dishonest or fraudulent act or omission that:

- (a) was made without the consent or connivance of any Executive Officer; and
- (b) no other Insured has reasonable cause for suspicion of the dishonest or fraudulent act or omission committed by an Employee.

52. Documents

Means all:

- (a) documents of others (excluding bearer bonds coupons bank or currency notes or other negotiable instruments); or
- (b) records of others stored electronically.

53. Employee

(a) means:

- (i) any person under a contract of service or apprenticeship with the Named Insured;
- (ii) any labour only subcontractor, labour master or any person supplied by that subcontractor or master;
- (iii) any self-employed person providing labour only;
- (iv) any person hired to or borrowed by the Named Insured;
- (v) any person under work experience or any similar scheme; or
- (vi) any volunteer worker acting under the authority of the Named Insured;

whilst working directly for the Named Insured in connection with the Business;

- (b) in respect of the Product Recall Section, means any person under a permanent contract of service or apprenticeship with the Named Insured, or agency staff or contractors hired before the Insured Incident by the Named Insured; or
- (c) in respect of the Property Damage Optional Extension Money and Personal Accident, means a person employed under a contract of service or apprenticeship with the Named Insured.

54. Estimated Research and Development Expenses

Means the amount declared by the Named Insured to the Company as the anticipated expenditure to support planned Research Project Activities during the Period of Insurance adjusted as may be necessary to provide for trends and variations during the Maximum Indemnity Period shown in the schedule.

55. Event

Means an occurrence, or a series of occurrences consequent on or attributable to one source or original cause, giving rise to indemnity under this Policy.

56. Excess Period

Means the minimum number of consecutive hours, as stated in the Section Schedule, from the last confirmed contact with the Covered Person or Immediate Family Member.

57. Executive Officer

Means a natural person while acting as the Named Insured's:

- (a) chief executive officer;
- (b) chief financial officer;
- (c) chief information security officer;
- (d) risk manager;
- (e) in-house general counsel; or

the functional equivalent of (a) – (e) above.

58. Express Kidnap

Means the actual illegal, confinement or detention under duress of any:

- (a) Covered Person; or
- (b) Immediate Family Member;

anywhere within the Geographical Limits, for a period in excess of sixty consecutive minutes but less than six consecutive hours, by any person who intimidates or threatens to kill, injure or use lethal or dangerous weapons against the Covered Person or Immediate Family Member, and who then demands Ransom Monies as a condition of the release of the Covered Person or Immediate Family Member.

59. First Party Covers

Means the:

- (a) Breach Response Covers;
- (b) Cyber Crime Covers; and
- (c) Business Loss Covers.

60. First Party Event

(a) Means:

- (i) Computer Fraud;
- (ii) Cyber Extortion Threat;
- (iii) Funds Transfer Fraud;
- (iv) IT Provider Breach;
- (v) Outsource Provider Breach;
- (vi) Privacy Breach;
- (vii) Security Breach;
- (viii) Social Engineering Fraud;
- (ix) System Failure;
- (x) Telecom Fraud; or
- (xi) A Technology Errors And Omissions Act that causes public relations costs.

(b) First Party Events that have a common:

- (i) nexus;
- (ii) set of facts;
- (iii) circumstance;
- (iv) situation;
- (v) event; or
- (vi) decision,

are deemed a single First Party Event.

61. First Party Loss

(a) Means:

- (i) privacy breach notification costs;
- (ii) computer and legal expert costs;
- (iii) betterment costs;
- (iv) cyber extortion costs;
- (v) data restoration costs;
- (vi) public relations costs;
- (vii) computer fraud costs;
- (viii) funds transfer fraud costs;
- (ix) social engineering fraud costs;
- (x) telecom fraud costs;
- (xi) costs to repair or replace a damaged Computer System;
- (xii) business interruption loss;
- (xiii) costs to correct an incompatibility of the Computer System
- (xiv) rewards expenses;

- (xv) Money;
- (xvi) Other Property; or
- (xvii) Securities.

(b) Does not include amounts:

- (i) to establish First Party Loss; or
- (ii) to prepare the Named Insured's proof of loss statement.

62. Financial Interest

Means an insurable interest in an insured because of:

- (a) sole ownership of, or a majority ownership interest in such entity;
- (b) indemnification of, or an obligation to indemnify the entity for loss sustained by the entity; or
- (c) an election or obligation to obtain insurance for such entity.

63. Financial Loss

Means financial loss unaccompanied by either Injury or Damage.

64. Fixed Media

Means Media integral to Computer and Telecommunication Equipment.

65. Foreign Jurisdiction

Means a country or jurisdiction in which the Insurer is not licensed or otherwise authorised to provide this insurance.

66. Funds Transfer Fraud

(a) Means a fraudulent instruction that:

- (i) is electronically sent to a financial institution that is not an Insured, at which the Named Insured maintains an account;
- (ii) directs the transfer, payment, or delivery of Money or Securities from the Named Insured's account;
- (iii) is purportedly sent by the Named Insured;
- (iv) is sent by someone, other than an Insured; and
- (v) is sent without the Named Insured's knowledge or consent.

(b) Does not include Social Engineering Fraud.

67. GDPR

Means Regulation EU 2016/679 as it forms part of the law of the Republic of Ireland, and any applicable legislation, act, or regulation adopted to enact the provisions of that Regulation, including any equivalent or subsequent legislation, act or regulation.

68. Geographical Limits

Means the Ireland; United Kingdom; Austria; Belgium; Channel Islands; Croatia; Cyprus; Czech Republic; Denmark; Estonia; Finland; France; Germany; Greece; Hungary; Iceland; Isle of Man; Italy; Latvia; Liechtenstein; Lithuania; Luxembourg; Malta; Netherlands; Norway; Poland; Portugal; Slovakia; Slovenia; Spain; Sweden; United States of America; Canada; Australia; New Zealand or Japan.

69. Glass

Means flat annealed fixed glass, toughened and laminated glass, stained glass, illuminated signs and electric light fittings at the Business Premises.

70. Gross Profit

Means the amount by which the sum 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 any Uninsured Working Expenses.

71. Gross Revenue

Means the money paid or payable to the Named Insured for work done and services rendered in the course of the Business at the Business Premises.

72. Hostage Crisis

Means the illegal holding of a Covered Person on the Business Premises for a period in excess of sixty consecutive minutes.

73. Immediate Family Member

Means the spouse, permanent partner, child, step-child, fostered child or adopted child of any director, partner or officer of the Named Insured:

- (a) in respect of Disappearance or Express Kidnap, whilst accompanying such director, partner or officer who is engaged directly in the business activities of the Named Insured anywhere within the Geographical Limits, or whilst accompanying such director, partner or officer on travel directly relating to the business activities of the Named Insured anywhere within the Geographical Limits; or
- (b) in respect of Threat at any time whilst within the Geographical Limits, but only if such Threat is solely and directly linked to the business activities of the Named Insured and such director, partner or officer.

74. Impacted Parties

Means the persons or entities whose Confidential Information was, or is suspected to have been, stolen or lost, or accessed or disclosed without authorisation.

75. Increase in Cost of Working Time Franchise

Means the number of consecutive hours shown as the Increase in Cost of Working Time Franchise in the Schedule that must elapse after the actual and measurable interruption or suspension of the Business directly attributable to:

- (a) a total or partial interruption of a Computer System;
- (b) an Outsource Provider Breach; or
- (c) an IT Provider Breach.

76. Indemnity Period

Means:

- (a) In respect of the Business Interruption Section, 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 shown in the Schedule.
- (b) In respect of the Technology Professional Indemnity and Cyber Section, the period of time that begins after the applicable Business Interruption Time Franchise, Unspecified Suppliers – Outsource Provider Business Interruption Time Franchise, Unspecified Suppliers – IT Provider Business Interruption Time Franchise or Increase in Cost of Working Time Franchise expires, and ends on the earlier of:

- (i) the expiration of the Business Interruption Maximum Indemnity Period shown in the Schedule; or
- (ii) when the results of the Business cease to be affected by the First Party Event.

77. Indemnity Period – Insured Incident

Means the period beginning when an Insured Incident occurs and ending when the results of the Business cease to be affected by the Insured Incident, but not exceeding three months.

78. Independent Contractor

Means a natural person, other than an Employee, while performing services for the Named Insured under a written agreement.

79. Infringement Of Intellectual Property Rights Act

- (a) Means infringement or violation of any of the following rights or laws:
 - (i) copyright;
 - (ii) patent;
 - (iii) trade secret;
 - (iv) trademark;
 - (v) registered design;
 - (vi) plagiarism;
 - (vii) any act of passing off;
 - (viii) unauthorised use or appropriation of domain name, metatag or uniform resource location;
 - (ix) improper deep-linking or framing;
 - (x) the misappropriation of ideas under an implied contract; or
 - (xi) any other intellectual property right or law.
- (b) Does not include:
 - (i) Claims by Clients of the Insured for the loss of use of software products supplied by the Insured as a result of the actual or alleged infringement of any intellectual property right or law; or
 - (ii) that part of any Claim, judgment, award, payment or settlement in the United States of America, its territories and possessions, Puerto Rico or Canada or in respect of the enforcement of any such Claim, judgment, award, payment or settlement which is attributable to infringement or violation of patent or trade secret.

80. Injury

Means:

- (a) Bodily Injury;
- (b) false arrest, wrongful detention, false imprisonment or malicious prosecution of any person; or
- (c) wrongful entry or eviction or other invasion of the right of private occupancy.

81. Inner Limit of Indemnity

Means the limit of the Company's liability as stated in the Section Schedule in respect of any one Insured Event and in the aggregate in any one Period of Insurance. Each Inner Limit of Indemnity shall be included within and not in addition to the Limit of Indemnity.

82. Insured

Means:

- (a) the Named Insured; and

- (b) in respect of the Employers' Liability Section and Public and Products Liability Section at the request of the Named Insured:
 - (i) any director, partner or Employee of the Named Insured in respect of liability for which the Named Insured would have been entitled to indemnification under this insurance if the claim had been made against the Named Insured;
 - (ii) any officers, committees or members of the catering, sports, social, welfare, health and safety, and educational organisations, and fire, first aid, medical, dental, ambulance and security services owned by the Named Insured in their respective capacities as such;
 - (iii) any officers or trustees of any pension scheme of the Named Insured; and
- (c) the legal personal representative of any party covered hereunder in accordance with paragraph (b) above.
- (d) in respect of the Public And Products Liability Section only, Insured also means any person, firm, body corporate, or entity the Named Insured has entered into a written agreement to include as an insured, but only:
 - (i) if such person, firm, body, corporate, or entity is not entitled to indemnity from any other source or other insurance, or where but for the existence of this provision, indemnity would have been provided by such other source or insurance;
 - (ii) to the extent the Named Insured would be entitled to indemnity under the Public and Products Liability Section if the claim had been made against the Named Insured; and
 - (iii) for Injury or Damage that occurred after the Named Insured has executed the agreement.
- (e) in respect of the Technology Professional Indemnity and Cyber Section, means
 - (i) the Named Insured;
 - (ii) Insured Persons; or
 - (iii) for the Liability Covers only, also includes Additional Insureds.

Provided that the Company's aggregate liability to all persons, firms, bodies corporate, or entities comprising the Named Insured and any other party or parties shall not exceed any of the specified amounts detailed in the Schedules as sums insured or limits of indemnity or the amount of any other limit stated in the Policy.

83. Insured Event

Means Cyber Extortion, Disappearance, Express Kidnap, Hostage Crisis or Threat.

84. Insured Incident

- (a) means:
 - (i) Damage to any item of Property Insured if a maintenance, rental, hire or lease agreement is not in force on such item;
 - (ii) Damage to any Computer and Telecommunication Equipment being the property of the Named Insured or for which the Named Insured is legally responsible where

such Damage is recoverable under a guarantee or a maintenance, rental, hire or lease agreement and there is not in force an insurance covering the interest of the Named Insured in the property for such Damage;

- (iii) the accidental failure or fluctuation of the public supply of electricity at the terminal ends of the public supply authority's service feeders at the Business Premises not occasioned by the deliberate act of any supply authority, nor the exercise by any such authority of its power to withhold or restrict supply other than for the sole purpose of safeguarding life or the authority's property;
- (iv) the accidental failure of the electricity supply in the distribution wiring within the Business Premises not occasioned by any failure as in (b) above;
- (v) the accidental failure of any public telecommunications supply infrastructure (other than any Property Insured) used in connection with the Property not occasioned by:
 - (1) the deliberate act of any telecommunications authority nor the exercise by any such authority of its power to withhold or restrict operation of the system, nor the inability of any such authority to maintain the system due to industrial action by any of its employees; or
 - (2) the use by the Named Insured of machinery and equipment which is not acceptable to the telecommunications authority as properly installed and compatible with the telecommunications system; and
- (vi) the exercise by any public or police authority of its powers for the sole purpose of safeguarding life which prevents the Named Insured gaining access to or using the Computer and Telecommunications Equipment.
- (b) in respect of the Product Recall Section, a Recall that is necessary because the Named Insured, or any authorised government entity or agency duly authorised to perform such government functions, has determined that the Affected Products will cause or have caused Bodily Injury or Damage as a result of a Defect.

85. Insured Person

Means:

- (a) Employees;
- (b) natural persons while:
 - (i) officers;
 - (ii) partners;
 - (iii) the sole proprietor;
 - (iv) in-house general counsel; or
 - (v) members of a board of directors, trustees, or governors,
 of the Named Insured; or
- (c) for the Liability Covers only, also includes Independent Contractors; or

- (d) in respect of the Property Damage Section Optional Extension Money and Personal Accident,
 - (i) the Named Insured or any director, partner or Employee of the Named Insured; or
 - (ii) any person to whom the Named Insured has entrusted money, other than an employee of a professional security company or organisation.

86. Insurer

Means the insurer entity as may be described in the Schedule including Insurer and Company.

87. In Transit

Means whilst in the course of a journey by any means, including whilst in the process of:

- (a) loading and unloading; or
- (b) being temporarily housed during transit for a period of no more than 30 days (excluding whilst in storage at rental or under contract for storage packing or distribution);

and;

- (i) in respect of the Property Damage Section concluding when the Property has either been placed at the Premises or receipt acknowledged by a consignee; or
- (ii) in respect of the Business Interruption Section concluding when the property has either been placed at the Premises or receipt acknowledged by a consignee.

88. Items Insured

Means those risks described under the clause headed Items Insured and identified on the Section Schedule as insured.

89. IT Provider

Means an entity while under a written agreement with the Named Insured to provide it with:

- (a) hosted computer application services;
- (b) cloud services or computing;
- (c) electronic data hosting, back-up, storage, and processing;
- (d) co-location services;
- (e) platform-as-a-service; or
- (f) software-as-a-service.

90. IT Provider Security Breach

Means:

- (a) unauthorised access to;
- (b) use of authorised access to cause intentional harm to;
- (c) a denial-of-service attack against; or
- (d) the introduction of a Virus into,

an IT Provider's computer system, resulting in a total or partial interruption of the IT Provider's computer system.

91. Liquidated Damages

Means an amount awarded pursuant to a written contract that represents the amount of damages caused by a breach of the contract, provided that at the time the contract was agreed to, such damages represented a fair

and accurate assessment of the damages likely to be caused by such breach.

92. Loss

(a) Means:

- (i) Defence Costs;
- (ii) damages, judgments, settlements, or prejudgment or post judgment interest, that an Insured is legally obligated to pay as a result of a Claim, including:
 - 1) claimant's costs and expenses;
 - 2) court awarded legal fees; and
 - 3) Liquidated Damages;
- (iii) for the Privacy and Security Cover, Payment Card Contract Penalties;
- (iv) for the Regulatory Proceedings Cover, Consumer Redress Funds; or
- (v) for First Party Covers, First Party Loss.

(b) In respect of the Damage to Documents Cover only, includes all costs and expenses reasonably incurred in replacing or restoring such Documents.

(c) Loss, other than Defence Costs, does not include:

- (i) civil or criminal fines, penalties, sanctions or taxes, or punitive or exemplary damages unless covered:
 - 1) as Payment Card Contract Penalties; or
 - 2) as privacy breach notification costs;
 - 3) under Additional Cover Fines, Penalties, Punitive and Exemplary Damages;
- (ii) amounts uninsurable under applicable law;
- (iii) restitution, return, or disgorgement of any profits; or
- (iv) the cost of complying with injunctive or nonmonetary relief.

93. Loss of Limb

Means loss by physical severance at or above the wrist or ankle or the total and permanent loss of use of an entire hand, arm, foot or leg.

94. Loss of Ransom Monies In Transit

Means the loss in transit of Ransom Monies by confiscation, destruction, disappearance, seizure by a government authority, damage, wrongful appropriation or theft, while the Ransom Monies are being conveyed physically to any person who has demanded the Ransom Monies, by a person authorised to do so by the Named Insured.

95. Machinery

(a) Means:

- (i) mechanical and electrical machinery and plant;
- (ii) boilers and pressure vessels;
- (iii) electronic equipment used solely or in part for the control or monitoring of any manufacturing, repair, handling, alteration or treatment process;

(b) Does not include:

- (i) chimneys masonry brickwork structure foundation cabinet or compartment supporting or containing the Machinery;
- (ii) any item or any part of equipment manufactured, sold, supplied, processed, stored, or serviced by the Named Insured;
- (iii) insulating or refractory material;
- (iv) sewers, pressure vessels and any piping that are buried below ground and require the excavation of materials to inspect remove repair or service;
- (v) any vehicle other than purpose built lifting and handling machinery;
- (vi) any aircraft, self propelled equipment, or floating vessel, or any Machinery mounted on or used solely with any aircraft, self propelled equipment, or floating vessel;
- (vii) Computer or Telecommunication System;
- (viii) Media;
- (ix) equipment used or designed for domestic use;
- (x) felt, wire, screen, mould, form, pattern, die, extrusion plate, swing hammer, grinding disc, cutting blade, non electrical cable, chain, belt, rope, clutch plate, brake pad, non-metal part, or any part or tool subject to periodic replacement; or
- (xi) any Machinery not owned by or leased to the Named Insured.

96. Machinery Plant and All Other Contents

- (a) Includes:
 - (i) fixtures and fittings other than landlord's fixtures and fittings;
 - (ii) tenants' improvements, alterations and decorations;
 - (iii) Services, but not where insured under Buildings (or where the designation under which such Property appears in the Named Insured's books would require such Property to be insured under Buildings);
 - (iv) office equipment;
 - (v) deeds, plans, designs, documents, manuscripts, business books and records, other than Programmes, Data, or Research and Development Property, but only for their value as materials together with the cost of clerical labour expended in reproducing them and not for the value to the Named Insured of the information contained therein;
 - (vi) patterns, models, moulds and Prototypes, including Research and Development Property, up to their value as materials together with the cost of labour expended in reinstating them in so far as they are not otherwise insured; and
 - (vii) directors', partners', Employees' and visitors' pedal cycles, tools, instruments and other personal effects up to a limit of €1,000 per person in so far as they are not otherwise insured;

- (b) Does not include Stock or Computer and Telecommunication Equipment or Portable Electronic Equipment or other Property Insured specified in the Schedule.

97. Maximum Indemnity Period

Means, in respect of the Criminal Protection Response Section, the maximum number of consecutive days as shown in the Schedule for which the Company will pay for investigation services by the Response Consultants relating to a Disappearance.

The Maximum Indemnity Period begins when the Excess Period shown in the Section Schedule ends.

98. Media

Means any material on which Data or Programmes are recorded.

99. Media Act

Means, in Covered Material:

- (a) a violation of an individual's right of privacy or publicity;
- (b) defamation, libel, slander, trade libel, or other tort related to disparagement or harm to the reputation or character of any person or entity; or
- (c) unfair competition, when alleged in connection with (a) or (b).

100. Merchant Service Agreement

Means a contract between the Named Insured and an acquiring bank, or other acquiring institution, that establishes the terms and conditions for accepting and processing payment card transactions.

101. Money

- (a) Means current coin, bank and currency notes, postal and money orders, bankers drafts, cheques, giro drafts and payment orders, travellers cheques, crossed warrants, bills of exchange, current postage revenue and national insurance stamps, stamped national insurance cards, national savings certificates, war bonds, premium savings bonds, prize bonds, franking machine impressions, debit and credit and charge card sales vouchers, luncheon vouchers, trading stamps, VAT input documents, travel tickets, travel warrants, authenticated travel certificates, telephone paycards and consumer redemption vouchers; and
- (b) In respect of the Property Damage Section, includes securities for money.
- (c) In respect of the Technology Professional Indemnity and Cyber Section, means:
 - (i) currency, coins, or bank notes in circulation;
 - (ii) bullion;
 - (iii) Virtual Currency;
 - (iv) traveller's cheques;
 - (v) certified or cashier's cheques; or
 - (vi) money orders.

Does not include Securities.

102. Motor Vehicle

Motor Vehicle means any Vehicle as described in the Schedule.

103. Named Insured

Means persons, firms, bodies corporate or entities as specified in the Master Schedule or in any subsequent

Endorsement, Schedule or Renewal Schedule, or their legal personal representative.

104. Notification

Means written notice to Impacted Parties about a:

- (a) Privacy Breach; or
- (b) Security Breach that does not result in total or partial interruption of a Computer System.

Multiple Notifications about the same Privacy Breach or Security Breach are deemed one Notification.

105. Offshore Work

Means visits or work undertaken by an Employee from the time the Employee embarks into a conveyance, whether airborne or waterborne, for transport to an offshore installation or associated structure, until such time as the Employee disembarks from the conveyance onto land upon his return from such offshore installation or associated structure.

106. Other Property

Means tangible property, other than Money or Securities that has intrinsic value.

107. Outsource Provider

Means a provider, other than an IT Provider, that:

- (a) provides goods to, or performs services for, the Insured under a written contract; and
- (b) the Insured does not own, operate, or control.

108. Outsource Provider Security Breach

Means:

- (a) unauthorised access to;
- (b) use of authorised access to cause intentional harm to;
- (c) a denial-of-service attack against; or
- (d) the introduction of a Virus into,

an Outsource Provider's computer system, resulting in a total or partial interruption of the Outsource Provider's computer system.

109. Payment Card Contract Penalties

Means fines, penalties, or assessments imposed under a Merchant Service Agreement against a Named Insured for noncompliance with Payment Card Security Standards.

110. Payment Card Security Standards

Means the Payment Card Industry Data Security Standard (PCI-DSS), or similar standard, to which the Named Insured has agreed in a Merchant Service Agreement.

111. Payment for Court Attendance Costs

Means up to the following amount per day that any undermentioned person is required by the Company or its representative to attend a court tribunal or other forum as a witness in connection with a Claim in respect of which the Insured is entitled to indemnity under this Section:

- (a) any principal, partner or director of the Named Insured €500
- (b) any other Employee €200

Any payments under this Additional Cover will be within the applicable Limit of Indemnity.

112. Period of Insurance

Means the period stated in the Master Schedule or in any subsequent Endorsement, Schedule or Renewal Schedule.

113. Plant

Means as described in the Schedule, situate at the Premises identified by the Premises Code shown against the item of Property Insured and detailed in the List of Premises and Other Locations Schedule.

114. Policy

Means this policy document comprising its general definitions, conditions and exclusions and the Sections stated as operative in the Master Schedule, any subsequent Endorsement, Schedule or Renewal Schedule and any endorsement applicable thereto.

115. Portable Electronic Equipment

Means mobile telephones, laptop computers, pagers, mobile hand held global positioning systems, tablets and other hand held electronic equipment.

116. Portfolio Company

Means any firm, body corporate or entity (other than any Named Insured):

- (a) in which the Named Insured has at any time had a debt or equity interest;
- (b) in which the Named Insured has at any time had a management or board position; or
- (c) to which the Named Insured has at any time agreed to provide a financial guarantee.

117. Premises

Means those premises at the addresses described in the List Of Premises And Other Locations Schedule attaching to the Master Schedule forming part of this Policy and identified by the Premises Code shown against it.

118. Privacy and Security Act

Means:

- (a) the failure to prevent a Privacy Breach;
- (b) the failure to destroy Confidential Information;
- (c) a violation of law, when alleged in connection with (a) or (b);
- (d) the failure to provide Notification required by law;
- (e) the failure to comply with a Privacy Policy;
- (f) the unauthorised, unlawful, or wrongful collection of Confidential Information; or
- (g) the failure to prevent a Security Breach.

119. Privacy Breach

Means the loss or theft of, or unauthorised access to or disclosure of, Confidential Information.

120. Privacy Policy

Means the Named Insured's publicly available written policies or procedures regarding Confidential Information.

121. Product

Means:

- (a) anything tangible (including containers, packaging, or labels) manufactured, sold, supplied, hired out, repaired, serviced, altered, upgraded, installed, erected, processed, tested, treated, stored, or transported by or on behalf of the Named Insured in

connection with the Business after it has ceased to be in the custody or control of the Named Insured.

- (b) in respect of the Technology Professional Indemnity and Cyber Section, anything tangible (including containers packaging or labels) manufactured, sold, supplied, hired out, repaired, serviced, altered, upgraded, installed, erected, processed, tested, treated, stored or transported by or on behalf of the Named Insured in connection with the Business, but does not include the provision of Advice or Services.

122. Products

Means any product, including components, manufactured, sold, supplied, distributed, hired out, repaired, serviced, altered, installed, erected, processed, tested, treated, stored, packed or transported by the Named Insured and which has been declared to the Company.

123. Programme

Means a sequence of instructions given to a computer that is either purchased or written on a custom basis owned, leased or rented by the Named Insured or for which the Named Insured is legally responsible.

124. Property

Means:

- (a) in respect of the Criminal Protection Response Section, any property owned or leased by the Named Insured or any Covered Person or any Immediate Family Member, or for which the Named Insured or any Covered Person or any Immediate Family Member is legally liable; or
- (b) in respect of the Property Damage Section Optional Extension Goods in Transit, Stock and tools used in connection with the Business belonging to or the responsibility of the Named Insured.

125. Property and Property Insured

Means:

- (a) in respect of the Property Damage Section, as described in the Schedule and Specification forming part of this Property Damage Section;
- (b) in respect of the Computer And Machinery Breakdown Section, Computer and Telecommunications Equipment being the property of the Named Insured or for which the Named Insured is legally responsible and insured under the Property Damage Section whilst at the Business Premises as identified by the respective Premises Code shown against the applicable item of Property Insured in the Property Damage Specification and detailed in the List of Premises and Other Locations Schedule; or
- (c) in respect of the Property Damage Optional Extension Deterioration of Stock, as described in the Schedule, being the property of the Named Insured or for which they are legally responsible.

126. Proposal

Means all information provided and all statements or declarations made to the Company by or on behalf of the Named Insured.

127. Prototype

Means an original model on which it is proposed a new product or software will be based or formed which is intended to be subsequently made available to customers by the Named Insured.

128. Ransom

(a) Means:

- (i) Money;
- (ii) Securities; or
- (iii) the fair market value of property or services.

(b) Will be valued as of the date paid or surrendered.

129. Ransom Monies

(a) Means cash, or any monetary instrument issued by a central bank or a public authority, paid or to be paid by or on behalf of the Named Insured or a Covered Person, at the direction and demand of any person committing a Cyber Extortion or Express Kidnap.

(b) Does not include Virtual Currency.

130. Rate of Gross Profit

Means:

- (a) the rate of Gross Profit earned on the Turnover during the financial year immediately before the date of the Damage, to which such adjustment shall be made as may be necessary to provide for the trend of the Business and for variations in or other special circumstances affecting the Business either before or after the Damage or which would have affected the Business had the Damage not occurred, so that the figure thus adjusted shall represent as nearly as may be reasonably practicable the results which, but for the Damage, would have been obtained during the relative period after the Damage.
- (b) in respect of the Technology Professional Indemnity and Cyber Section, the rate of Gross Profit earned on the Turnover during the financial year immediately before the date of the Loss, to which such adjustment shall be made as may be necessary to provide for the trend of the Business and for variations in or other special circumstances affecting the Business either before or after the Loss or which would have affected the Business had the Loss not occurred, so that the figure thus adjusted shall represent as nearly as may be reasonably practicable the results which, but for the Loss, would have been obtained during the relative period after the Loss.

131. Recall or Recalling

Means:

- (a) withdrawal of the Affected Products from sale; or
- (b) notification to users or persons in the chain of distribution of the Affected Products of:
 - (i) warnings or instructions designed to avoid Bodily Injury or Damage; or
 - (ii) the need for replacement, repair, modification or alteration of the Affected Products to avoid Bodily Injury or Damage.

132. Recall Expenses

Means the reasonable and necessary costs (after deductions for all recoveries and salvages due to the Named Insured) incurred with the Company's consent by the Named Insured:

(a) for:

- (i) media announcements, correspondence or other communications.

- (ii) the transportation of the Affected Products from any purchaser, distributor or user to the place or places designated by the Named Insured.
- (iii) the cost of hire of additional persons, other than Employees of the Named Insured.
- (iv) remuneration paid to Employees of the Named Insured for overtime.
- (v) expenses incurred by the Named Insured's Employees and hired staff for transportation and accommodation.
- (vi) the cost of additional warehouse or storage space.
- (vii) the extra costs incurred to properly dispose of any recalled Affected Products or packaging materials that cannot be reused.

Exclusively to Recall the Affected Products, or

- (b) for public relations services recommended and provided by an Approved Provider to mitigate or prevent negative publicity from a Recall.

133. Regulatory Proceeding

Means an administrative or regulatory proceeding, or a civil investigative demand, brought by a domestic or foreign governmental entity.

134. Rehabilitation Expenses

Means any expense incurred by the Service Provider in the provision of rehabilitation services with the written consent of the Company.

135. Reinstatement of Data

Means:

- (a) the reinstatement of Data following accidental loss, distortion, corruption or erasure of such Data; or
- (b) in respect of the Computer And Machinery Breakdown Section, the reinstatement of Data following accidental loss, distortion, corruption or erasure of such Data as a result of Damage insured by this Computer And Machinery Breakdown Section.

136. Reinstatement of Programmes

Means:

- (a) the reinstatement of any Programme following accidental loss, distortion, corruption or erasure of such Programme; or
- (b) in respect of the Computer And Machinery Breakdown Section, the reinstatement of any Programme following accidental loss, distortion, corruption or erasure of such Programme as a result of Damage insured by this Computer And Machinery Breakdown Section.

137. Renewal Date

Means the first day immediately subsequent to the expiry of the Period of Insurance.

138. Rent

Means periodic payments made to the Named Insured or by the Named Insured for the lease of Buildings.

139. Rent Receivable

Means the money paid or payable to the Named Insured for accommodation and services provided in respect of the letting of the Business Premises shown in the Schedule, including any additional rent which would have been

received as a result of an increase in rent following a rent review.

140. Reputation Harm Indemnity Period

Means the period beginning on the date of the first Adverse Media Report or Notification and ending when the results of the Business cease to be affected by the Adverse Media Report or Notification, but not exceeding the Reputation Harm Maximum Indemnity Period shown in the Schedule.

141. Research and Development Operations

Means the Named Insured's business activities at the Business Premises which are directly related to or directly support the development of new products, software or services or the enhancement of existing products, software or services.

142. Research and Development Property

- (a) Means plans, designs, documents, records, patterns, moulds and Prototypes directly associated with Research and Development Operations.

- (b) Does not include, Programmes or Data.

143. Research Project Activities

Means the Named Insured's business activities at the Business Premises which are directly related to or directly support the development of the Named Insured's new products, software or services or the enhancement of the Named Insured's existing products, software or services.

144. Response Consultants

Means the company or firm named or specified as such in the Section Schedule.

145. Response Expense

Means the fees incurred by the Response Consultants in the assessment of a Threat, provided the fees are incurred within thirty consecutive days from the date the Threat is first reported to the Response Consultant.

146. Retroactive Date

Means the applicable Retroactive Date stated in the Section Schedule.

147. Sanitary Ware

Means wash basins, lavatory pans or other sanitary fittings at the Business Premises.

148. Schedule

Means the schedule to the Policy.

149. Securities

Means written agreements representing Money or property, other than Virtual Currency

150. Security Breach

Means:

- (a) the unauthorised access to;
- (b) the use of authorised access to cause intentional harm to;
- (c) a denial-of-service attack against; or
- (d) the introduction of a Virus into; a Computer System.

151. Service Provider

Means the provider of rehabilitation services agreed by the Company.

152. Services

Means:

- (a) above ground and underground telephone, gas, water and electric installations, fixed oil and diesel fuel tanks, fixed liquefied petroleum gas tanks, septic tanks, cess pits, drains, sewers, piping, ducting, cables, wires, fibre optic or integrated services digital network lines, and associated control gear and accessories on the Business Premises and extending to the public mains, but only to the extent of the Named Insured's responsibility; or
- (b) in respect of the Technology Professional Indemnity and Cyber Section, the provision to a Client in the course of the Business of any service relating to:
 - (i) computers and computer systems;
 - (ii) data processing;
 - (iii) the engineering, development, supply, distribution, integration or maintenance of software, firmware or hardware;
 - (iv) remote electronic repair;
 - (v) computer networking;
 - (vi) data protection or security thereof;
 - (vii) telecommunications, robotics, electronics, internet or other on-line services;
 - (viii) the writing of software and firmware programmes; or
 - (ix) any other service which has been disclosed to and agreed by the Company;
 but does not include the provision of Advice or Products.

153. Social Engineering Fraud

Means intentionally misleading an Employee, by providing an instruction that:

- (a) is not made by an Insured;
 - (b) is purportedly from a Vendor, Client, or Employee;
 - (c) directs the Employee to transfer, pay, or deliver Money or Securities;
 - (d) contains a misrepresentation of material fact; and
- is relied upon by the Employee, believing the material fact to be true.

154. Standard Rent Receivable

Means the Rent Receivable during that period in the twelve months immediately before the date of the Damage which corresponds with the Indemnity Period (adjusted where the Indemnity Period exceeds twelve months), to which such adjustment shall be made as may be necessary to provide for the trend of the Business and for variations in or other special circumstances affecting the Business either before or after the Damage or which would have affected the Business had the Damage not occurred, so that the figure thus adjusted shall represent as nearly as may be reasonably practicable the results which, but for the Damage, would have been obtained during the relative period after the Damage.

155. Standard Revenue

Means:

- (a) the Gross Revenue during the period in the twelve months immediately before the date of the Damage which corresponds with the Indemnity Period (proportionately increased where the Indemnity Period exceeds twelve months), to which such adjustment shall be made as may be necessary to provide for the trend of the Business and for variations in or other special circumstances affecting the Business either before or after the Damage or which would have affected the Business had the Damage not occurred, so that the figure thus adjusted shall represent as nearly as may be reasonably practicable the results which, but for the Damage, would have been obtained during the relative period after the Damage.
- (b) in respect of the Technology Professional Indemnity and Cyber Section, the Gross Revenue during the period in the twelve months immediately before the date of the Loss which corresponds with the Indemnity Period (proportionately increased where the Indemnity Period exceeds twelve months), to which such adjustment shall be made as may be necessary to provide for the trend of the Business and for variations in or other special circumstances affecting the Business either before or after the Loss or which would have affected the Business had the Loss not occurred, so that the figure thus adjusted shall represent as nearly as may be reasonably practicable the results which, but for the Loss, would have been obtained during the relative period after the Loss.

156. Standard Turnover

Means:

- (a) the Turnover during the period in the twelve months immediately before the date of the Damage which corresponds with the Indemnity Period (proportionately increased where the Indemnity Period exceeds twelve months), to which such adjustment shall be made as may be necessary to provide for the trend of the Business and for variations in or other special circumstances affecting the Business either before or after the Damage or which would have affected the Business had the Damage not occurred, so that the figure thus adjusted shall represent as nearly as may be reasonably practicable the results which, but for the Damage, would have been obtained during the relative period after the Damage.
- (b) in respect of the Technology Professional Indemnity and Cyber Section, the Turnover during the period in the twelve months immediately before the date of the Loss which corresponds with the Indemnity Period (proportionately increased where the Indemnity Period exceeds twelve months), to which such adjustment shall be made as may be necessary to provide for the trend of the Business and for variations in or other special circumstances affecting the Business either before or after the Loss or which would have affected the Business had the Loss not occurred, so that the figure thus adjusted shall represent as nearly as may be reasonably practicable the results which, but for the Loss, would have been obtained during the relative period after the Loss.

157. Stock

Means stock, merchandise, goods held in trust, materials of trade, work in progress and finished goods which the

Named Insured owns or for which the Named Insured is responsible.

158. Subsidiary

Means any organisation domiciled in the Territorial Limits in which the Named Insured directly or indirectly:

- (a) holds more than fifty percent (50%) of the issued share capital;
- (b) holds a majority of the voting rights (representing the right to vote for the election of or appoint the board of directors, board of trustees or board of managers, or to exercise a majority control of the board of directors, board of trustees or board of managers); or
- (c) has the right to appoint or remove a majority of the board of directors.

159. System Failure

Means an accidental, unintentional, and unplanned total or partial interruption of a Computer System, not caused by:

- (a) a Security Breach; or
- (b) a total or partial interruption of a third party computer system or network.

160. Tax Relief

Tax Relief means the statutory relief from or reduction in the standard rate of Corporation Tax to which the Named Insured is entitled in the course of the Business at the Premises.

161. Tax Relief Insurable Amount

Tax Relief Insurable Amount means the average amount (or a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds twelve months) of the Tax Relief to which the Named Insured would, but for the Damage, have been entitled in the financial years into which the twelve months immediately following the date of the Damage fall.

162. Technology Errors and Omissions Act

Means an act, error or omission, including breach of verbal or written contract, committed in the provision of Advice, Products or Services.

163. Telecom Fraud

Means the unauthorised access to, or use of, the Named Insured's telecommunications system by a person or entity other than an Insured Person.

164. Territorial Limits

Means the Republic of Ireland, Great Britain, Northern Ireland, the Isle of Man or Channel Islands.

165. Threat

Means an illegal threat or threats or any attempt thereat made by a person or a group of persons, without an accompanying demand for Ransom Monies, to:

- (a) kill, inflict bodily harm on, or wrongfully abduct or detain any Covered Person or Immediate Family Member; or
- (b) physically damage, destroy or contaminate Property;

provided that:

- (i) the Covered Person, Immediate Family Member or Property is located within the Geographical Limits; and

- (ii) such threat or threats or any attempt thereat is made specifically against the Covered Person, Immediate Family Member or Property.

166. Third Party

Means a person, firm or company other than the Insured.

167. Time Franchise Period

Means:

- (a) in respect of Part A – Computer Breakdown Umbrella Cover – Damage to Property Insured, the period beginning when the Damage covered under that Part A occurs and ending after the period shown as a Time Franchise in the Schedule; or
- (b) in respect of Part B – Machinery Breakdown – Umbrella Cover the period beginning when the Damage covered under that Part B occurs and ending after the period shown as a Time Franchise in the Schedule.

168. Turnover

Means the money paid or payable to the Named Insured for goods sold and delivered and for services rendered in the course of the Business at the Business Premises.

169. Unfixed Media

Means Media (other than Fixed Media and paper records of any description) owned by, or leased, hired or rented to the Named Insured.

170. Uninsured Working Expenses

Means packing, carriage and freight, bad debts, purchases less discounts and discounts allowed.

The words and expressions used in this definition shall have the meanings usually attached to them in the books and accounts of the Named Insured.

171. Unpaid Fees or Other Remuneration

Means unpaid fees or other remuneration owed to the Named Insured by a Client, where the Client:

- (a) refuses to pay the Insured for Advice, Products or Services;
- (b) expresses dissatisfaction with such Advice, Products or Services and provides reasonable evidence to support such dissatisfaction; and
- (c) threatens to bring a Claim against an Insured if the Insured pursues the Insured's claim;

Provided that:

- (i) the Company is given the option to pay such unpaid fees or other remuneration before the Insured's claim is pursued;
- (ii) the Company believes that payment of such amounts will avoid a Claim for a greater amount in respect of which the Insured would be entitled to indemnity;
- (iii) if a Claim arises after the payment of such amounts, the amounts paid under this Additional Cover will reduce the applicable Limit of Indemnity available for such Claim; and
- (iv) the Company is notified of (a)-(c) above as if they are a Circumstance and notified to the Company in accordance with Claims Conditions.

172. Unspecified Suppliers – IT Provider Business Interruption Time Franchise

Means the number of consecutive hours shown as the Unspecified Suppliers – IT Provider Business Interruption Time Franchise shown in the Schedule that must elapse after the actual and measurable interruption or suspension of the Business directly attributable to an IT Provider Breach.

Provided this does not apply to Increase in Cost of Working under:

- (a) Gross Profit Flexible Limit of Loss;
- (b) Gross Revenue Flexible Limit of Loss; or
- (c) Continuing Expenses and Research and Development ICOW;

basis of settlement.

173. Unspecified Suppliers – Outsource Provider Business Interruption Time Franchise

Means the number of consecutive hours shown as the Unspecified Suppliers – Outsource Provider Business Interruption Time Franchise shown in the Schedule that must elapse after the actual and measurable interruption or suspension of the Business directly attributable to Outsource Provider Breach.

Provided this does not apply to Increase in Cost of Working under:

- (a) Gross Profit Flexible Limit of Loss;
- (b) Gross Revenue Flexible Limit of Loss; or
- (c) Continuing Expenses and Research and Development ICOW;

basis of settlement.

174. Vehicle

Vehicle means any mechanically propelled vehicle.

175. Vendor

Means a person or entity that provides goods or services to the Named Insured under an agreement.

176. Virtual Currency

(a) Means a publicly available digital or electronic medium of exchange used and accepted as a means of payment.

(b) Does not include:

- (i) coupons;
- (ii) discounts;
- (iii) gift cards;
- (iv) rebates;
- (v) reward points; or
- (vi) similar mediums of exchange.

177. Virus

Means malicious code that could destroy, or change the integrity or performance of, electronic data, software, or operating systems.

178. Working Hours

(a) Means the whole period during which the vehicle is being used by its driver in connection with the Business, including travel to and from the place of work and any break in such journey.

(b) Does not include when the vehicle is parked for any overnight rest period.

179. Wrongful Act

(a) Means any:

- (i) Technology Errors And Omissions Act;
- (ii) Data Protection Violation;
- (iii) Damage to Documents;
- (iv) Dishonest or Fraudulent Act;
- (v) Infringement or violation of intellectual property right or law;
- (vi) Media Act; or
- (vii) Privacy And Security Act.

(b) All Wrongful Acts that share a common:

- (i) nexus;
- (ii) set of facts;
- (iii) circumstance;
- (iv) situation;
- (v) event; or
- (vi) decision,

are deemed a single Wrongful Act committed at the time the first such Wrongful Act was committed.

General Conditions

1. Misrepresentation and Fraud

This insurance shall be voidable:

- (a) if the Insured has concealed, misrepresented or failed to declare any fact or circumstance material to the insurance or its subject matter; or
- (b) if the Insured or anyone acting on the Insured's behalf has committed fraud, attempted fraud or sworn falsely concerning this insurance or its subject matter;

whether before or after loss.

With respect to any misrepresentation or non-disclosure by any Insured, the Company waives its right to avoid or rescind this Policy in whole or in part provided that:

- (i) such nondisclosure or misrepresentation was innocent and free from any fraudulent conduct or intent to deceive;
- (ii) the Company shall be entitled to amend the terms, conditions and premium for this Policy upon review of any information previously misrepresented or not disclosed to the Company; and
- (iii) the Company shall be entitled to determine the effective date of any amendments in consequence of the exercising of their rights under this Condition.

2. Alteration

The Named Insured shall give notice to the Company as soon as is reasonably practicable of any fact or circumstance affecting the risks insured by this Policy which is or might be material to the Company.

3. Assignment

Assignment of interest under this Policy shall not bind the Company without its written consent.

4. Reasonable Care

The Insured at its own expense:

- (a) shall take all reasonable precautions to prevent or diminish losses or liability arising in connection with the insured risks; and
- (b) is expected to comply with, and make all reasonable endeavours to comply with, all statutory obligations and regulations imposed by any authority.

5. Claims (Duties owed by the Insured)

This Condition does not apply to the Technology Professional Indemnity And Cyber Section.

Special Definition

Letter of Claim where used in this condition means any written communication indicating an intention to claim against the Insured that specifies sufficient information about the incident to enable it to be investigated, and includes at least preliminary information as to the nature of the injury or damage sustained.

- (a) If circumstances should exist which may give rise to a claim under this Policy, or on the happening of any Event, including any Employers' Liability related accident or work-related illness, the Insured shall within 90 days give notice thereof to the Company in writing.

(b)

Following receipt by the Insured of a Letter of Claim the Insured shall within forty-five days provide to the

Company copies of all documents, records and minutes of meetings necessary to consider the claim fully. The Insured shall also give to the Company all such proofs and information with respect to any claim as the Company may require, together with (if demanded) a statutory declaration of the truth of such claim and of any matters relating thereto.

In the case of loss or damage involving theft of or malicious damage to property, the Insured shall immediately notify the Police and provide all reasonable assistance in:

- (i) identifying and prosecuting the person involved; and
- (ii) recovering such stolen property.

- (c) The Insured shall immediately forward every service of writ, summons or claim form, or impending prosecution notice requiring arbitration or notice of an inquest or fatal accident inquiry in connection with any such circumstance or Event aforesaid to the Company unacknowledged.
- (d) The Insured if required by the Company shall attend all proceedings and assist the Company in the giving of evidence and the attendance of witnesses and shall give the Company all information and assistance and do and concur in doing whatever the Company may require in connection with any circumstance Event or claim.
- (e) The Insured shall bear its own costs and expenses under this Condition, save to the extent that specific cover is provided within the Policy.
- (f) 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 Company.

6. Claims (Company's rights)

This Condition does not apply to the Technology Professional Indemnity And Cyber Section.

(a) The Company may:

- (i) investigate, handle and control any claim notified to it at its absolute discretion and may settle, compromise or make ex-gratia payments in respect thereof, and generally conduct any proceedings, process or actions related to such claim as it deems appropriate, and the costs incurred by the Company in this undertaking (including Claim Investigation Expenses) shall be subject to any Deductible shown in the relevant Section Schedule under which the claim is being brought by the Insured irrespective of whether an indemnity is subsequently provided to the Insured in respect of such claim; and
- (ii) at its discretion take over and control the legal representation of the Insured at any inquest, inquiry or other proceedings in any Court concerning any matter that has or may give rise to a claim hereunder and the defence and settlement of any claim. The Company shall conduct such representation, defence and settlement of claims as it sees fit to do. In the event that the Company makes any payment the Insured will on demand pay to the Company the amount of the Deductible applicable.

- (b) In respect of any applicable specified amount detailed in the Schedules as a limit of indemnity, or the amount of any other limit stated in the Policy, the Company may at any time pay to the Insured the amount specified (less any sum already paid and less the amount of any Deductible) or any lesser amount for which any claim or claims can be settled (or where no such limit applies, pay the amount for which any claim or claims can be settled less any sum already paid and less the amount of any Deductible), and shall then cease to have the conduct and control of the negotiations actions or proceedings and be under no further liability in respect of such claim or claims except for costs and expenses incurred prior to the date of such payment for which the Company is liable hereunder. The Company shall not be responsible for any loss which the Insured may claim to have sustained by reason of the Company having acted in such a way.

7. Subrogation

The Company shall be subrogated to all of the Insured's rights of recovery against any person or organisation before or after any claims payment under this insurance and the Insured shall provide all relevant information and assistance in this regard. Any recovery made shall be applied first to the Company's outlay and then to the Insured's Deductible in priority to any outstanding uninsured loss of the Insured in the absence of agreement to the contrary.

The Company shall not exercise such rights against any Employee unless the claim in question has been brought about or contributed to by the dishonest, fraudulent, criminal or malicious act, error or omission of that Employee.

8. Contribution and Average

If at the time of any claim in respect of an Event arising under this Policy there is any other insurance or indemnity effected by or on behalf of the Insured covering the same claim or any part thereof, the Company will not be liable to pay or contribute more than its rateable proportion with respect to such claim including any costs and expenses in connection therewith.

If any other insurance effected by or on behalf of the Named Insured is expressed to cover any of the property belonging to the Named Insured or for which they are responsible insured under this Policy but 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 to the loss, destruction or damage, the liability of the Company shall be limited to such proportion of the loss, destruction or damage as the sum insured under this Policy bears to the value of such property.

If any other insurance on any of the property insured under this Policy is subject to any condition of average or underinsurance, the insurance on such property under this Policy, if not already subject to an underinsurance condition, shall be subject to such condition of average or underinsurance in like manner.

9. Arbitration

Any dispute between the Insured and the Company regarding the Company's liability in respect of a claim or the amount to be paid shall, in default of an agreement, be referred within twelve months of the dispute arising to an Arbitrator appointed jointly by the Insured and the Company, or failing agreement appointed by the President

for the time being of the Incorporated Law Society of Ireland, and the decision of such Arbitrator shall be final and binding on both parties. Where any difference is referred to arbitration, the making of an award shall be a prerequisite to any right of action against the Company.

Any claims not referred to arbitration within 12 calendar months from the date of disclaim of the liability shall be deemed to have been abandoned.

10. Policy Interpretation

The parties to this contract agree that the Policy and any dispute concerning its interpretation or application is to be subject to and to be construed in accordance with Irish law.

Each party agrees (subject as provided in General Condition – Arbitration) to submit if required to the exclusive jurisdiction of any Court of competent jurisdiction within Ireland and to comply with all requirements necessary to give such Court exclusive jurisdiction.

11. Cross Liabilities

Where the Named Insured comprises more than one party, the Company will indemnify each Named Insured in the same manner and to the same extent as if a separate Policy had been issued to each, provided that the total amount payable shall not exceed the specified amount detailed in the Schedule or elsewhere in the Policy as the Limit of Indemnity or Inner Limit of Indemnity regardless of the number of parties claiming to be indemnified.

Provided that:

- (a) the Company shall not indemnify the Named Insured against liability for which an indemnity is or would be granted under any:
 - (i) Employers' Liability insurance; or
 - (ii) Kidnap and Ransom insurance;but for the existence of this Policy;
- (b) in respect of any claim under the Technology Professional Indemnity and Cyber Section (where operative), this condition will only apply where the claim does not emanate originally from the Named Insured.

12. Premium Adjustment

Where the premium for the Policy or any Policy Section is subject to a premium adjustment, the Named Insured shall within one month of the expiry of the Period of Insurance forward to the Company such information as the Company may require (including certified auditor's accounts if so required by the Company). The Company shall thereupon adjust the premium subject to any minimum premium specified by the Company.

13. Cancellation

The Company may cancel this Policy or any Section of this Policy at any time by giving at least thirty days notice by Registered letter to the Named Insured at the last known address. The Named Insured shall be entitled to the return of a proportionate part of the premium corresponding to the unexpired Period of Insurance.

However, under the Motor Fleet Section the Company will not allow the Named Insured such return premium until they have received back any certificate and disc on issue.

14. Risk Improvements

Any risk improvements deemed necessary by the Company following the Company's survey of the risk shall be complied with and implemented within the time specified by the Company.

The Company reserves the right to review all the terms and conditions of the Policy following any survey.

15. Jurisdiction

Any indemnity provided by this Policy in respect of legal liability to pay Compensation (including claimants' costs and expenses) shall operate in accordance with the law of any country.

Provided that the indemnity provided by the Employers' Liability Section where operative will not apply to any action for Compensation brought against the Insured in any court outside the European Union, United Kingdom, the Isle of Man, or Channel Islands.

16. Abuse

In so far as indemnity is provided under the:

- (a) Public and Products Liability Section; or
- (b) Technology Professional Indemnity Covers, Cyber Liability Covers or Liability Additional Covers in the Technology Professional Indemnity and Cyber Section;

in respect of any legal liability or prosecution defence costs and expenses directly or indirectly resulting from, caused by, contributed to, attributed to or in any way related to Abuse, it is understood and agreed that:

- (a) any of the specified amounts detailed in the Schedules as limits of indemnity or the amount of any other limit stated in the Policy shall (where not already so stated) be the total amount payable in the aggregate in respect of all claims during any one Period of Insurance and which amount shall be inclusive of all claimants' and defence costs and expenses and prosecution defence costs and expenses to the extent indemnified for;
- (b) where legal liability is not attributable to a single identifiable event that occurs at a single fixed time and place, then for the purpose of what constitutes one claim in respect of the provision of indemnity under this Policy and the application of the Deductible and inter alia paragraph (a) of General Exclusion – Deductible, all occurrences of Abuse suffered by any individual Third Party claimant committed during the Period of Insurance shall be considered individually as one claim;
- (c) for the purposes of this condition, the reference to Period of Insurance in paragraphs (a) and (b) above shall include any period prior to the Period of Insurance where the insurance is subject to a retroactive date provision which relates to a period prior to the Period of Insurance during which any act or omission giving rise to indemnity under the insurance may have been committed;
- (d) the insurance provided by the:
 - (i) Public and Products Liability Section; or
 - (ii) Technology Professional Indemnity Covers, Cyber Liability Covers or Liability Additional Covers in the Technology Professional Indemnity and Cyber Section;

shall not indemnify:

- (i) any medical or dental practitioner whomsoever; or
- (ii) any other person who is an Insured against any legal liability or prosecution defence costs and expenses directly or indirectly resulting from, caused by, contributed to, attributed to or in any way related to Abuse committed by that individual person which is:
 - A. dishonest or criminal or fraudulent; or
 - B. the result of deliberate wrongdoing or recklessness.

Indemnity shall continue to apply in respect of the Named Insured's vicarious liability for such acts of another person, but not where Abuse arises out of acts or omissions authorised by the Named Insured or at the request of or with the approval of the Named Insured where such authorisation request or approval is dishonest or criminal or fraudulent or results from deliberate wrongdoing or recklessness; and

- (e) where indemnity is provided to indemnify the Named Insured for their vicarious liability for the acts of the person or persons committing such Abuse, it is hereby noted and agreed with regard to the application of General Condition – Subrogation that the Company shall exercise such rights against any Employee committing such Abuse which is dishonest or criminal or fraudulent or the result of deliberate wrongdoing or recklessness.

17. Sanctions

This Policy shall not be deemed to provide cover, nor shall the Company have any liability to pay any claim or provide any benefit hereunder, to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Company to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions laws or regulations of the European Union, United Kingdom or United States of America.

18. Aggregate Limit of Indemnity

Where in respect of any claim or claims arising from the same originating cause, source or event indemnity may be provided under more than one of the following:

- (a) Public and Products Liability Section cover - Data Protection;
- (b) Public and Products Liability Section Endorsement IPL76 Libel And Slander; or
- (c) Technology Professional Indemnity Covers, Cyber Liability Covers or Liability Additional Covers in the Technology Professional Indemnity and Cyber Section;

under this Policy, it is agreed that the Company's maximum aggregate liability will not exceed the largest single available Limit of Indemnity or Inner Limit of Indemnity provided under such Cover clauses or Sections.

Provided always that the Company's liability under any one Cover clause or Section will not exceed the applicable limit of the Company's liability for that Cover clause or Section.

19. Claims Preparation Costs

The insurance provided by the Property Damage Section, Business Interruption Section, Computer And Machinery Breakdown Section, and Cyber Business Costs Covers in the Technology Professional Indemnity and Cyber Section of the Policy where operative extends to cover expenses reasonably and necessarily incurred by the Named Insured or on the Named Insured's behalf for external consultants appointed by the Named Insured acceptable and agreed by the Company for preparation, presentation, certification or verification of a Specified Claim.

Specified Claim means a claim or series of claims in respect of an Event under one or more of the Sections stated in this general condition for an amount in total that is equal to or in excess of €250,000 excluding the costs insured by this general condition.

The liability of the Company under this general condition shall not exceed:

- A. €25,000 in respect of a Specified Claim for an amount in total that is between €250,000 and €500,000 both amounts inclusive; or
- B. €50,000 in respect of a Specified Claim for an amount in excess of €500,000;

such limits to the liability of the Company under this general condition being payable in addition to any specified sums insured or other limits stated in the Policy, and not being subject to any Deductible.

The Company shall not be liable under this general condition for any expense incurred in seeking to overturn decisions made by the Company regarding its liability to make any payment under this Policy or the amount of any such payment.

20. Finance Act 1990

The appropriate Stamp Duty has been paid or will be paid in accordance with the provision of Section 113 of the Finance Act 1990.

21. Insurance Act 1936

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

22. Financial Interest Coverage

- (a) This Policy will not provide coverage for loss:

- (i) sustained by any insured; or
- (ii) to any property;

located in a Foreign Jurisdiction, to the extent that providing such coverage would violate the laws or regulations of such Foreign Jurisdiction.

- (b) In the event of loss described in (a)(i) above for which this Policy would otherwise have provided coverage, the Insurer will reimburse an insured located in an Authorised Jurisdiction for its loss on account of its Financial Interest in the insured located in the Foreign Jurisdiction.

- (c) In the event of loss described in (a)(ii) above for which this Policy would otherwise have provided coverage, the Insurer will reimburse an insured located in an Authorised Jurisdiction for its loss on account of its Financial Interest in another insured which has an insurable interest in the property.

23. Currency

Unless expressed to the contrary in the Policy or schedule:

All premiums, limits of liability, retentions, loss, and other amounts under this Policy, are expressed and payable in the currency in which the premium has been paid. If judgment is rendered, settlement is denominated, or any other element of loss under this Policy is stated in any other currency, payment will be made at the spot exchange rate published by the European Central Bank on the date the final judgment is rendered, the amount of settlement is agreed upon, or any other element of loss is due respectively.

General Exclusions

The Company shall not be liable:

1. War and Allied Risks, Dispossession of Property, Radioactive Contamination

in respect of any loss or destruction of or damage to any property whatsoever, or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature, directly or indirectly caused or occasioned by or happening through or in consequence of:

- (a) war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, except to the extent stated in the Special Provision – Employers' Liability Section and Motor Fleet Section below.
- (b) permanent or temporary dispossession of any property resulting from confiscation, nationalisation, commandeering or requisition by any lawfully constituted authority, except to the extent stated in the Special Provision – Employers' Liability Section and Motor Fleet Section below.
- (c)
 - (i) ionising radiations, or contamination by radioactivity, from any nuclear fuel, nuclear waste or from the combustion of nuclear fuel;
 - (ii) the radioactive, toxic, explosive or other hazardous properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
 - (iii) any weapon or device employing atomic or nuclear fission or fusion, or other like reaction or radioactive force or matter;
 - (iv) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter, but the exclusion in this paragraph (iv) shall not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored or used for commercial, agricultural, medical, scientific or other similar peaceful purposes; or
 - (v) any chemical, biological, bio-chemical or electromagnetic weapon;

but in respect of Bodily Injury sustained by an Employee, this exclusion 1(c) shall apply only when the Named Insured under a contract or agreement has undertaken either to indemnify another party or to assume the liability of another party in respect of such Bodily Injury.

Special Provision Employers' Liability Section and Motor Fleet Section

Subject otherwise to the terms of the Policy:

- (a) General Exclusion 1(a) shall not apply and indemnity shall continue to operate to the extent provided for as follows:

the insurance provided under the Employers' Liability Section where operative shall continue to satisfy the requirements of the relevant law applicable in Great Britain, Northern Ireland, the Isle of Man, the Island of Guernsey, the Island of Jersey or the Island of Alderney, or where so extended to offshore installations in any waters outside the United Kingdom to which the Employers' Liability

(Compulsory Insurance) Act 1969 or any amending primary legislation applies, and in this regard the amount of the Limit of Indemnity inclusive of all claimants' and defence costs and expenses payable under Cover clause – Claimants' Costs and Expense and Cover clause – Defence Costs and Expenses as stated in the Employers' Liability Section shall only be for the minimum amount required by such relevant law (and accordingly reduced to such amount where the amount of the Limit of Indemnity stated in the Employers' Liability Section is higher).

- (b) General Exclusions 1(a) and (b) shall not apply and indemnity shall continue to operate to the extent provided for as follows:

the insurance provided under the Motor Fleet Section where operative shall continue to satisfy the requirements of the relevant law applicable in the Republic of Ireland, Great Britain, Northern Ireland, the Isle of Man, the Island of Guernsey, the Island of Jersey or the Island of Alderney in respect of the Insured's legal liability for:

- (i) Bodily Injury to any person; and
- (ii) damage to property up to the minimum amount required by such relevant law in respect of any one Event.

In the event that any part of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

2. Property Coverages – Civil Commotion in Northern Ireland

under the:

- (a) Property Damage Section;
- (b) Business Interruption Section; and
- (c) Computer and Machinery Breakdown Section;

in respect of any loss, destruction or damage in Northern Ireland directly or indirectly caused or occasioned by or happening through or in consequence of civil commotion.

3. Property Coverages – Terrorism

under the:

- (a) Property Damage Section;
- (b) Business Interruption Section;
- (c) Computer And Machinery Breakdown Section; and
- (d) Cyber Business Costs Covers in the Technology Professional Indemnity and Cyber Section;

or any Difference in Conditions or Limits Provision of the Policy;

for loss, destruction, damage, cost or expense of whatsoever nature, directly or indirectly caused or occasioned by or happening through or in consequence of a Terrorist Act or any action taken in controlling, preventing, suppressing or in any way relating to a Terrorist Act.

In any action, suit or other proceedings where the Company alleges that by reason of this exclusion any loss, destruction, damage, cost or expense of whatsoever nature is not covered by this Policy, the burden of proving that such loss, destruction, damage, cost or expense is covered shall be upon the Insured.

For the purposes of this exclusion:

- (a) In respect of loss, destruction or damage:
 - (i) outside England, Wales and Scotland; or
 - (ii) to any property which is insured in the name of a private individual and is occupied by that individual for residential purposes;

Terrorist Act means an act or acts (whether threatened or actual) of any person or persons involving the causing, occasioning or threatening of harm, of whatever nature and by whatever means, made or claimed to be made in whole or in part for political, religious, ideological or similar purposes.

- (b) (i) In respect of loss, destruction or damage in England, Wales and Scotland other than loss, destruction or damage as described in (a) (ii) above, Terrorist Act means an act or act of any person acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty's government in the United Kingdom or any other government de jure or de facto.
- (ii) **England Wales Scotland – Non Pool Re (Wrap)** In the event of an occurrence of loss, destruction or damage described in paragraph (b)(i) not being certified by Her Majesty's government or Her Majesty's Treasury or any successor relevant authority to have been an act of terrorism in accordance with this definition of Terrorist Act stated in paragraph (b)(i), and such refusal is upheld by the decision of a validly constituted tribunal, this exclusion shall not apply.
- (c) Difference in Conditions or Limits Provision means any provision contained within the Policy which provides that should any policy issued to indemnify any subsidiary company of the Named Insured which operates from premises outside the Republic of Ireland, Great Britain, Northern Ireland, the Channel Islands or the Isle of Man (hereinafter called the "Locally Issued Policy") by virtue of its scope of cover, definitions or conditions not indemnify the Insured in whole or in part in respect of loss, destruction or damage as insured under the Policy at such premises, then the Policy, subject to its terms and conditions, shall provide indemnity to the extent that such indemnity is not provided by the relevant Locally Issued Policy but which would have been provided had the Locally Issued Policy followed the terms and conditions of this Policy.

In the event that any part of this exclusion is found to be invalid or unenforceable the remainder shall remain in full force and effect.

4. Liability Coverages – Terrorism

under the:

- (a) Employers' Liability Section;
- (b) Public and Products Liability Section;
- (c) Technology Professional Indemnity and Cyber Section; and
- (d) Motor Fleet Section;

or any Difference in Conditions or Limits Provision of the Policy;

for legal liability, loss, damage, cost or expense of whatsoever nature, directly or indirectly caused or occasioned by or arising from a Terrorist Act or any action taken in controlling, preventing, suppressing or in any way relating to a Terrorist Act, except to the extent stated in the Special Provision – Employers' Liability Section and Motor Fleet Section below.

In any action, suit or other proceedings where the Company alleges that by reason of this exclusion, any legal liability, loss, damage, cost or expense of whatsoever nature is not covered by this Policy, the burden of proving that such legal liability, loss, damage, cost or expense is covered shall be upon the Insured.

For the purposes of this exclusion:

Terrorist Act means an act or acts (whether threatened or actual) of any person or persons involving the causing, occasioning or threatening of harm of whatever nature and by whatever means, made or claimed to be made in whole or in part for political, religious, ideological or similar purposes.

Difference in Conditions or Limits Provision means any provision contained within the Policy which provides that should any policy issued to indemnify any subsidiary company of the Named Insured which operates from premises outside the Republic of Ireland, Great Britain, Northern Ireland, the Channel Islands or the Isle of Man (hereinafter called the Locally Issued Policy) by virtue of its scope of cover, definitions or conditions not indemnify the Insured in whole or in part in respect of legal liability, loss, damage, cost or expense as insured under the Policy, then the Policy subject to its terms and conditions shall provide indemnity to the extent that such indemnity is not provided by the relevant Locally Issued Policy but which would have been provided had the Locally Issued Policy followed the terms and conditions of this Policy.

Special Provision Employers' Liability Section and Motor Fleet Section

Subject otherwise to the terms of the Policy this General Exclusion shall not apply and indemnity shall continue to operate to the extent provided for as follows:

- (a) The insurance provided under the Employers' Liability Section where operative shall continue to satisfy the requirements of the relevant law applicable in Great Britain, Northern Ireland, the Isle of Man, the Island of Guernsey, the Island of Jersey or the Island of Alderney, or where so extended to offshore installations in any waters outside the United Kingdom to which the Employers' Liability (Compulsory Insurance) Act 1969 or any amending primary legislation applies, and in this regard the amount of the Limit of Indemnity inclusive of all claimants' and defence costs and expenses payable under Cover clause – Claimants' Costs and Expenses and Cover clause – Defence Costs and Expenses as stated in the Employers' Liability Section shall only be for the minimum amount required by such relevant law (and accordingly reduced to such amount where the amount of the Limit of Indemnity stated in the Employers' Liability Section is higher).
- (b) The insurance provided under the Motor Fleet Section where operative shall continue to satisfy the

requirements of the relevant law applicable in the Republic of Ireland, Great Britain, Northern Ireland, the Isle of Man, the Island of Guernsey, the Island of Jersey or the Island of Alderney in respect of the Insured's legal liability for:

- (i) Bodily Injury to any person; and
- (ii) damage to property up to the minimum amount required by such relevant law in respect of any one Event.

In the event that any part of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

5. Deductible

in respect of the amounts stated as a Deductible for the first part of each and every claim hereunder under one or more Sections of this Policy in respect of an Event.

For the purpose of the application of the Deductible it is agreed that:

- (a) in respect of the Employers' Liability Section, Public and Products Liability Section and the third party liability coverage applying to the Motor Fleet Section where operative, all claims under each respective Section attributable to a single Event shall be treated as one claim;
- (b) in respect of the Property Damage Section, Business Interruption Section and Computer And Machinery Breakdown Section where operative:
 - (i) loss or damage arising from one Event which affects one or more Premises or Business Premises (as defined in the above referenced Sections); or
 - (ii) loss or damage to insured property arising during any one period of 72 consecutive hours and caused by storm, tempest flooding or escape of water from tanks, apparatus or pipes;
 shall be deemed a single Event and be treated as one claim;
- (c) in respect of the Technology Professional Indemnity and Cyber Section the Company will not pay Loss, other than Defence Costs, in respect of the amounts stated as a Deductible for the first part of each and every Claim or First-Party Loss.

Provided that, except for the Betterment Insuring Agreement, if multiple Deductibles apply to:

- (a) a Claim;
- (b) a First Party Event; or
- (c) Claims and First Party Events that share a common nexus, set of facts, circumstance, situation, event, or decision;

each Deductible applies separately to each Cover insured.

However, if the liability of the Company is shown in the Schedule as a shared limit, the sum of those Deductible amounts will not exceed the largest applicable Deductible; and

- (d) the Deductible amount
 - (i) shall form part of and not be in addition to the amounts detailed in the Schedules as sums

insured or limits of indemnity or the amount of any other limit stated in the Policy; and

- (ii) shall include Claim Investigation Expenses incurred in investigating such claim, irrespective of whether an indemnity is subsequently provided to the Insured.

6. Punitive and other Non – Compensatory Damages

in respect of:

- (a) exemplary damages;
- (b) punitive damages;
- (c) aggravated damages;
- (d) liquidated damages or damages by way of penalty or fine; or
- (e) the multiplied portion of any compensatory damage award or any payment similar in nature to (a), (b), (c) or (d) above.

Provided (d) above shall not apply to the Technology Professional Indemnity and Cyber Section.

7. Asbestos

under the:

- (a) Employers' Liability Section;
- (b) Public and Products Liability Section;
- (c) Technology Professional Indemnity Covers, Cyber Liability Covers or Liability Additional Covers in the Technology Professional Indemnity and Cyber Section; and
- (d) Motor Fleet Section;

in respect of legal liability inclusive of claimants' and defence costs and expenses directly or indirectly resulting from, caused by, contributed to, attributed to or in any way related to:

- (a) the actual, alleged or threatened absorption, ingestion or inhalation of asbestos in any form by any person; or
- (b) the existence of asbestos in any form.

Special Provision Employers' Liability Section

Subject otherwise to the terms of the Policy, this General Exclusion shall not apply and indemnity shall continue to operate to the extent provided for as follows:

The insurance provided under the Employers' Liability Section where operative shall continue to satisfy the requirements of the relevant law applicable in Great Britain, Northern Ireland, the Isle of Man, the Island of Guernsey, the Island of Jersey, or the Island of Alderney, or where so extended to offshore installations in any waters outside the United Kingdom to which the Employers' Liability (Compulsory Insurance) Act 1969 or any amending primary legislation applies, and in this regard the amount of the Limit of Indemnity inclusive of all claimants' and defence costs and expenses payable under Cover clause – Claimants' Costs and Expenses and Cover clause – Defence Costs and Expenses as stated in the Employers' Liability Section shall only be for the minimum amount required by such relevant law (and accordingly reduced to such amount where the amount of the Limit of Indemnity stated in the Employers' Liability Section is higher).

8. Silica

under the:

- (a) Employers' Liability Section;
- (b) Public and Products Liability Section;
- (c) Technology Professional Indemnity Covers, Cyber Liability Covers or Liability Additional Covers in the Technology Professional Indemnity and Cyber Section; and
- (d) Motor Fleet Section;

in respect of legal liability inclusive of claimants' and defence costs and expenses directly or indirectly resulting from, caused by, contributed to, attributed to or in any way related to:

- (a) the actual, alleged or threatened absorption, ingestion or inhalation of silica in any form or in combination with any other particulate suspension or dust by any person; or
- (b) the existence of silica in any form or in combination with any other particulate suspension or dust.

Special Provision Employers' Liability Section

Subject otherwise to the terms of the Policy, this General Exclusion shall not apply and indemnity shall continue to operate to the extent provided for as follows:

The insurance provided under the Employers' Liability Section where operative shall continue to satisfy the requirements of the relevant law applicable in Great Britain, Northern Ireland, the Isle of Man, the Island of Guernsey, the Island of Jersey, or the Island of Alderney, or where so extended to offshore installations in any waters outside the United Kingdom to which the Employers' Liability (Compulsory Insurance) Act 1969 or any amending primary legislation applies, and in this regard the amount of the Limit of Indemnity inclusive of all claimants' and defence costs and expenses payable under Cover clause – Claimants' Costs and Expenses and Cover clause – Defence Costs and Expenses as stated in the Employers' Liability Section shall only be for the minimum amount required by such relevant law (and accordingly reduced to such amount where the amount of the Limit of Indemnity stated in the Employers' Liability Section is higher).

Property Damage Section

Cover

1. General

If during the Period of Insurance the Property Insured described in the Schedule or any part thereof shall be Damaged (other than by an excluded cause) the Company will pay to the Named Insured the value of the Property or the amount of the Damage at the time of the happening of such Damage in accordance with the Basis of Settlement (or as otherwise provided for herein) or at the Company's option reinstate, replace or repair such Property or any part thereof, provided that the Company's liability in respect of each insured item shall be limited to the Sum Insured for that item in the Schedule.

This Cover clause does not cover accidental loss, distortion, corruption or erasure of Programmes or Reinstatement of Programmes or Reinstatement of Data or the value to the Named Insured of the Data contained therein.

2. Temporary Removal

Subject to the limit specified in the Schedule, the insurance provided by this Property Damage Section on Property Insured at the Premises is extended to cover such property whilst temporarily away from the Premises within the Territorial Limits during the Period of Insurance for the purposes of renovation, repair, service or cleaning.

This clause does not cover:

- (a) Damage to explosive goods, any other goods of a dangerous nature, deeds, plans, designs, documents, manuscripts, business books, computer system records or Stock; or
- (b) Property more specifically insured under the Optional Extension – Goods in Transit.

3. Mortgagee/Freeholder/Lessor

The interest of the mortgagee, freeholder or lessor in the insurance provided by this Property Damage Section shall not be prejudiced by any act or neglect of the Named Insured or occupier of any Building whereby the risk of Damage is increased without the authority or knowledge of the mortgagee, freeholder or lessor, provided the mortgagee, freeholder or lessor shall immediately on becoming aware thereof give notice in writing to the Company and pay an additional premium if required.

4. Non-invalidation

The insurance provided by this Property Damage Section shall not be invalidated by any act or omission or by any alteration whereby the risk of Damage is increased unknown to or beyond the control of the Named Insured, provided that immediately after the Named Insured becomes aware thereof the Named Insured gives notice to the Company and pays an additional premium if required.

5. Workmen

Workmen are allowed in or about any of the Business Premises for the purpose of carrying out minor alterations, minor repairs, decorations and maintenance without prejudice to this insurance.

6. Architects' Surveyors' Legal and Other Fees

The insurance provided by this Property Damage Section in respect of Property Insured also applies to architects', surveyors', legal and other professional fees necessarily incurred in the reinstatement of the Property Insured

consequent upon Damage thereto but not for preparing any claim, it being understood that the amount payable for such fees shall not exceed those authorised under the scale of charges of the respective professional bodies at the time of such reinstatement, and provided that:

- (a) unless (b) below applies the Company's liability for Damage and fees shall not exceed in total the Sum Insured in respect of each insured item of Property Insured; or
- (b) where there is a specific item in the Schedule for architects', surveyors', legal and other professional fees the Company's liability shall not exceed the Sum Insured in respect of such item in respect of any one Event.

7. Automatic Reinstatement

In the absence of written notice by the Company or the Named Insured to the contrary within 30 days of notification of any loss, then in consideration of the insurance not being reduced by the amount of such loss the Named 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.

8. Capital Additions

Subject to the limit specified in the Schedule, the insurance provided by this Property Damage Section on items specified in the Schedule in respect of Buildings, Computer and Telecommunication Equipment and Machinery Plant and All Other Contents extends to cover:

- (a) alterations, additions and improvements to Property Insured (but not appreciation in value thereof); or
- (b) newly acquired or occupied property (other than property acquired by consolidation or merger with or purchase or acquisition of another firm, body corporate or entity) insofar as the same are not otherwise insured anywhere within the Territorial Limits.

Provided that:

- (i) the Named Insured shall advise the Company as soon as practicable and in any event within 3 months of any such newly acquired or occupied property; and
- (ii) the Named Insured shall pay to the Company any additional premium due.

9. Removal of Debris

The insurance provided by this Property Damage Section extends to cover costs and expenses necessarily incurred by the Named Insured with the consent of the Company in:

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

of the Property Insured as a result of Damage insured by this Property Damage Section.

Provided that:

- (i) The Company will not pay for any costs or expenses:
 - A. incurred in removing debris, except from the site of such Property Damaged and the area immediately adjacent to such site; or

- B. arising from the pollution or contamination of property not insured by this Property Damage Section;
- (ii) unless (iii) below applies the Company's liability for Damage and removal of debris shall not exceed in total the Sum Insured in respect of each insured item of Property Insured; and
- (iii) where there is a specific item in the Schedule for removal of debris the Company will pay for costs or expenses incurred in removing debris only to the extent described in such item in the Schedule and the Company's liability shall not exceed the Sum Insured in respect of such item in respect of any one Event.

10. European Union and Public Authorities Clause (including Undamaged Property)

Subject to the following special conditions, the insurance provided by this Property Damage Section in respect of Property Insured extends to cover such additional costs of reinstatement 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 the Oireachtas or Bye-Laws of any Public Authority;

(hereinafter referred to as the Stipulations) in respect of:

- the Damaged Property; or
- undamaged portions thereof;

excluding:

- (i) the cost incurred in complying with the Stipulations:
 - A. in respect of Damage occurring prior to the inception of this Cover clause;
 - B. in respect of loss, destruction or damage not insured by this Property Damage Section;
 - C. under which notice has been served upon the Named Insured prior to the happening of the Damage;
 - D. for which there is an existing requirement which has to be implemented within a given period; or
 - E. in respect of Property entirely undamaged by any peril hereby insured against;
- (ii) the additional cost that would have been required to make good the Property Damaged to a condition equal to its condition when new had the necessity to comply with the Stipulations not arisen; or
- (iii) 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

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 Company 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 Company under this Cover clause not being thereby increased.

2. If the liability of the Company under this Property Damage Section apart from this Cover clause shall be reduced by the application of any of the terms of this Property Damage Section then the liability of the Company under this Cover clause shall be reduced in like proportion.
3. The Company's liability in respect of this Cover clause shall not exceed:
 - (a) in respect of the Damaged Property:
 - (i) 15% of its Sum Insured; or
 - (ii) where the Sum Insured applies to Property at more than one Business Premises, 15% of the total amount for which the Company would have been liable had the Property Insured at the Business Premises where the Damage has occurred been wholly destroyed; or
 - (b) in respect of undamaged portions of Property (other than foundations) 15% of the total amount for which the Company would have been liable had such Property been wholly destroyed.
4. The Company's total liability for Damage and costs covered under this Cover clause in respect of each insured item of Property Insured shall not exceed its Sum Insured.
5. All the terms and conditions of this Property Damage Section except in so far as they are varied hereby shall apply as if they had been incorporated herein.

11. Glass and Sanitary Ware

The insurance provided by this Property Damage Section extends to cover the costs incurred in:

- (a) replacing all fixed Glass on the interior and exterior of the Buildings and any Sanitary Ware;
- (b) any necessary boarding up or temporary glazing pending replacement of broken Glass; or
- (c) removing and re-fixing window fittings or other obstacles to Glass replacement;

caused by Damage which is not otherwise excluded by this Property Damage Section.

Provided that where such Glass or Sanitary Ware is not Property Insured:

- (i) this cover applies only if the Named Insured is responsible for such costs; and
- (ii) the Company's liability under this Cover clause is limited to the limit specified in the Schedule in any one Event.

12. Loss of Metered Water, Gas, Oil or Electricity

The insurance provided by this Property Damage Section extends to cover loss of metered water, gas, oil or electricity arising from Damage not otherwise excluded at the Business Premises resulting in a water, gas, oil or electricity charge which the Named Insured is unable to recover from any other party.

Provided that:

- (a) the extent of such loss is determined by measurement from the water, gas, oil or electricity supply meter;

- (b) the amount payable is in respect of the excess water, gas, oil or electricity charges levied by the water, gas, oil or electricity provider, but shall not exceed the limits specified in the Schedule; and
- (c) in establishing the amount of such excess charges in paragraph (a) above, account shall be made of historic metered usage adjusted as necessary to provide for circumstances in the Business affecting usage during the relevant period.

13. Fire Extinguishing Expenses and Alarm Re-setting Expenses and Fire Brigade Charges

The insurance provided by this Property Damage Section extends to cover:

- (a) the costs incurred by the Named Insured in
 - (i) recharging, replenishing or replacing fire extinguishing appliances;
 - (ii) recharging of gas extinguishing installations;
 - (iii) refilling sprinkler tanks where costs are metered;
 - (iv) replacing sprinkler heads in automatic sprinkler installations; or
 - (v) resetting fire and intruder alarms and closed circuit television systems
 rendered necessary as a result of Damage to Property Insured caused by fire at the Business Premises and covered under this Property Damage Section; or
- (b) charges levied by a fire authority, under the provisions of the Fire Services Act 1981, in controlling or extinguishing fire affecting (or threatening to affect) the Property Insured in circumstances which have given rise to or would have given rise to Damage.

14. Keys

Subject to the limit specified in the Schedule, the insurance provided by this Property Damage Section extends to cover the reasonable cost of replacement electronic security systems, locks or lock mechanisms and keys in respect of doors and windows necessary to maintain the security of the Business Premises, and safes and strongrooms contained in the Business Premises:

- (a) resulting from any accidental loss of access cards or keys occurring within the Territorial Limits; or
- (b) where there is reasonable evidence that such keys have been copied by an unauthorised person.

15. Theft Damage to Buildings

The insurance provided by this Property Damage Section extends to cover the cost of repairing Damage to buildings not insured by this Property Damage Section caused by theft or attempted theft, provided the Named Insured is legally liable for such cost and the Damage is not otherwise insured.

16. Outdoor Trees Shrubs Plants and Landscaping

Subject to the limits specified in the Schedule, the insurance provided by this Property Damage Section extends to cover:

- (a) Damage to outdoor trees, shrubs and plants at the Business Premises, including the cost of removing from the Business Premises following Damage; and

- (b) the cost of restoring any Damage done to landscaping not otherwise being property described in paragraph (a) above by the emergency services in entering the Business Premises as a result of Damage.

17. Inadvertent Omission

The Named Insured having intended to insure with the Company all property (other than Stock) within the Territorial Limits in which the Named Insured is interested and the Named Insured's belief is that all such property is insured, if hereafter any property shall be found to have been inadvertently omitted the Company will deem such property to be insured within the terms of this Property Damage Section as if it were insured under the Property Insured item to which the property relates, subject to payment of the required premium in respect of such property as from the inception of this Property Damage Section or from the date of the Named Insured's interest in such property if erected or purchased after the inception of this Property Damage Section.

Provided that:

- (a) at any one situation the Company's liability under this Cover clause is limited to the limit specified in the Schedule;
- (b) at any one situation the limit of liability under this Cover clause shall for the purpose of the Underinsurance Condition be added to the Sum Insured on the item of Property Insured to which the property relates or in the case of Reinstatement Day One Basis to the Declared Value;
- (c) the insurance under this Cover clause shall not apply in respect of property situate outside of the Territorial Limits;
- (d) the insurance under this Cover clause shall not apply in circumstances where Cover clause - Capital Additions applies; and
- (e) the Named Insured shall undertake and complete a full and thorough review of its property portfolio at least once a year to check that insurance has been placed with the Company for all property and in respect of any omission discovered the Named Insured shall immediately advise the Company.

18. Temporary Removal (Deeds and Documents)

Subject to the limit specified in the Schedule, the insurance provided under this Property Damage Section with respect to deeds and other documents (including stamps thereon), manuscripts, plans and writings of every description, books (written and printed) and Unfixed Media on which Data or Programmes are recorded at the Premises is extended to cover such property whilst temporarily removed from the Premises anywhere within the Territorial Limits.

19. Other Interested Parties

The interest of other parties in this insurance is noted it being understood that in the event of a claim against this Property Damage Section the Named Insured will disclose the nature and extent of such other interest to the Company.

20. Arson and Theft Reward Costs

The insurance provided by this Property Damage Section extends to cover rewards payable for the receipt of information which leads to the prosecution and conviction

of a perpetrator of arson or theft following Damage not otherwise excluded at the Business Premises.

Provided that:

- (a) such rewards are agreed by the Company in writing, and by police or other reputable statutory authority; and
- (b) the Company's total liability under this Cover clause is limited to the limit specified in the Schedule.

21. Trace and Access

Subject to the limits specified in the Schedule, the insurance provided by this Property Damage Section extends to cover costs necessarily and reasonably incurred with the consent of the Company in locating the source of any escape of water from any fixed domestic water services or heating installation, or escape of fuel, oil or gas, including subsequent repair to walls, floors or ceilings, provided that the insurance under this Cover clause shall not apply in respect of the cost of repairs to any fixed domestic water services or heating installation.

22. Clearance of Drains

Subject to the limit specified in the Schedule, the insurance provided by this Property Damage Section extends to cover costs and expenses necessarily incurred by the Named Insured in clearing drains, sewers and gutters the property of the Named Insured or for which the Named Insured is responsible at Business Premises following Damage.

23. Temporary Repairs

The insurance provided by this Property Damage Section extends to cover the costs necessarily and reasonably incurred with the consent of the Company in effecting temporary repairs following Damage hereby insured in order that the Business may continue.

Provided that the Company's liability under this Cover clause is limited to:

- (a) 15% of the total cost of permanent repair or replacement; or
- (b) 15% of the Sum Insured in respect of the item of Property Insured sustaining Damage;

whichever is the lowest in any one Event.

24. Theft of Building Parts

Notwithstanding Property Damage Section Exclusion 3, the insurance provided by this Property Damage Section extends to cover Damage in respect of forcible and violent theft or attempted theft of an external part of the building at the Business Premises or anything attached to it.

Provided that:

- (a) the property sustaining such Damage is Property Insured;
- (b) this Cover clause shall not apply in respect of:
 - (i) any building that has been unoccupied for a period of more than thirty consecutive days at the time such Damage occurs; or
 - (ii) any building that has scaffolding erected to the outside of the building at the time such Damage occurs;
- (c) the Company's liability under this Cover clause is limited to the limit specified in the Schedule; and

- (d) the Named Insured shall be responsible for the first €2,500 in respect of each Event or the Deductible shown in the Schedule (whichever is the greater amount).

25. Loss Prevention and Mitigation Expenditure

The insurance provided by this Property Damage Section extends to cover the costs and expenses reasonably incurred by the Named Insured in:

- (a) preventing or mitigating Damage to Property Insured in the event of imminent Damage not otherwise excluded; or
- (b) preventing or mitigating further Damage not otherwise excluded to Property Insured in consequence of actual Damage to Property Insured not otherwise excluded.

Provided that:

- (i) the impending Damage was not reasonably foreseeable earlier and would be the natural outcome if such costs and expenses were not incurred;
- (ii) the costs and expenses so incurred did prevent or mitigate the Damage;
- (iii) the Company's liability under this Cover clause is limited to the limit specified in the Schedule; and
- (iv) where the same costs and expenses covered under this Cover clause are also covered elsewhere under the Policy, payment shall only be made under one of the applicable Policy provisions.

26. Exhibitions Fairs or Trade Shows

Notwithstanding Property Damage Section Exclusion 13(b), the insurance provided by this Property Damage Section on Property Insured at the Premises extends to cover such property whilst temporarily away from the Premises within the Territorial Limits during the Period of Insurance for the purposes of exhibition, including whilst In Transit, directly to and from such exhibition, provided that:

- (a) the Company's liability under this Cover clause is limited to the limit specified in the Schedule; and
- (b) the insurance under this Cover clause shall not apply in respect of:
 - (i) Property comprising fine art;
 - (ii) Computer and Telecommunication Equipment which is not permanently secured to and fully integrated into an exhibit or exhibition stand;
 - (iii) Damage to Property Insured whilst in or on an unattended vehicle; or
 - (iv) Property more specifically insured under the Optional Extension – Goods in Transit.

27. Reinstatement of Programmes

In the event of accidental loss, distortion, corruption or erasure of Programmes recorded on Media insured by Cover clause - General as a result of Damage insured by Cover clause – General, the Company will pay the costs necessarily and reasonably incurred by the Named Insured in

- (a) the Reinstatement of Programmes, but not for any Reinstatement of Data or for the value to the Named Insured of the Data contained therein; or

- (b) associated documentation and source materials, excluding the value to the Named Insured of the information contained therein.

Provided that the Company's liability under this Cover clause is limited to the Sum Insured for this item in the Schedule any one Event.

28. Reinstatement of Data

In the event of accidental loss, distortion, corruption or erasure of Data, including Research and Development Property, recorded on Media insured by this Property Damage Section as a result of Damage insured by Cover clause – General, the Company will pay the costs necessarily and reasonably incurred by the Named Insured in:

- (a) the Reinstatement of Data, but not for the value to the Named Insured of the Data; or
- (b) associated documentation and source materials, excluding the value to the Named Insured of the information contained therein.

Provided that the Company's liability under this Cover clause is limited to the Sum Insured for this item in the Schedule any one Event.

29. Newly Acquired Property

Subject to the limit specified in the Schedule, the insurance provided by this Property Damage Section on items specified in the Schedule in respect of Buildings, Computer and Telecommunication Equipment, Machinery Plant and All Other Contents and Stock extends to cover such property acquired by consolidation or merger with or purchase or acquisition of another firm, body corporate or entity, insofar as the same are not otherwise insured anywhere within the Territorial Limits.

Provided that the insurance provided under this Cover clause shall not apply:

- (a) in respect of Damage caused by flood; or
- (b) after:
 - (i) 30 days has expired from the date of acquisition;
 - (ii) the Named Insured has provided full information to the Company and the Company has accepted the property for cover under this Policy; or
 - (iii) the Policy is terminated;

whichever is the earlier.

30. Umbrella Property Covers

The insurance provided by this Property Damage Section extends to cover:

(a) Deferred Payments

the amount owed to the Named Insured by its customer for Stock under a written credit agreement or instalment arrangement or deferred payment plan and which the customer has refused to pay following Damage as insured by this Section to such Stock whilst at the premises of the customer within the Territorial Limits;

(b) Unmarketable Property

the reduction in market value of undamaged Property Insured forming part of:

- (i) any Named Insured's product; or

- (ii) any product in the Named Insured's care, custody or control;

which becomes unmarketable as a complete product as a result of Damage insured by this Property Damage Section to other Property Insured at the Premises which is part of the same product.

Property Damage Section Exclusion 15 does not apply to this Umbrella Property Cover – Unmarketable Property;

(c) Recalibration of Quality Control Equipment

the reasonable costs necessarily incurred to recalibrate and test quality control equipment forming part of Property Insured following Damage not otherwise excluded to other Property Insured to achieve functionality of such quality control equipment at a level equivalent to that prior to such Damage;

(d) Rent Payable

the amount of rent which continues to be payable by the Named Insured in respect of the Building or portions of the Building which are unfit for occupation in consequence of Damage not otherwise excluded;

(e) Installation

with respect to products manufactured or supplied by the Named Insured in connection with the Business forming part of Property Insured at the Premises, Damage to such property at any premises of the Named Insured's customers within the Territorial Limits:

- (i) whilst awaiting installation; or
- (ii) during installation;

provided that:

- A. the insurance under this Cover clause 30(e) shall not apply in respect of Damage to property occurring after:
 - (i) the Named Insured's customers have accepted responsibility for such property; or
 - (ii) such property has been situate at any premises of the Named Insured's customers for a period of more than 90 consecutive days; and
- B. the Company will not be liable under this Cover clause 30(e) where indemnity is provided by any other insurance or where but for the existence of this Cover clause 30(e) indemnity would have been provided by such other insurance; or

(f) Stock at Premises of a Potential Customer

Damage to Stock whilst at the premises of any potential customer of the Named Insured within the Territorial Limits before the Named Insured's potential customer has agreed to purchase and accepted responsibility for the Stock.

Provided that:

- 1. the insurance under this Cover clause shall not apply in respect of Damage to Stock occurring after such Stock has been situate at the premises of the Named Insured's potential customer for a period of more than 90 consecutive days.

2. the Company will not be liable under this Cover clause where indemnity is provided by any other insurance or where but for the existence of this Cover clause indemnity would have been provided by such other insurance.

The Named Insured may utilise the limit specified in the Schedule for Umbrella Property Covers for any one or any combination of items (a) – (f) above. Provided that the Company's total liability under this Cover clause is limited to the limit specified in the Schedule.

31. Motor Vehicles

The insurance provided by this Property Damage Section extends to cover motor vehicles the property of the Named Insured whilst on the Business Premises insofar as they are not more specifically insured.

32. Theft from Unattended Vehicle out of Working Hours (Not in Locked Building)

Subject to the Limit specified in the Schedule, the insurance provided by this Property Damage Section on Property Insured is extended to cover Damage to Property Insured away from the Premises caused by theft or attempted theft of the Property Insured from or on an unattended vehicle or trailer out of Working Hours not garaged in a securely closed and locked building or compound.

Provided that:

- (a) all doors, windows and other means of access were secured and locked and alarm (if any) activated, and
- (b) the Property was placed in the boot or similar luggage compartment of the vehicle and effectively concealed from sight and the boot or compartment was securely closed and locked.

This clause does not cover Property more specifically insured under the Optional Extension – Goods in Transit.

Conditions

1. Underinsurance

The Sum Insured by each item of this Property Damage Section is declared to be separately subject to an Underinsurance Condition, unless otherwise stated. The Underinsurance Condition applicable is dependent upon which Basis of Settlement applies and is detailed therein.

2. Unoccupancy

The Named Insured shall notify the Company in writing as soon as is reasonable when any Building or part thereof becomes unoccupied for more than thirty consecutive days and shall pay or agree to pay additional premium if required by the Company. Further the Named Insured shall notify the Company when an unoccupied Building or part thereof becomes occupied.

3. Explosion

In respect of any vessel, machinery or apparatus or its contents belonging to or in the custody or control of the Named Insured for which the Named Insured is responsible, cover against destruction or damage thereto caused by an explosion originating therein is subject to a policy or other contract providing an inspection service that complies with the statutory regulations applying in respect of such vessel, machinery or apparatus.

4. Claims Conditions

(a) Contracting Purchaser's Interest

If, at the time of Damage, the Named 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 or on behalf of the purchaser) shall be entitled to benefit under this Policy without prejudice to the rights and liabilities of the Named Insured or the Company until completion.

(b) Subrogation Waiver

In the event of a claim arising under this Property Damage Section, the Company agrees to waive any rights, remedies or relief to which the Company might become entitled by subrogation against any company:

- (i) standing in the relation of parent to subsidiary to the Named Insured;
- (ii) standing in the relation of subsidiary to parent to the Named Insured; or
- (iii) which is a subsidiary of a parent company of which the Named Insured is a subsidiary;

in each case as defined by current legislation.

(c) Contract Price

In respect only of goods sold but not delivered for which the Named Insured is responsible, and with regard to which under the conditions of the sale the sale contract is cancelled by reason of Damage either wholly or in part, the liability of the Company shall be based on the contract price, and for the purpose of any applicable Underinsurance Condition the value of all goods to which this clause would in the event of Damage be applicable shall be ascertained on the same basis.

(d) Reinstatement

If any Property is to be reinstated or replaced by the Company, the Named Insured shall at its own expense provide all such plans, documents, books and information as may reasonably be required. The Company 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.

(e) Company's Rights following a Claim

On the happening of Damage in respect of which a claim is made, the Company and any person authorised by the Company may without thereby incurring any liability or diminishing any of the Company's rights under this Policy enter, take or keep possession of the Premises where such Damage has occurred and take possession of or require to be delivered to the Company any Property Insured and deal with such Property for all reasonable purposes and in any reasonable manner.

No Property may be abandoned to the Company whether taken possession of by the Company or not.

5. Designation

Where necessary the item heading under which any Property is insured shall be determined by the designation

under which such Property appears in the Named Insured's books.

6. Programmes and Data

The Named Insured shall:

- (a) take all reasonable precautions to prevent accidental loss, distortion, corruption or erasure of Programmes or Data;
- (b) in respect of Programmes, maintain a backup copy of the current version at a location other than the respective Premises where the Media on which the Programmes are recorded is situate; and
- (c) in respect of Data, maintain a weekly full system backup of Data at a location other than the respective Premises where the Media on which the Data is recorded is situate.

Basis of Settlement

The amount payable for each item of Property stated in the Schedule will be in accordance with one of the following Basis of Settlements defined below, for which a Code is shown beside that Item in the Schedule, or the Company at its option may elect to reinstate or replace the Property or any part of it which is lost, destroyed or damaged.

1. Indemnity – Code: INDY

Subject to the following Special Provision, the Company will pay the value of the Property at the time of its Damage or the amount of such Damage whichever is the lesser.

Special Provision

Underinsurance Condition

If any Sum Insured to which this Basis of Settlement applies is at the commencement of Damage less than the total value of the Property covered within such Sum Insured, the amount payable by the Company in respect of such Damage will be proportionately reduced and the Named Insured considered to be its own insurer for the difference.

2. Reinstatement – Code: REINS

Subject to the following Special Provisions, the basis upon which the amount payable in respect of the Property Insured is to be calculated will be Reinstatement of the Property Damaged.

For the purpose of this Basis of Settlement Reinstatement means:

- (a) the rebuilding or replacement of Property Damaged which, provided the liability of the Company is not increased, may be carried out:
 - (i) in any manner suitable to the requirements of the Named Insured; or
 - (ii) upon another site;
- (b) the repair or restoration of Property Damaged;

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

Special Provisions

(a) Repairs and Restoration

The liability of the Company for the repair or restoration of Property Insured sustaining Damage in part only shall not exceed the amount which would have been payable had such Property been entirely destroyed.

(b) Underinsurance Condition

If at the time of reinstatement the sum representing 85% of the cost which would have been incurred in reinstating the whole of the Property Insured covered by any Item to which this Basis applies exceeds its Sum Insured at the commencement of Damage, the amount payable by the Company will not exceed that proportion of the amount of such Damage which the said Sum Insured compares to the total cost of reinstating the whole of such Property Insured at that time.

(c) Unavoidable Betterment of Computer and Telecommunication Equipment

In the event that Damaged Computer and Telecommunication Equipment which is Property Insured cannot be repaired necessitating complete replacement and such Computer and Telecommunication Equipment cannot be replaced with Computer and Telecommunication Equipment of a condition equivalent to or substantially the same as but not better than or more extensive than the Damaged Computer and Telecommunication Equipment's condition when new, the Company will pay the cost of new Computer and Telecommunication Equipment which represents the next best available model.

Provided that the Company shall not be liable for any additional expenditure incurred to ensure compatibility of the new Computer and Telecommunication Equipment with existing Computer and Telecommunication Equipment.

(d) Alternative Basis of Payment

The amount payable will be in accordance with the Indemnity Basis instead of the Reinstatement Basis:

- (i) unless reinstatement commences and proceeds without unreasonable delay;
- (ii) until the cost of reinstatement has been incurred; or
- (iii) if the Property at the time of Damage is insured by any other insurance taken out by or on behalf of the Named Insured which is not written on the same basis of reinstatement as defined.

3. Day One Reinstatement – Code: DAY ONE

Subject to the following Special Provisions, the basis upon which the amount payable for the Property Insured is to be calculated is the same as the Reinstatement Basis of Settlement except that special provision 2(b) Underinsurance Condition is restated as follows:

If at the time of Damage the Declared Value of the Property Insured covered by such item is less than the cost of reinstatement at the time cover on this Basis is taken out, then the Company's liability for the Damage will not exceed that proportion of the Damage which the Declared Value bears to such cost of reinstatement.

Special Provisions

- (a) The Premium has been calculated on the basis of the Declared Value stated in writing to the Company.
- (b) As used in this Basis of Settlement, Declared Value means the Insured's assessment of the cost of Reinstatement of the Property Insured, arrived at in accordance with the Reinstatement Basis of Settlement paragraph 2(a) at the level of costs

applying at the commencement of the Period of Insurance (ignoring inflationary factors which may operate subsequently), together with in so far as the insurance by the item provides due allowance for:

- (i) Removal of Debris;
- (ii) Professional Fees; and
- (iii) complying with Public Authority Requirements.

- (c) At the commencement of each Period of Insurance the Named Insured will notify the Company of the Declared Value of the Property Insured by each item. In the absence of such declaration the last amount declared by the Named Insured will be taken as the Declared Value for the ensuing Period of Insurance.
- (d) The Declared Value for each item of Property insured in accordance with this Basis of Settlement is the amount shown in the brackets below the Sum Insured in respect of each item on the Property Damage Specification.
- (e) The liability of the Company in respect of Property insured in accordance with this Basis of Settlement is limited to:
 - (i) the Declared Value applicable to each item multiplied by the Day One Adjustment figure specified in the Schedules; or
 - (ii) if special provision 2(d) of the Reinstatement Basis (Alternative Basis of Payment) applies, the Declared Value applicable to each item as specified in the Schedules.

4. Rent – Code: RENT

Subject to the following special provisions, in respect of Rent of Buildings which suffer Damage the Company will pay:

- (a) if the loss relates to rent receivable by the Named Insured and where insured by the relevant item in the Schedule:
 - the actual reduction in rent received solely in consequence of the Damage but not reduction in rent once the Building or portions of the Building become fit for occupation;
- (b) if the loss relates to rent payable by the Named Insured and where insured by the relevant item in the Schedule:
 - the amount of rent which continues to be payable by the Named Insured in respect of the Building or portions of the Building which are unfit for occupation in consequence of the Damage;

but the Company's liability will be limited to the loss suffered within the period of rent insured (as specified in the Schedule) which commences from the date of the Damage.

Special Provisions

(a) Insurable Amount

For the purpose of the Underinsurance Condition, the Insurable Amount is the annual rent receivable or the annual rent payable at the commencement of the Period of Insurance, such amount to be proportionately increased to correspond with the period of rent insured where that period exceeds twelve months.

(b) Underinsurance Condition

If any Sum Insured to which this Basis of Settlement applies is at the commencement of Damage less than the Insurable Amount, the amount payable by the Company in respect of such Damage will be proportionately reduced and the Named Insured considered to be their own insurer for the difference.

5. Research and Development Property – Code: RDPROP

Subject to the following Special Provisions, the basis upon which the amount payable in respect of Research and Development Property will be the Reinstatement of the Research and Development Property Damaged.

For the purpose of this Basis of Settlement Reinstatement means the repair, reworking or replacement of Research and Development Property which, provided the liability of the Company is not increased, may be carried out:

- (a) in any manner suitable to the requirements of the Named Insured; or
- (b) upon another site;

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

Special Provisions

(a) Repair, Reworking or Replacement

The liability of the Company for the repair, reworking or replacement of Research and Development Property sustaining Damage in part only shall not exceed the amount which would have been payable had the Research and Development Property been entirely destroyed.

(b) Abandonment

The Company shall have no liability in respect of Research and Development Property that is not repaired, reworked or replaced.

(c) Other Insurance

Notwithstanding General Condition – General Contribution and Average, if the Research and Development Property is, at the time of the Damage, insured by any other insurance effected by or on behalf of the Named Insured, the liability of the Company for the Damage will be in accordance with this Research and Development Basis of Settlement.

Exclusions

The insurance provided under this Property Damage Section does not cover:

1. Damage caused by or consisting of:
 - (a) inherent vice, latent defect, gradual deterioration, wear and tear, frost, change in water table level, or the property's own faulty or defective design or materials;
 - (b) the bursting of a boiler (not being a boiler used for domestic purposes only), economiser or other vessel, machine or apparatus in which internal pressure is due to steam only and belonging to or under the control of the Named Insured;
 - (c) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds; or

- (d) faulty or defective workmanship or operational error or omission on the part of the Named Insured or any Employee;

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

2. (a) Damage caused by or consisting of:

- (i) corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin, insects, humidity, contamination or action of light;
- (ii) change in temperature, colour, flavour, texture or finish; or
- (iii) the freezing, solidification or inadvertent escape of molten material;

but this shall not exclude:

- A. such Damage as described in paragraphs (i) to (iii) above which itself results from another cause not otherwise excluded; or
- B. subsequent Damage which itself results from a cause not otherwise excluded.

(b) Damage consisting of:

- (i) joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any range of steam and feed piping in connection therewith, but this shall not exclude
 - A. such Damage as described which itself results from another cause not otherwise excluded; or
 - B. subsequent Damage which itself results from a cause not otherwise excluded; or
- (ii) breakdown or derangement in respect of the particular machine, apparatus or equipment in which the breakdown or derangement originates, but this shall not exclude:
 - A. such Damage as described which itself results from another cause not otherwise excluded;
 - B. subsequent breakdown or derangement to surrounding property not forming part of the same machine, apparatus or equipment; or
 - C. other subsequent Damage which itself results from a cause not otherwise excluded.

3. Damage caused by theft or attempted theft of the Property Insured from the Premises as stated in the specification to the Schedule forming part of this Property Damage Section;

but this shall not exclude Damage caused by theft or attempted theft of the Property Insured:

- (a) from within the buildings (but not outbuildings) at the Premises;
- (b) from outbuildings at the Premises where accompanied by forcible and violent entry to or exit from the outbuildings or by violence to persons or threat of violence to persons; or

- (c) from the grounds at the Premises where accompanied by forcible and violent entry to or exit from grounds at the Premises or by violence to persons or threat of violence to persons;

provided that the Premises have not been unoccupied for a period of more than thirty consecutive days.

This exclusion shall not apply to subsequent Damage which itself results from a cause not otherwise excluded.

4. Damage to Property Insured:

- (a) away from the Premises caused by theft or attempted theft of the Property Insured:
 - (i) from or on an unattended vehicle or trailer during Working Hours unless all doors, windows and other means of access were secured and locked and alarm (if any) activated, and in respect of an unattended vehicle the Property was placed in the boot or similar luggage compartment of the vehicle and effectively concealed from sight and the boot or compartment was securely closed and locked;
 - (ii) from or on an unattended vehicle or trailer out of Working Hours unless all doors, windows and other means of access were secured and locked and alarm (if any) activated, and in respect of an unattended vehicle the Property was placed in the boot or similar luggage compartment of the vehicle and effectively concealed from sight and the boot or compartment was securely closed and locked and such vehicle or trailer was garaged in a securely closed and locked building or compound except as provided under the Theft from Unattended Vehicle out of Working Hours cover clause;
 - (iii) from or on an unattended soft topped, open topped or open sided vehicle or trailer unless also involving theft of the vehicle or trailer; or
 - (iv) where the Property is otherwise left unattended, unless contained in a locked building of substantial construction or in a secure locked room.
- (b) in or on soft topped, open topped or open sided vehicles or trailers if caused by:
 - (i) storm, tempest, water, hail, frost or snow; or
 - (ii) malicious persons when the vehicle or trailer is left unattended out of Working Hours.

For the purposes of this exclusion unattended means that the Named Insured or any person to whom the Named Insured has entrusted the care, custody and control of Property is unable to exercise control over or otherwise unable to influence events affecting the Property.

5. Damage caused by pollution or contamination, but this shall not exclude Damage to the Property Insured not otherwise excluded caused by:

- (a) pollution or contamination which itself results from a Defined Peril; or
- (b) a Defined Peril which itself results from pollution or contamination.

6. Damage caused by or consisting of:

- (a) subsidence, ground heave or landslip, unless resulting from fire, explosion, earthquake or the escape of water from any tank, apparatus or pipe;
 - (b) normal settlement or bedding down of new structures;
 - (c) dishonesty, fraudulent action, trick, device or other false pretence by any Employee, partner or director of the Named Insured whether acting alone or in collusion with others; or
 - (d) disappearance, unexplained or inventory shortage, misfiling or misplacing of information.
7. Damage to Buildings or structures thereat caused by their own collapse or cracking, unless resulting from a Defined Peril and not otherwise excluded.
8. Damage caused by wind, rain, hail, sleet, snow, flood or dust to moveable Property in the open or to fences or gates.
9. Damage to that part of the Property:
 - (a) caused by fire resulting from its undergoing any heating process or any process involving the application of heat; or
 - (b) resulting from its undergoing any process of production, packing, treatment, commissioning, servicing or repair.
10. Damage in respect of any Building or any property within such Building which is unoccupied for a period of more than thirty consecutive days, other than Damage caused by fire, lightning, explosion, aircraft or other aerial devices or articles dropped therefrom, subject to the following Special Condition:

Special Condition

The Named Insured shall ensure that:

 - (a) such unoccupied buildings are secured against illegal entry and all external doors and accessible external windows are fitted with good quality locks;
 - (b) all services other than limited services required for security guards, fire and intruder alarms shall be disconnected unless otherwise agreed by the Company in writing;
 - (c) all letter boxes shall be sealed to prevent insertion of material;
 - (d) perimeter fences, walls and gates shall be kept complete and maintained;
 - (e) such unoccupied buildings shall be kept clear both internally and externally of combustible materials and not be used for storage;
 - (f) vegetation surrounding such unoccupied buildings shall be kept down; and
 - (g) the Business Premises shall be inspected thoroughly internally and externally at least once every seven days (or at a frequency agreed by the Company in writing) by the Named Insured or a responsible person appointed by the Named Insured and a record maintained of such inspections and any defects rectified without delay.
11. Damage in respect of:
 - (a) vehicles requiring a licence for road use (including accessories thereon), caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft;
 - (b) 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;
 - (c) land, piers, jetties, bridges, culverts or excavations; or
 - (d) livestock, growing crops or trees or other growing vegetation;unless specifically mentioned as insured by this Property Damage Section.
12. property which at the time of the happening of Damage is insured by or would but for the existence of this Policy be insured by any marine policy or policies, 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.
13. Damage in respect of:
 - (a) Money; or
 - (b) Stock In Transit, unless specifically mentioned as insured by this Property Damage Section or where any Location Code applies to cover Stock away from any Premises.
14. any property more specifically insured by or on behalf of the Named Insured.
15. consequential loss or damage of any kind or description, except loss of rent when such loss is included in the cover under this Property Damage Section.
16. Damage directly or indirectly caused by, resulting from or consisting of the failure of any computer or other equipment or system for processing, storing or retrieving data, whether the property of the Named Insured or not, to correctly:
 - (a) recognise any date as its true calendar date;
 - (b) capture, save, retain, manipulate, interpret or process any data or information or command or instruction, as a result of treating any date otherwise than as its true calendar date; or
 - (c) capture, save, retain or process any data as a result of the operation of any command which has been programmed into any computer software, being a command which causes the loss of data or the inability to capture, save, retain or correctly to process such data on or after any date;but this shall not exclude subsequent Damage not otherwise excluded which itself results from a Defined Peril or theft or attempted theft where such failure is not the result of wilful misconduct by the Named Insured and the Named Insured has undertaken all reasonable efforts to prevent such failure and to mitigate the consequences of any such failure.
17. Damage caused by or resulting from:
 - (a) the unauthorised access to;
 - (b) the use of authorised access to cause intentional harm to;
 - (c) a denial-of-service attack against; or

- (d) the introduction of a Virus into;
a computer system.

Provided this exclusion shall not apply to Damage not otherwise excluded which itself results from fire, lightning, explosion or escape of water from any tank, apparatus or pipe.

18. Damage in respect of jewellery, precious stones, precious metals, bullion, furs, curiosities, works of art or rare books unless specifically mentioned as insured by this Property Damage Section.
19. loss, distortion, corruption or erasure of Programmes or Data recorded on Media, unless such loss, distortion, corruption or erasure of Programmes or Data itself results from other Damage to Property Insured and is not otherwise excluded.

Optional Extension – Goods in Transit

THE TERMS OF THIS OPTIONAL EXTENSION ARE SUBJECT OTHERWISE TO THE TERMS OF THE PROPERTY DAMAGE SECTION AND THE GENERAL DEFINITIONS, CONDITIONS AND EXCLUSIONS.

Cover

Notwithstanding Property Damage Section Exclusions 12 and 13(b), the insurance provided by this Property Damage Section extends to indemnify the Insured, subject to the applicable Any One Loss Limit as specified in the Schedule, by payment (or at the Company's option by repair reinstatement or replacement) for Damage to the Property whilst In Transit by the method of conveyance shown in the Schedule:

- (a) anywhere in the Territorial Limits, including sea or air transits between these territories in respect of method of conveyance A and B (other than by parcel post) where insured; and
- (b) anywhere in the world by parcel post where insured;

in connection with the Business during the Period of Insurance.

In addition the Company will:

1. pay costs and expenses necessarily incurred by the Named Insured up to 10% of the Schedule Limits in:
 - (a) removing or reloading the Property or any part thereof;
 - (b) removing debris of such Property; or
 - (c) dismantling or breaking up such Property;
 following damage to or spillage of the Property from any road vehicle or trailer following an accident to such vehicle or trailer;
2. pay salvage or general average costs where applicable;
3. indemnify for Damage to tarpaulins, chains, sheets and ropes belonging to or which are the responsibility of the Named Insured arising out of an Event which is otherwise the subject of indemnity under this Optional Extension, subject to the Limit for tarpaulins, chains, sheets and ropes specified in the Schedule; or
4. subject to the Limit specified in the Schedule, indemnify for Damage to Property Insured away from the Premises caused by theft or attempted theft of the Property Insured from or on an unattended vehicle or trailer out of Working Hours not garaged in a securely closed and locked building or compound.

Provided that:

- (a) all doors, windows and other means of access were secured and locked and alarm (if any) activated, and
- (b) the Property was placed in the boot or similar luggage compartment of the vehicle and effectively concealed from sight and the boot or compartment was securely closed and locked.

Exclusions

The insurance provided under this Optional Extension does not cover Damage to:

1. explosive goods, any other goods of a dangerous nature, deeds, plans, designs, documents, manuscripts, business books or computer system records.
2. wines, spirits or tobacco.

3. Property placed on the open deck of a vessel unless packed in a secured container or secured hard topped vehicle or trailer.
4. Property:
 - (a) whilst In Transit by method of conveyance A caused by theft or attempted theft of the Property:
 - (i) from or on an unattended vehicle or trailer during Working Hours unless all doors, windows and other means of access were secured and locked and alarm (if any) activated, and in respect of an unattended vehicle the Property was placed in the boot or similar luggage compartment of the vehicle and effectively concealed from sight and the boot or compartment was securely closed and locked;
 - (ii) from or on an unattended vehicle or trailer out of Working Hours unless all doors, windows and other means of access were secured and locked and alarm (if any) activated, and in respect of an unattended vehicle the Property was placed in the boot or similar luggage compartment of the vehicle and effectively concealed from sight and the boot or compartment was securely closed and locked and such vehicle or trailer was garaged in a securely closed and locked building or compound except as provided under Optional Extension – Goods In Transit Cover clause 4;
 - (iii) from or on an unattended soft topped, open topped or open sided vehicle or trailer unless also involving theft of the vehicle or trailer; or
 - (iv) where the Property is otherwise left unattended, unless contained in a locked building of substantial construction or in a secure locked room.
 - (b) in or on soft topped, open topped or open sided vehicles or trailers if caused by:
 - (i) storm, tempest, water, hail, frost or snow; or
 - (ii) malicious persons when the vehicle or trailer is left unattended out of Working Hours.

For the purposes of this exclusion unattended means that the Named Insured or any person to whom the Named Insured has entrusted the care, custody and control of Property is unable to exercise control over or otherwise unable to influence events affecting the Property.

5. Property caused by or attributable to defective packing or incorrect or insufficient addressing.
6. Property carried by or despatched by the Named Insured for hire or reward.
7. Property caused by or arising out of mechanical or electrical breakdown or derangement, wear and tear, action of light, deterioration, mildew, moth, vermin and the like unless external Damage has occurred.
8. Property caused by bruising, scratching, chipping or denting.
9. furniture, glass or other brittle objects, unless caused by fire, theft or accident to the mode of carriage.

Optional Extension – Money and Personal Accident (Assault)

THE TERMS OF THIS OPTIONAL EXTENSION ARE SUBJECT OTHERWISE TO THE TERMS OF THE PROPERTY DAMAGE SECTION AND THE GENERAL DEFINITIONS, CONDITIONS AND EXCLUSIONS.

Part A – Money

Cover

Notwithstanding Property Damage Section Exclusions 6(c) and 13(a), the insurance provided by this Property Damage Section extends to cover the following, subject to the limits specified in the Schedule or as hereunder:

1. Loss of Money the property of the Named Insured or for which the Named Insured is responsible in the course of the Business:
 - (a) on the Business Premises;
 - (b) in transit, but this paragraph (b) does not apply if paragraph (a), (c), (d), (e) or (f) applies;
 - (c) deposited in bank night safe until removed by a bank official;
 - (d) at the private dwelling of the Named Insured's directors, partners or authorised Employees;
 - (e) in the custody of representatives of the Named Insured for twenty four hours from the time of receipt or until the next working day whichever is the later; or
 - (f) on site of contracts or exhibitions whilst the Named Insured's Employees are working thereat.
2. Damage to any case, bag or waistcoat used for the carriage of Money following theft of Money or any attempt thereat occurring in the course of the Business up to the limit specified in the Schedule.
3. Damage to any safe, strongroom or franking machine resulting from theft of Money or any attempt thereat.
4. Damage to clothing and personal effects belonging to the Named Insured or any director, partner or Employee of the Named Insured following theft of Money or any attempt thereat occurring in the course of the Business up to a limit the limit specified in the Schedule.
5. Loss incurred as a result of use by an unauthorised person of any credit card belonging to the Named Insured or for which the Named Insured is responsible which was lost or stolen and arising before the credit card company has received notification that the card has been lost or stolen.

Provided that:

- (a) this Cover clause shall not apply in respect of:
 - (i) any loss brought about by any failure to comply with the terms under which the credit card was issued;
 - (ii) any credit card issued personally to any director or Employee of the Named Insured;
 - (iii) losses arising after 48 hours from discovery of loss of the card; or
 - (iv) losses covered in whole or part by any other insurance, except in respect of any excess beyond the amount which would have been

payable under such other insurance had this Cover clause not been effected; and

- (b) the Company's liability under this Cover clause is limited to the limit specified in the Schedule.

Conditions

The Named Insured shall:

- (a) keep a complete record of Money in transit and at the Business Premises, but this shall not apply to petty cash floats at the Business Premises where the total amount of such floats does not exceed €100 in total any one Event;
- (b) deposit such record in a secure place other than any safe or strongroom containing the Money;
- (c) keep any safe or strongroom locked outside Business Hours, and the keys thereof shall not be left on the Business Premises unless the Business Premises are occupied by the Named Insured or an authorised Employee, in which case such keys if left on the Business Premises shall be deposited in a secure place not in the vicinity of any safe or strongroom; and
- (d) maintain the following minimum standards of precaution for the safety of negotiable Money (being Money other than as described in 1 of Part A – Money in the Schedule) in transit at all times:

- (i) The times of transits routes and conveyances used shall be varied as far as possible; and
- (ii) In respect of any one transit the following minimum number of adults shall carry the Money which shall be divided equally between them:

Amount	No. of persons
€1 to €5,000	1
€5,001 to €10,000	2
€10,001 to €15,000	3
€15,001 and over	Specialist Security Company.

Exclusions

The insurance provided under this Optional Extension does not cover:

- (a) shortages due to clerical or accounting errors.
- (b) loss resulting from the fraud or dishonesty of any director, partner or Employee of the Named Insured;
 - (i) not discovered within seven working days of the occurrence, provided that the Company's liability in respect of such loss discovered within seven working days is limited to €10,000 any one Event; or
 - (ii) more specifically insured by any other policy or policies, except in respect of any excess beyond the amount payable under such other policy or policies, provided that the Company's liability in respect of any such excess is limited to €10,000 any one Event.
- (c) loss or damage arising elsewhere than in the Republic of Ireland, Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.
- (d) loss of Money from:
 - (i) vending or gaming machines or automated money operated machinery; or
 - (ii) unattended vehicles.

- (e) loss resulting from forgery, fraudulent alteration or substitution or fraudulent use of a computer or electronic transfer but this shall not exclude loss covered under Cover clause 5 of this cover.
- (f) loss resulting from depreciation in value or due to dishonoured cheques.
- (g) loss suffered as the result of a business transaction.

Part B – Personal Accident (Assault)

Cover

The Company shall pay to the Named Insured the amount of the Benefit specified in the Schedule in respect of any of the Contingencies happening to an Insured Person as a result of theft or attempt thereof arising in the course of the Business.

Contingencies

Contingencies means bodily injury caused by violent, accidental, external and visible means, resulting directly, solely and independently of other causes in:

1. death occurring within twenty four months of such bodily injury;
2. permanent loss of all sight in one or both eyes occurring within twenty four months of such bodily injury;
3. Loss of Limb to one or more limbs occurring within twenty four months of such bodily injury;
4. temporary total disablement from engaging in or giving attention to an Insured Person's profession or occupation, commencing within 12 calendar months of such bodily injury; or
5. permanent and total disablement (other than by Loss of Limb or loss of sight), which on the expiration of 104 weeks from the date of such bodily injury shall permanently and totally disable an Insured Person from following or engaging in or giving attention to any kind of profession or occupation.

Conditions

- (a) This Optional Extension applies only to:
 - (i) persons between the ages of 18 and 70 years at the commencement of the Period of Insurance; and
 - (ii) contingencies occurring within Territorial Limits.
- (b) The Company will not pay benefits under more than one of the contingencies 1 to 3 and 5 in connection with the same injury.
- (c) The Company's payment of benefits under one of the contingencies 1 to 3 or 5 will end the cover granted under this Optional Extension in so far as it applies to the person concerned.
- (d) The Company will not pay benefits under contingency 4 for more than 104 weeks in respect of any one injury, calculated from the date of commencement of disablement.
- (e) If and when benefit becomes payable under any of contingencies 1 to 3 or 5, the Company will stop paying any weekly benefit being paid in connection with the same injury under contingency 4, and will deduct any weekly benefit already paid under contingency 4 from the benefit payable under contingencies 1 to 3 or 5.
- (f) All certificates, information and evidence required by the Company shall be furnished at the expense of the Named

Insured, and shall be in such form and of such nature as the Company may prescribe. An Insured Person, as often as required, shall submit to medical examination on behalf of the Company at the Insured Person's own expense in respect of any alleged bodily injury. The Company shall, in the event of the death of an Insured Person, be entitled to have a post-mortem examination at its own expense.

Optional Extension – Deterioration of Stock

THE TERMS OF THIS OPTIONAL EXTENSION ARE SUBJECT OTHERWISE TO THE TERMS OF THE PROPERTY DAMAGE SECTION AND THE GENERAL DEFINITIONS, CONDITIONS AND EXCLUSIONS.

Cover

Notwithstanding Property Damage Section Exclusions 1(a), 2 or 5, the insurance provided by this Property Damage Section extends to cover Damage to Property Insured or any part thereof whilst contained in the Plant by deterioration, contamination, putrefaction or otherwise caused by:

- (a) rise or fall in temperature in consequence of:
 - (i) the failure of the Plant due to its own inherent devices or accidental means; or
 - (ii) the accidental failure of the public supply of electricity at the terminal end of the public electricity supply undertaking's service feeders at the Premises, including (notwithstanding anything herein to the contrary) accidental failure solely due to destruction or damage by fire, lightning, explosion or earthquake elsewhere than at the said Premises; or
- (b) accidental leakage of refrigerant or refrigerant fumes.

The Company will by payment or at its option by reinstatement indemnify the Named Insured against such Damage, in accordance with the Basis of Settlement – Indemnity.

Provided that the Company's liability under this Optional Extension during any one Period of Insurance is limited to:

- (a) in respect of any one item of the Property, the sum set opposite thereto in the Schedule to this Optional Extension; and
- (b) in respect of all Damage, the Total Sum Insured under this Optional Extension.

Exclusions

The insurance provided under this Optional Extension does not cover:

1. Damage caused by failure of the public supply of electricity occasioned by the deliberate act of any Electricity Authority or by the exercise by any such Authority of its power to withhold or restrict supply.
2. Damage caused by failure to comply with the manufacturers' instructions or the use of components not approved by the manufacturers.
3. Damage caused by error in operation of the Plant.
4. Damage as a result of failure of any Plant which is over 10 years old.

Conditions

1. The Named Insured shall take all reasonable precautions for the safety of the Property, and immediately upon having knowledge of any event giving rise or likely to give rise to a claim under this Optional Extension shall give immediate notice thereof to the Company, and the Company's risk in respect of the Plant shall forthwith cease until the said Plant shall have been repaired to the satisfaction of the Company.
2. The Named Insured shall ensure that all Plant is serviced in accordance with the manufacturers' recommended standards.

Business Interruption Section

Cover

If any building or other property or part thereof used by the Named Insured at the Business Premises identified against each item in the Schedule for the purpose of the Business be the subject of Damage during the Period of Insurance and in consequence the Business at that Business Premises be interrupted or interfered with, then the Company will pay to the Named Insured the amount of loss resulting from such interruption or interference in respect of each item in the Schedule in accordance with the Basis of Settlement identified by the Basis of Settlement Code shown against the item in the Schedule.

Provided that:

1. at the time of the happening of the Damage there shall be in force an insurance covering the interest of the Named Insured in the property at the Business Premises (or elsewhere where loss as insured hereunder is so extended to apply in respect of property belonging to the Named Insured or for which they are legally responsible) against such Damage, and that:
 - (a) payment shall have been made or liability admitted therefor; or
 - (b) payment would have been made or liability admitted therefor but for the operation of a proviso in such insurance excluding liability for losses below a specified amount.
2. the Company's liability under this Business Interruption Section in respect of any item shall be limited to:
 - (a) its Sum Insured or Limit of Liability or any other applicable limit stated in the Schedule or elsewhere in the Policy at the time of the Damage; or
 - (b) its Sum Insured or Limit of Liability or any other applicable limit remaining after deduction for any other loss, destruction or interference consequent upon Damage occurring during the same Period of Insurance, unless the Company shall have agreed to reinstate any such Sum Insured or Limit of Liability or other applicable limit or where otherwise stated as applying in respect of any one Event.
3. where the insurance covering the interest of the Named Insured in the property against such Damage is not under this Policy but under another insurance then all conditions that apply to the Property Damage Section of this Policy will also apply to the Business Interruption Section.

Memoranda

1. Opening and Closing Stock

The amounts of the opening and closing stock and work in progress shall be arrived at in accordance with the Named Insured's normal accountancy methods, due provision being made for depreciation.

2. Accountants

Any particulars or details in the Named Insured's books of account or other business books or documents which may be required by the Company under General Condition – Claims (Duties owed by the Insured) for the purpose of investigating or verifying any claim hereunder may be produced by professional accountants if at the time they are regularly acting as such for the Named Insured, and their report shall be prima facie evidence of the particulars and details to which such report relates.

The Company will pay to the Named Insured the reasonable charges payable by the Named Insured to their professional accountants for producing such particulars or details or any other proofs information or evidence as may be required by the Company under the terms of General Condition – Claims (Duties owed by the Insured), and reporting that such particulars or details are in accordance with the Named Insured's books of account or other business books or documents.

Provided that the Company's liability for charges payable under this Memoranda when aggregated with any amount otherwise payable under the Section shall be limited to the applicable Sum Insured or Limit of Liability or other applicable limit.

3. Automatic Reinstatement

In the absence of written notice by the Company or the Named Insured to the contrary within 30 days of notification of any loss, then in consideration of the insurance not being reduced by the amount of such loss the Named 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. Current Cost Accounting

For the purpose of this Business Interruption Section any adjustment implemented in current cost accounting shall be disregarded.

5. Value Added Tax

To the extent that the Named Insured is accountable for Value Added Tax to the authorities, all terms in this Business Interruption Section shall be exclusive of such tax.

6. Alternative Trading

If goods be sold or services rendered during the Indemnity Period elsewhere than at the Business Premises for the benefit of the Business either by the Named Insured or by others on the Named Insured's behalf, the money paid or payable in respect of such sales or services shall be brought into account in arriving at the Turnover or Rent Receivable or Gross Revenue (as insured) during the Indemnity Period.

7. Payments on Account

Any claim settlement payments will be made to the Named Insured monthly during the Indemnity Period if desired.

8. Accumulated Stock

In adjusting any loss account shall be taken and an equitable allowance made if any shortage in Turnover due to Damage is postponed by reason of the Turnover being temporarily maintained from accumulated stocks of finished goods on the Named Insured's Business Premises.

9. Salvage Sale (applicable only to Basis of Settlement Code GP or DLGP or GPFL)

If, following Damage giving rise to a claim under this Business Interruption Section, the Named Insured shall hold a salvage sale during the Indemnity Period, clause (a) Reduction in Turnover of the applicable Basis of Settlement item shall, for the purpose of such claim, read as follows:

- (a) **Reduction in Turnover** for which the amount payable as indemnity hereunder shall be the sum produced by applying the Rate of Gross Profit to the amount by which the Turnover during the Indemnity Period (less the Turnover for the period of the salvage sale) shall in consequence of the Damage

fall short of the Standard Turnover, from which sum shall be deducted the Gross Profit actually earned during the period of the salvage sale; and

10. Programmes and Data

The Named Insured shall:

- (a) take all reasonable precautions to prevent accidental loss, distortion, corruption or erasure of Programmes or Data;
- (b) in respect of Programmes, maintain a backup copy of the current version at a location other than the respective Business Premises where the Media on which the Programmes are recorded is situate; and
- (c) in respect of Data, maintain a weekly full system backup of Data at a location other than the respective Business Premises where the Media on which the Data is recorded is situate.

11. Unoccupancy

The Named Insured shall notify the Company in writing as soon as is reasonable when any building or part thereof at the Business Premises becomes unoccupied for more than thirty consecutive days and shall pay or agree to pay additional premium if required by the Company. Further the Named Insured shall notify the Company when an unoccupied building or part thereof becomes occupied.

12. Explosion

In respect of any vessel, machinery or apparatus or its contents belonging to or in the custody or control of the Named Insured for which the Named Insured is responsible, cover against destruction or damage thereto caused by an explosion originating therein is subject to a policy or other contract providing an inspection service that complies with the statutory regulations applying in respect of such vessel, machinery or apparatus.

13. New Business Clause (applicable only to Basis of Settlement Code GP or DLGP or GPFL)

For the purpose of any claim arising from Damage occurring before the completion of the first year's trading of the Business at the Business Premises, the terms Standard Turnover and Rate of Gross Profit shall bear the following meanings and not as within stated:

Rate of Gross Profit means the rate of Gross Profit earned on the Turnover during the period between the commencement of the Business and the date of the Damage, to which such adjustments shall be made as may be necessary to provide for the trend of the Business and for variations in or other special circumstances affecting the Business either before or after the Damage or which would have affected the Business had the Damage not occurred, so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which, but for the Damage, would have been obtained during the relative period after the Damage.

Standard Turnover means the proportional equivalent for a period equal to the Indemnity Period of the Turnover during the period between the commencement of the Business and the date of the Damage, to which such adjustments shall be made as may be necessary to provide for the trend of the Business and for variations in or other special circumstances affecting the Business either before or

after the Damage or which would have affected the Business had the Damage not occurred, so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which, but for the Damage, would have been obtained during the relative period after the Damage.

14. Subrogation Waiver

In the event of a claim arising under this Business Interruption Section, the Company agrees to waive any rights, remedies or relief to which the Company might become entitled by subrogation against any company:

- (a) standing in the relation of parent to subsidiary to the Named Insured;
- (b) standing in the relation of subsidiary to parent to the Named Insured; or
- (c) which is a subsidiary of a parent company of which the Named Insured is a subsidiary;

in each case as defined by current legislation.

15. Uninsured Standing Charges (applicable only to Basis of Settlement Code GP or DLGP or GPFL)

If any standing charges of the Business are not insured by this Business Interruption Section (having been deducted in arriving at the Gross Profit as defined herein), then in computing the amount recoverable hereunder as Increase in Cost of Working, that proportion only of any additional expenditure shall be brought into account which the sum of the Gross Profit bears to the sum of the Gross Profit and the uninsured standing charges.

16. Departmental Clause (applicable only to Basis of Settlement Code GP or DLGP or GPFL)

If the Business is conducted in departments, the independent trading results of which are ascertainable, the provisions of clauses (a) and (b) of the item on Gross Profit shall apply separately to each department affected by the Damage, except that if the Sum Insured by the said item is less than the aggregate of the sums produced by applying the Rate of Gross Profit for each department of the Business (whether affected by the Damage or not) to its relative Annual Turnover (or to a proportionately increased multiple thereof where the Maximum Indemnity Period shown in the Schedule exceeds twelve months) the amount payable shall be proportionately reduced.

Basis of Settlement – Gross Profit: Code GP

The insurance under this item is limited to loss of Gross Profit due to:

- (a) **Reduction in Turnover**, for which the amount payable as indemnity hereunder shall be the sum produced by applying the Rate of Gross Profit to the amount by which the Turnover during the Indemnity Period shall in consequence of the Damage fall short of the Standard Turnover; and
- (b) **Increase in Cost of Working**, for which the amount payable as indemnity hereunder shall be 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 sum produced by applying the Rate of Gross Profit to the amount of the reduction thereby avoided;

less any sum saved during the Indemnity Period in respect of the charges and expenses of the Business payable out of Gross Profit as may cease or be reduced in consequence of the Damage.

Provided always that, if the Sum Insured by this item shall be less than the sum produced by applying the Rate of Gross Profit to the Annual Turnover (or to a proportionately increased multiple thereof where the Maximum Indemnity Period shown in the Schedule exceeds twelve months), the amount payable shall be proportionately reduced.

TAX RELIEF (where appearing as a numbered item in the Schedule)

The insurance under this item is limited to:

- (a) **Reduction in Tax Relief**, for which the amount payable as indemnity hereunder shall be the amount by which the Tax Relief in the financial year or years containing the Indemnity Period falls short of the Tax Relief to which the Insured would, but for the Damage, have been entitled in the said financial year or years; and
- (b) **Increase in Cost of Working**, for which the amount payable as indemnity hereunder shall be so much of the additional expenditure, beyond that recoverable under clause (b) Increase in Cost of Working of the Gross Profit item, as the Insured shall necessarily and reasonably incur during the Indemnity Period in consequence of the Damage for the purpose of avoiding or diminishing the reduction in Turnover, but not more than the additional amount which would have been payable under clause (b) of this item had such expenditure not been incurred, provided that if the Sum Insured for this Item is less than the Tax Relief Insurable Amount the amount payable shall be proportionately reduced.

Additional Increase in Cost of Working (where appearing as a numbered item in the Schedule) The insurance under this item is limited to:

Additional Increase in Cost of Working, for which the amount payable as indemnity hereunder shall be such additional expenditure, beyond that recoverable under clause (b) Increase in Cost of Working of the Gross Profit item, as the Insured shall necessarily and reasonably incur during the Indemnity Period in consequence of the Damage for the purpose of avoiding or diminishing the Reduction in Turnover.

Additional Memoranda

Return of Premium

The Named Insured shall furnish to the Company not later than six months after the expiry of each Period of Insurance a declaration, confirmed by the Named Insured's auditors, of the Gross Profit during the accounting period of twelve months most nearly concurrent with such Period of Insurance. In the event the Gross Profit (or a proportionately increased multiple thereof where the Maximum Indemnity Period shown in the Schedule exceeds twelve months) during the accounting period of twelve months most nearly concurrent with any Period of Insurance is less than the Sum Insured, a pro-rata return of premium not exceeding 50% of the premium paid on the Sum Insured for such Period of Insurance will be made in respect of the difference. If any Damage shall have occurred giving rise to a claim under this Item, such return shall be made in respect only of so much of this difference as is not due to the Damage.



Basis of Settlement – Declaration Linked Gross Profit: Code DLGP

The insurance under this item is limited to loss of Gross Profit due to:

- (a) **Reduction in Turnover**, for which the amount payable as indemnity hereunder shall be the sum produced by applying the Rate of Gross Profit to the amount by which the Turnover during the Indemnity Period shall in consequence of the Damage fall short of the Standard Turnover; and
- (b) **Increase in Cost of Working**, for which the amount payable as indemnity hereunder shall be 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 sum produced by applying the Rate of Gross Profit to the amount of the reduction thereby avoided;

less any sum saved during the Indemnity Period in respect of the charges and expenses of the Business payable out of Gross Profit as may cease or be reduced in consequence of the Damage.

TAX RELIEF (where appearing as a numbered item in the Schedule)

The insurance under this item is limited to:

- (a) **Reduction in Tax Relief**, for which the amount payable as indemnity hereunder shall be the amount by which the Tax Relief in the financial year or years containing the Indemnity Period falls short of the Tax Relief to which the Insured would, but for the Damage, have been entitled in the said financial year or years; and
- (b) **Increase in Cost of Working**, for which the amount payable as indemnity hereunder shall be so much of the additional expenditure, beyond that recoverable under clause (b) Increase in Cost of Working of the Gross Profit item, as the Insured shall necessarily and reasonably incur during the Indemnity Period in consequence of the Damage for the purpose of avoiding or diminishing the reduction in Turnover, but not more than the additional amount which would have been payable under clause (b) of this item had such expenditure not been incurred.

Limit of Liability

The maximum amount payable under this item in respect of Gross Profit is limited to 133.33% of the Estimated Gross Profit. The maximum amount payable under this item in respect of Tax Relief is limited to 133.33% of the Estimated Tax Relief.

Additional Increase in Cost of Working (where appearing as a numbered item in the Schedule)

The insurance under this item is limited to:

Additional Increase in Cost of Working, for which the amount payable as indemnity hereunder shall be such additional expenditure, beyond that recoverable under clause (b) Increase in Cost of Working of the Gross Profit item, as the Insured shall necessarily and reasonably incur during the Indemnity Period in consequence of the Damage for the purpose of avoiding or diminishing the Reduction in Turnover.

Special Definition

Estimated Gross Profit

Estimated Gross Profit means the amount declared by the Named Insured to the Company 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 (or a proportionately increased multiple thereof where the Maximum Indemnity Period shown in the Schedule exceeds twelve months).

Estimated Tax Relief

Estimated Tax Relief means the amount declared by the Named Insured to the Company as representing not less than the Tax Relief which it is anticipated will be allowed to the Insured during the financial year most nearly concurrent with the Period of Insurance (or a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds twelve months).

Additional Memoranda

Renewal

The Insured shall, prior to each renewal, furnish the Company with the Estimated Gross Profit for the financial year most nearly concurrent with the ensuing year of insurance.

Premium Adjustment

The First and Renewal Premiums in respect of Insured Items are provisional and are based on the Estimated Gross Profit for the financial year most nearly concurrent with the Period of Insurance.

The Insured shall furnish to the Company, not later than six months after the expiry of each Period of Insurance, a declaration confirmed by the Insured's auditors of the Gross Profit earned during the financial year most nearly concurrent with the Period of Insurance.

If any Damage shall have occurred giving rise to a claim for loss of Gross Profit, the above-mentioned declaration shall be increased by the Company for the purpose of the premium adjustment by the amount by which the Gross Profit was reduced during the financial year solely in consequence of the Damage.

If the declaration (adjusted as provided for above and proportionately increased where the Indemnity Period exceeds twelve months):

- (a) is less than the Estimated Gross Profit for the relative Period of Insurance, the Company will allow a pro rata return of the premium paid on the Estimated Gross Profit, but not exceeding 50% of such premium; or
- (b) is greater than the Estimated Gross Profit for the relative Period of Insurance, the Insured shall pay a pro rata addition to the premium paid on the Estimated Gross Profit.

**Basis of Settlement – Gross Profit: Flexible
Limit of Loss: Code GPFL**

The insurance under this item is limited to the Limit shown in the Schedule for any one or any combination of the following:

- (a) **Reduction in Turnover**, for which the amount payable as indemnity hereunder shall be the sum produced by applying the Rate of Gross Profit to the amount by which the Turnover during the Indemnity Period shall in consequence of the Damage fall short of the Standard Turnover; and
- (b) **Increase in Cost of Working**, for which the amount payable as indemnity hereunder shall be 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;

less any sum saved during the Indemnity Period in respect of the charges and the expenses of the Business payable out of Gross Profit as may cease or be reduced in consequence of the Damage.

TAX RELIEF (where appearing as a numbered item in the Schedule)

The insurance under this item is limited to:

- (a) **Reduction in Tax Relief**, for which the amount payable as indemnity hereunder shall be the amount by which the Tax Relief in the financial year or years containing the Indemnity Period falls short of the Tax Relief to which the Insured would, but for the Damage, have been entitled in the said financial year or years; and
- (b) **Increase in Cost of Working**, for which the amount payable as indemnity hereunder shall be so much of the additional expenditure, beyond that recoverable under clause (b) Increase in Cost of Working of the Gross Profit item, as the Insured shall necessarily and reasonably incur during the Indemnity Period in consequence of the Damage for the purpose of avoiding or diminishing the reduction in Turnover, but not more than the additional amount which would have been payable under clause (b) of this item had such expenditure not been incurred, provided that if the Sum Insured for this Item is less than the Tax Relief Insurable Amount the amount payable shall be proportionately reduced.

Additional Increase in Cost of Working (where appearing as a numbered item in the Schedule)

The insurance under this item is limited to:

Additional Increase in Cost of Working, for which the amount payable as indemnity hereunder shall be such additional expenditure, beyond that recoverable under clause (b) Increase in Cost of Working of the Gross Profit item, as the Insured shall necessarily and reasonably incur during the Indemnity Period in consequence of the Damage for the purpose of avoiding or diminishing the Reduction in Turnover.



Basis of Settlement – Gross Revenue: Code GR

The insurance under this item is limited to:

- (a) **Loss of Gross Revenue**, for which the amount payable as indemnity hereunder shall be the amount by which the Gross Revenue during the Indemnity Period shall in consequence of the Damage fall short of the Standard Revenue; and
- (b) **Increase in Cost of Working**, for which the amount payable as indemnity hereunder shall be the additional expenditure necessarily and reasonably incurred by the Named Insured 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 amount of the reduction in Gross Revenue thereby avoided;

less any sum saved during the Indemnity Period in respect of the charges and expenses of the Business payable out of Gross Revenue as may cease or be reduced in consequence of the Damage.

Provided that, if the Sum Insured by this item shall be less than the Annual Revenue (or a proportionately increased multiple thereof where the Maximum Indemnity Period shown in the Schedule exceeds twelve months), the amount payable shall be proportionately reduced.

Additional Increase in Cost of Working (where appearing as a numbered item in the Schedule)

The insurance under this item is limited to:

Additional Increase in Cost of Working, for which the amount payable as indemnity hereunder shall be such additional expenditure, beyond that recoverable under clause (b) Increase in Cost of Working of the Gross Revenue item, as the Insured shall necessarily and reasonably incur during the Indemnity Period in consequence of the Damage for the purpose of avoiding or diminishing the Loss of Gross Revenue.

Additional Memoranda

Return of Premium

The Named Insured shall furnish to the Company not later than six months after the expiry of each Period of Insurance a declaration, confirmed by the Named Insured's auditors, of the Gross Revenue during the accounting period of twelve months most nearly concurrent with such Period of Insurance. In the event the Gross Revenue (or a proportionately increased multiple thereof where the Maximum Indemnity Period shown in the Schedule exceeds twelve months) during the accounting period of twelve months most nearly concurrent with any Period of Insurance is less than the Sum Insured, a pro-rata return of premium not exceeding 50% of the premium paid on the Sum Insured for such Period of Insurance will be made in respect of the difference. If any Damage shall have occurred giving rise to a claim under this Item, such return shall be made in respect only of so much of this difference as is not due to the Damage.

Basis of Settlement – Declaration Linked Gross Revenue: Code DLGR

The insurance under this item is limited to:

- (a) **Loss of Gross Revenue**, for which the amount payable as indemnity hereunder shall be the amount by which the Gross Revenue during the Indemnity Period shall in consequence of the Damage fall short of the Standard Revenue; and
- (b) **Increase in Cost of Working**, for which the amount payable as indemnity hereunder shall be the additional expenditure necessarily and reasonably incurred by the Named Insured 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 amount of the reduction in Gross Revenue thereby avoided;

less any sum saved during the Indemnity Period in respect of the charges and expenses of the Business payable out of Gross Revenue as may cease or be reduced in consequence of the Damage.

Limit of Liability

The maximum amount payable under this item is limited to 133.33% of the Estimated Gross Revenue stated herein.

Additional Increase in Cost of Working (where appearing as a numbered item in the Schedule)

The insurance under this item is limited to:

Additional Increase in Cost of Working, for which the amount payable as indemnity hereunder shall be such additional expenditure, beyond that recoverable under clause (b) Increase in Cost of Working of the Gross Revenue item, as the Insured shall necessarily and reasonably incur during the Indemnity Period in consequence of the Damage for the purpose of avoiding or diminishing the Loss of Gross Revenue.

Special Definition

Estimated Gross Revenue

Estimated Gross Revenue means the amount declared by the Named Insured to the Company as representing not less than the Gross Revenue which it is anticipated will be earned by the Business during the financial year most nearly concurrent with the Period of Insurance (or a proportionately increased multiple thereof where the Indemnity Period exceeds twelve months).

Additional Memoranda

Renewal

The Insured shall, prior to each renewal, furnish the Insurer with the Estimated Gross Revenue for the financial year most nearly concurrent with the ensuing year of insurance.

Premium Adjustment

The First and Renewal Premiums in respect of insured items are provisional and are based on the Estimated Gross Revenue for the financial year most nearly concurrent with the Period of Insurance.

The Insured shall furnish to the Company, not later than six months after the expiry of each Period of Insurance, a declaration confirmed by the Insured's auditors of the Gross Revenue earned during the financial year most nearly concurrent with the Period of Insurance.

If any Damage shall have occurred giving rise to a claim for loss of Gross Revenue, the above-mentioned declaration shall be

increased by the Company for the purpose of the premium adjustment by the amount by which the Gross Revenue was reduced during the financial year solely in consequence of the Damage.

If the declaration (adjusted as provided for above and proportionately increased where the Maximum Indemnity Period shown in the Schedule exceeds twelve months):

- (a) is less than the Estimated Gross Revenue for the relative Period of Insurance, the Company will allow a pro rata return of the premium paid on the Estimated Gross Revenue but not exceeding 50% of such premium; or
- (b) is greater than the Estimated Gross Revenue for the relative Period of Insurance, the Insured shall pay a pro rata addition to the premium paid on the Estimated Gross Revenue.

**Basis of Settlement – Gross Revenue:
Flexible Limit of Loss: Code GRFL**

The insurance under this item is limited to:

- (a) **Loss of Gross Revenue**, for which the amount payable as indemnity hereunder shall be the amount by which the Gross Revenue during the Indemnity Period shall in consequence of the Damage fall short of the Standard Revenue; and
- (b) **Increase in Cost of Working**, for which the amount payable as indemnity hereunder shall be the additional expenditure necessarily and reasonably incurred by the Named Insured 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;

less any sum saved during the Indemnity Period in respect of the charges and expenses of the Business payable out of Gross Revenue as may cease or be reduced in consequence of the Damage.

Additional Increase in Cost of Working (where appearing as a numbered item in the Schedule)

The insurance under this item is limited to:

Additional Increase in Cost of Working, for which the amount payable as indemnity hereunder shall be such additional expenditure, beyond that recoverable under clause (b) Increase in Cost of Working of the Gross Revenue item, as the Insured shall necessarily and reasonably incur during the Indemnity Period in consequence of the Damage for the purpose of avoiding or diminishing the Loss of Gross Revenue.

Basis of Settlement – Rent Receivable: Code RR

The insurance under this item is limited to:

- (a) **Loss of Rent Receivable**, for which the amount payable as indemnity hereunder shall be the amount by which the Rent Receivable during the Indemnity Period shall in consequence of the Damage fall short of the Standard Rent Receivable; and
- (b) **Increase in Cost of Working**, for which the amount payable as indemnity hereunder shall be the additional expenditure necessarily and reasonably incurred by the Named Insured for the sole purpose of avoiding or diminishing the reduction in Rent Receivable which, but for that expenditure, would have taken place during the Indemnity Period in consequence of the Damage, but not exceeding the amount of the reduction in Rent Receivable thereby avoided;

less any sum saved during the Indemnity Period in respect of the charges and expenses of the Business payable out of the Rent Receivable as may cease or be reduced in consequence of the Damage.

Provided that, if the Sum Insured by this item shall be less than the Annual Rent Receivable (or a proportionately increased multiple thereof where the Maximum Indemnity Period shown in the Schedule exceeds twelve months), the amount payable shall be proportionately reduced.

Additional Increase in Cost of Working (where appearing as a numbered item in the Schedule)

The insurance under this item is limited to:

Additional Increase in Cost of Working, for which the amount payable as indemnity hereunder shall be such additional expenditure, beyond that recoverable under clause (b) Increase in Cost of Working of the Rent Receivable item, as the Insured shall necessarily and reasonably incur during the Indemnity Period in consequence of the Damage for the purpose of avoiding or diminishing the Loss of Rent Receivable.

Additional Memoranda

Return of Premium

The Named Insured shall furnish to the Company not later than six months after the expiry of each Period of Insurance a declaration, confirmed by the Named Insured's auditors, of the Rent Receivable during the accounting period of twelve months most nearly concurrent with such Period of Insurance. In the event the Rent Receivable (or a proportionately increased multiple thereof where the Maximum Indemnity Period shown in the Schedule exceeds twelve months) during the accounting period of twelve months most nearly concurrent with any Period of Insurance is less than the Sum Insured, a pro-rata return of premium not exceeding 50% of the premium paid on the Sum Insured for such Period of Insurance will be made in respect of the difference. If any Damage shall have occurred giving rise to a claim under this Item, such return shall be made in respect only of so much of this difference as is not due to the Damage.

Basis of Settlement – Declaration Linked Rent Receivable: Code DLRR

The insurance under this item is limited to:

- (a) **Loss of Rent Receivable**, for which the amount payable as indemnity hereunder shall be the amount by which the Rent Receivable during the Indemnity Period shall in consequence of the Damage fall short of the Standard Rent Receivable; and
- (b) **Increase in Cost of Working**, for which the amount payable as indemnity hereunder shall be the additional expenditure necessarily and reasonably incurred by the Named Insured for the sole purpose of avoiding or diminishing the reduction in Rent Receivable which, but for that expenditure, would have taken place during the Indemnity Period in consequence of the Damage, but not exceeding the amount of the reduction in Rent Receivable thereby avoided;

less any sum saved during the Indemnity Period in respect of the charges and expenses of the Business payable out of the Rent Receivable as may cease or be reduced in consequence of the Damage.

Limit of Liability

The maximum amount payable under this item in respect of Loss of Rent Receivable is limited to 133.33% of the Estimated Rent Receivable stated herein.

Additional Increase in Cost of Working (where appearing as a numbered item in the Schedule)

The insurance under this item is limited to:

Additional Increase in Cost of Working, for which the amount payable as indemnity hereunder shall be such additional expenditure, beyond that recoverable under clause (b) Increase in Cost of Working of the Rent Receivable item, as the Insured shall necessarily and reasonably incur during the Indemnity Period in consequence of the Damage for the purpose of avoiding or diminishing the Loss of Rent Receivable.

Special Definition

Estimated Rent Receivable

Estimated Rent Receivable means the amount declared by the Named Insured to the Company as representing not less than the Rent Receivable which it is anticipated will be received by the Named Insured during the financial year most nearly concurrent with the Period of Insurance (or a proportionately increased multiple thereof where the Maximum Indemnity Period shown in the Schedule exceeds 12 months).

Additional Memoranda

Renewal

The Named Insured shall, prior to each renewal, furnish the Insurer with the Estimated Rent Receivable for the financial year most nearly concurrent with the ensuing year of insurance.

Premium Adjustment

The First and Renewal Premiums in respect of insured items are provisional and are based on the Estimated Rent Receivable for the financial year most nearly concurrent with the Period of Insurance.

The Insured shall furnish to the Company, not later than six months after the expiry of each Period of Insurance, a declaration confirmed by the Insured's auditors of the Rent Received during the financial year most nearly concurrent with the Period of Insurance.

If any Damage shall have occurred giving rise to a claim for loss of Rent Receivable, the above-mentioned declaration shall be increased by the Company for the purpose of the premium adjustment by the amount by which the Rent Receivable was reduced during the financial year solely in consequence of the Damage.

If the declaration (adjusted as provided for above and proportionately increased where the Maximum Indemnity Period shown in the Schedule exceeds twelve months):

- (a) is less than the Estimated Rent Receivable for the relative Period of Insurance, the Company will allow a pro rata return of the premium paid on the Estimated Rent Receivable, but not exceeding 50% of such premium; or
- (b) is greater than the Estimated Rent Receivable for the relative Period of Insurance, the Insured shall pay a pro rata addition to the premium paid on the Estimated Rent Receivable.



Basis of Settlement – Increase in Cost of Working: Code ICW

The insurance under this item is limited to:

Increase in Cost of Working, for which the amount payable as indemnity hereunder shall be the additional expenditure necessarily and reasonably incurred by the Named Insured for the sole purpose of avoiding or diminishing the interruption of or interference with the Business which, but for that expenditure, would have taken place during the Indemnity Period in consequence of the Damage. Additional expenditure includes the cost of removal to, and from, temporary premises and expenses incidental thereto, increase in rent, rates and taxes or salaries of additional staff and overtime payments.

The Company's liability shall not exceed in respect of the first three months of the Indemnity Period one half of the Sum Insured, and for each of the succeeding months within the Indemnity Period one equal pro rata part of the balance after deducting the amount payable in respect of the first three months.

Basis of Settlement – Continuing Expenses and Research and Development ICOW: Code RDCAE

The insurance under this item is limited to:

- (a) **Continuing Expenses**; and
- (b) **Research and Development Increase in Cost of Working**, for which the amount payable shall be the reasonable and necessary additional expenses incurred by the Named Insured during the Indemnity Period for the sole purpose of avoiding or diminishing a reduction in Research Project Activities.

Special Definitions

Comparative Research and Development Expenses

Comparative Research and Development Expenses means the research and development expenditure which, but for the Damage, would have been spent during the Maximum Indemnity Period shown in the Schedule immediately following the Damage to support planned Research Project Activities.

Continuing Expenses

Continuing Expenses means the reasonable and necessary amount incurred by the Named Insured on Research Project Activities during the Indemnity Period while the Research Project Activities are affected by the Damage.

Estimated Research and Development Expenses

Estimated Research and Development Expenses means the amount declared by the Named Insured to the Company as the anticipated expenditure to support planned Research Project Activities during the Period of Insurance adjusted as may be necessary to provide for trends and variations during the Maximum Indemnity Period shown in the Schedule.

Condition

If Estimated Research and Development Expenses are less than Comparative Research and Development Expenses, the amount payable shall be proportionately reduced.



**Basis of Settlement – Research &
Development Operations – Research and
Development ICOW: Code ICWRD**

The insurance under this item is limited to:

Research and Development Increase in Cost of Working, for which the amount payable as indemnity hereunder shall be the additional expenditure necessarily and reasonably incurred by the Named Insured for the sole purpose of avoiding or diminishing the interruption of or interference with Research & Development Activities which, but for that that expenditure, would have taken place during the Indemnity Period in consequence of the Damage. Additional expenditure includes the cost of removal to, and from, temporary premises and expenses incidental thereto, increase in rent, rates and taxes or salaries of additional staff and overtime payments.

Extensions

The following extensions are operative only where stated as “applicable” in the Schedule and are subject otherwise to the terms of the Business Interruption Section and the General Definitions, Conditions and Exclusions.

Provided that the limit of the Company’s liability under:

- (i) each extension, except extensions 10 and 19 and 20, in respect of any one Event; and
- (ii) extensions 10 and 19 and 20 in any one Period of Insurance;

shall not exceed:

- (a) the percentage of the total of the Sums Insured by each applicable insured item (or 133.33% of the Estimated Sums Insured if the basis of settlement is Declaration Linked); or
- (b) the amount;

as specified in the Schedule.

1. Prevention of Access

The insurance provided by this Business Interruption Section extends to cover loss resulting from interruption to or interference with the Business in consequence of Damage to the surrounding areas or property within 1 kilometre of the Business Premises which shall prevent or hinder the use thereof or access thereto, whether the Premises or property of the Named Insured shall be damaged or not, but excluding Damage to property of any supply undertaking from which the Named Insured obtains electricity, gas, water or telecommunications services which prevents or hinders the supply of such services to the Business Premises.

2. Public Utilities – Electricity

The insurance provided by this Business Interruption Section extends to cover loss resulting from interruption to or interference with the Business in consequence of Damage to property at any generating station or sub-station of the public electricity supply undertaking from which the Named Insured obtains electricity.

3. Public Utilities – Gas

The insurance provided by this Business Interruption Section extends to cover loss resulting from interruption to or interference with the Business in consequence of Damage to property at any land based premises of the public gas supply undertaking, or of any natural gas producer linked directly therewith, from which the Named Insured obtains gas.

4. Public Utilities – Telecommunication

The insurance provided by this Business Interruption Section extends to cover loss resulting from interruption to or interference with the Business in consequence of Damage to property at any land based premises of any public telecommunications undertaking (including any public internet access and service provider) from which the Named Insured obtains telecommunications services.

5. Public Utilities – Water

The insurance provided by this Business Interruption Section extends to cover loss resulting from interruption to or interference with the Business in consequence of Damage to property at any water works or pumping station of the public water supply undertaking from which the Named Insured obtains water.

6. Specified Suppliers

The insurance provided by this Business Interruption Section extends to cover loss resulting from interruption to or interference with the Business in consequence of Damage to property at any premises of the Named Insured’s suppliers specified in the Schedule.

Provided that, in respect of any such premises located:

- (a) within the European Union (but outside the Territorial Limits), this extension does not cover loss resulting from interruption to or interference with the Business in consequence of Damage to property at such premises caused by storm, flood or earthquake; or
- (b) outside the European Union and the Territorial Limits, this extension applies only to loss resulting from interruption to or interference with the Business in consequence of Damage to property at such premises caused by fire, aircraft or explosion.

7. Specified Customers

The insurance provided by this Business Interruption Section extends to cover loss resulting from interruption to or interference with the Business in consequence of Damage to property at any premises of the Named Insured’s customers specified in the Schedule.

Provided that, in respect of any such premises located:

- (a) within the European Union (but outside the Territorial Limits), this extension does not cover loss resulting from interruption to or interference with the Business in consequence of Damage to property at such premises caused by storm, flood or earthquake; or
- (b) outside the European Union and the Territorial Limits, this extension applies only to loss resulting from interruption to or interference with the Business in consequence of Damage to property at such premises caused by fire, aircraft or explosion.

8. Unspecified Suppliers

The insurance provided by this Business Interruption Section extends to cover loss resulting from interruption to or interference with the Business in consequence of Damage to property at any premises of the Named Insured’s suppliers anywhere in the Territorial Limits or the European Union.

Provided that, in respect of any such premises located within the European Union (but outside the Territorial Limits), this extension applies only to loss resulting from interruption to or interference with the Business in consequence of Damage to property at such premises caused by fire, aircraft or explosion.

9. Unspecified Customers

The insurance provided by this Business Interruption Section extends to cover loss resulting from interruption to or interference with the Business in consequence of Damage to property at any premises of the Named Insured’s customers anywhere in the Territorial Limits or the European Union.

Provided that, in respect of any such premises located within the European Union (but outside the Territorial Limits), this extension applies only to loss resulting from interruption to or interference with the Business in consequence of Damage to property at such premises caused by fire, aircraft or explosion.

10. Infectious Diseases etc

The insurance provided by this Business Interruption Section extends to cover loss directly resulting from interruption to or interference with the Business in consequence of:

1. Infectious Disease manifested by any person whilst at the Business Premises which results in closure of the whole or part of the Business Premises by the order of an appropriate competent authority;
2. an outbreak of an Infectious Disease within 10 miles of the Business Premises;
3. an outbreak of legionella species at the Business Premises which results in closure of the whole or part of the Business Premises by the order of an appropriate competent authority;
4. murder, manslaughter or suicide occurring at the Business Premises which results in closure of the whole or part of the Business Premises by the order of an appropriate competent authority;
5. bodily injury occurring at the Business Premises which results in closure of the whole or part of the Business Premises by the order of an appropriate competent authority;
6. closure of the whole or part of the Business Premises by the order of an appropriate competent authority as a result of:
 - (a) defects in the drains or other sanitary arrangements at the Business Premises; or
 - (b) the Business Premises becoming infested with vermin or pests; or
7. food or drink poisoning attributable to food or drink supplied at or from the Business Premises.

Provided that Memoranda – Automatic Reinstatement shall not apply to this extension.

Extension Definitions

In this extension the following terms shall have the following meanings. If a term below is also defined in the General Definitions, the definition below replaces the General Definition for purposes of this extension.

Infectious Disease

Infectious Disease means any of the following:

- (i) Food or Drink poisoning
- (ii) Cholera
Plague
Relapsing Fever
Smallpox
Typhus
- (iii)

Acute encephalitis	Meningitis
Acute poliomyelitis	Meningococcal
Anthrax	septicaemia
Chicken Pox	(without meningitis)
Diphtheria	Mumps
Dysentery	Ophthalmia neonatorum
(amoebic or bacillary)	Paratyphoid fever
Haemolytic Uraemic	Rabies
Syndrome (HUS)	Rubella
Infectious bloody	Scarlet fever
diarrhoea	Tetanus
Invasive Group A	Tuberculosis
streptococcal disease	Typhoid fever
(GAS)	Viral haemorrhagic fever

Leprosy
Leptospirosis
Malaria
Measles

Viral hepatitis
Whooping cough
Yellow fever

Indemnity Period

Indemnity Period means the period during which the results of the Business shall be affected in consequence of the matters set out at 1 to 7 above beginning:

- (i) in the case of 2 and 7 above, with the occurrence or discovery of the incident; or
- (ii) in the case of 1 3 4 5 and 6 above, with the date from which the restrictions on the Business Premises are applied;

and ending not later than three months thereafter.

11. Transit

The insurance provided by this Business Interruption Section extends to cover loss resulting from interruption to or interference with the Business in consequence of Damage to property of the Named Insured whilst In Transit by road, rail or inland waterway in the Republic of Ireland, Great Britain, Northern Ireland, the Isle of Man or the Channel Islands, provided that no liability shall attach in respect of any loss arising from delay or loss of use of the conveying road or rail vehicle or waterborne craft.

12. Contract Sites

The insurance provided by this Business Interruption Section extends to cover loss resulting from interruption to or interference with the Business in consequence of Damage to property of the Named Insured at any situation in the Republic of Ireland not in the occupation of the Named Insured where the Named Insured is carrying out a contract.

13. Property Stored

The insurance provided by this Business Interruption Section extends to cover loss resulting from interruption to or interference with the Business in consequence of Damage to property of the Named Insured whilst stored anywhere elsewhere than any premises in the occupation of the Named Insured.

Provided that, in respect of property stored at premises located outside the Territorial Limits, this extension applies only to loss resulting from interruption to or interference with the Business in consequence of Damage to such property caused by fire, aircraft or explosion.

14. Loss of Attraction

The insurance provided by this Business Interruption Section extends to cover loss resulting from interruption to or interference with the Business in consequence of Damage to property within one kilometre of the Business Premises which causes loss of customers to the Named Insured directly due to loss of amenities in the immediate vicinity of the Business Premises whether the Business Premises or the property of the Named Insured therein is damaged or not.

15. Exhibition Sites

The insurance provided by this Business Interruption Section extends to cover loss resulting from interruption to or interference with the Business in consequence of Damage to property of the Named Insured whilst at any situation not in the occupation of the Named Insured where the Named Insured is exhibiting its goods for sale.

16. Exhibition Loss of Expenses

The insurance provided by this Business Interruption Section extends to cover Exhibition Loss of Expenses sustained by the Named Insured in consequence of Damage to:

- (a) any building, stand, marquee or similar erection or other property or any part thereof used by the Named Insured at the exhibition premises; or
- (b) exhibition property of the Named Insured used in connection with the exhibition while in transit to or from the exhibition premises or whilst at the exhibition premises;

at which the Named Insured is exhibiting at any time before the advertised public closing time of the exhibition, and the exhibition being abandoned or interfered with in consequence thereof.

As used in this extension:

Exhibition Loss of Expenses means expenses directly incurred in connection with the exhibition, including advertising, printing, stationery, charges for space and services, hire of stand, transport charges and the cost of installing stands, fittings and exhibits.

17. Fines and Damages

The insurance provided by this Business Interruption Section extends to cover fines and damages for breach of contract that the Named Insured shall be legally liable to pay for non-completion or late compliance of orders solely in consequence of Damage at the Business Premises.

18. Bomb (Hoax or Actual)

The insurance provided by this Business Interruption Section extends to cover loss resulting from interruption to or interference with the Business directly in consequence of the actual or suspected presence of an incendiary or explosive device:

- (A) within the Business Premises; or
- (B) within five kilometres of the Business Premises;

which shall prevent or hinder the use of the Business Premises or access thereto.

Provided that:

- (a) the liability of the Company shall be limited to providing indemnity in respect of interruption or interference during:
 - (i) in respect of (A) above, the actual period of closure of the Business Premises; and
 - (ii) in respect of (B) above, the actual period for which the use of the Business Premises is prevented or hindered or access denied;
- (b) closure of the Business Premises or surrounding area is made at the request of the appropriate competent authority;
- (c) loss resulting from interruption to or interference with the Business not exceeding two hours in duration is excluded; and
- (d) loss resulting from interruption to or interference with the Business in consequence of any Damage caused by the device (as opposed to its presence or suspected presence) is excluded.

19. Essential Personnel

The insurance provided by this Business Interruption Section extends to cover loss resulting from interruption to or interference with the Business in consequence of the:

- (a) death of any Essential Personnel; or
- (b) medically confirmed permanent and total disablement of any Essential Personnel which prevents the Essential Personnel from undertaking the Essential Personnel's normal occupation;

occurring during the Period of Insurance due to Bodily Injury other than mental injury, mental anguish or shock, caused by accidental and violent means.

Extension Definitions

In this extension the following terms shall have the following meanings. If a term below is also defined in the Business Interruption Section Definitions, the definition below replaces the Business Interruption Section Definition for purposes of this extension.

Essential Personnel

Essential Personnel means any person who is a Named Insured or any owner, partner, officer or director of any firm, body corporate or other entity which is a Named Insured.

Indemnity Period

Indemnity Period means the period beginning when the death or disablement occurs and ending when the results of the Business cease to be affected by the death or disablement but not exceeding the Maximum Indemnity Period shown in the Schedule.

20. Umbrella Business Interruption Covers

The insurance provided by this Business Interruption Section extends to cover loss resulting from interruption to or interference with the Business at any Business Premises in consequence of the following occurring during the Period of Insurance:

- (a) Damage to any Computer and Telecommunication Equipment, being the property of the Named Insured or for which the Named Insured is legally responsible, where such Damage is recoverable under a guarantee or a maintenance, rental, hire or lease agreement and there is not in force an insurance covering the interest of the Named Insured in the property for such Damage.
- (b) Damage to:
 - (i) the premises in which any Computer and Telecommunication Equipment insured by the Property Damage Section is situated or to any contents thereof; or
 - (ii) any property in the vicinity of the premises where there is not in force an insurance covering the interest of the Named Insured in the premises or property for such Damage.

The Named Insured may utilise the limit specified in the Schedule for Umbrella Business Interruption Covers for any one or any combination of items (a) – (b) above.

Provided that:

- (i) the Company's total liability under this extension is limited to the limit specified in the Schedule; and
- (ii) the insurance under this extension shall not apply in circumstances where any other extension under this Section applies.

21. Group Interdependency

The insurance provided by this Business Interruption Section extends to cover loss resulting from interruption to or interference with the Business at an undamaged Business Premises of the Named Insured in consequence of Damage to property at any other Business Premises of the Named Insured.

22. Newly Acquired Property

The insurance provided by this Business Interruption Section extends to cover loss resulting from interruption to or interference with the Business in consequence of Damage to Property of the Named Insured covered under the Property Damage Section Cover – Newly Acquired Property.

Optional Extension – Outstanding Debit Balances

The following extension is only operative if it appears on the Business Interruption Section Schedule with a sum insured and is subject otherwise to the terms of the Business Interruption Section and the General Definitions, Conditions and Exclusions.

The insurance provided by this Business Interruption Section extends to cover untraceable or unestablishable Outstanding Debit Balances in whole or in part due to the Named Insured as a result of the Named Insured's books of account or other business books or records being the subject of Damage as insured by this Business Interruption Section.

Subject to the Sum Insured specified in the Schedule in respect of any one Event in respect of Outstanding Debit Balances directly due to such Damage, the Company will pay to the Named Insured:

- (i) the difference between:
 - (a) the Outstanding Debit Balances; and
 - (b) the total of the amounts received or traced in respect thereof; or
- (ii) the additional expenditure incurred with the previous consent of the Company in tracing and establishing customers' debit balances after the Damage;

provided that, if the Sum Insured by this item be less than the Outstanding Debit Balances, the amount payable shall be proportionately reduced.

The Named Insured shall ensure that the books of account or other business books or records in which customers' accounts are shown shall be kept in fire resisting safes or fire resisting cabinets when not in use.

As used in this extension:

Outstanding Debit Balances means the total declared in the statement last given in accordance with the provisions of the Note below adjusted for:

- (a) bad debts;
- (b) amounts debited (or invoiced but not debited) and credited (including credit notes and cash not passed through the books at the time of Damage) to customers' accounts in the period between the date to which said last statement relates and the date of the Damage; and
- (c) any abnormal condition of trade which had or could have had a material effect on the business;

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

Note

The Named Insured shall within thirty days of the end of each month prepare and retain a signed statement showing the total amount outstanding in customers' accounts as set out in the Named Insured's accounts as at the end of the said month.

In consideration of the insurance not being reduced by the amount of any loss, the Named Insured shall pay the appropriate extra premium on the amount of the loss from the date thereof to the date of the expiry of the Period of Insurance.

The burden of proving that any Outstanding Debit Balances are untraceable or unestablishable as a result of Damage shall be upon the Named Insured.

Exclusions

The insurance provided under this Business Interruption Section does not cover loss resulting from interruption to or interference with the Business:

1. if after the commencement of this insurance:
 - (a) the Business is wound up or permanently discontinued or the Named Insured becomes bankrupt or the Business is carried on by a liquidator; or
 - (b) the interest of the Named Insured ceases other than by death.
2. in consequence of Damage in respect of vehicles requiring a licence for road use (including accessories thereon), caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft.
3. in consequence of loss, distortion, corruption or erasure of Programmes or Data recorded on Media, unless such loss, distortion, corruption or erasure of Programmes or Data itself results from other insured Damage to property used by the Named Insured and is not otherwise excluded.
4. in consequence of Damage caused by or consisting of breakdown or derangement of Computer and Telecommunication Equipment, but this shall not apply to:
 - (a) such Damage which itself results from another cause and is not otherwise excluded; or
 - (b) subsequent Damage which itself results from a cause not otherwise excluded.
5. in consequence of Damage caused by the deliberate act of a supply undertaking in withholding the supply of water, gas, electricity, fuel or telecommunication services, but this shall not apply to:
 - (a) such Damage which itself results from another cause and is not otherwise excluded; or
 - (b) subsequent Damage which itself results from a cause not otherwise excluded.
6. in consequence of Damage directly or indirectly caused by or consisting of the failure of any computer or other equipment or system for processing, storing or retrieving data, whether the property of the Named Insured or not, to correctly:
 - (a) recognise any date as its true calendar date;
 - (b) capture, save, retain, manipulate, interpret or process any data or information or command or instruction, as a result of treating any date otherwise than as its true calendar date; or
 - (c) capture, save, retain or process any data as a result of the operation of any command which has been programmed into any computer software, being a command which causes the loss of data or the inability to capture, save, retain or correctly to process such data on or after any date;

but this shall not exclude subsequent Damage not otherwise excluded which itself results from a Defined Peril or theft or attempted theft where such failure is not the result of wilful misconduct by the Named Insured and the Named Insured has undertaken all reasonable efforts to prevent such failure and to mitigate the consequences of any such failure.
7. in consequence of Damage caused by or resulting from:

- (a) the unauthorised access to;
- (b) the use of authorised access to cause intentional harm to;
- (c) a denial-of-service attack against; or
- (d) the introduction of a Virus into; a computer system.

Provided this exclusion shall not apply to Damage not otherwise excluded which itself results from fire, lightning, explosion or escape of water from any tank, apparatus or pipe.

8. in consequence of Damage in respect of:
 - (a) Money; or
 - (b) property In Transit, unless specifically mentioned as insured by this Business Interruption Section.
9. in consequence of Damage caused by or consisting of:
 - (a) inherent vice, latent defect, gradual deterioration, wear and tear, frost, change in water table level or the property's own faulty or defective design or materials;
 - (b) the bursting by steam pressure of any vessel, machine or apparatus (not being a boiler or economiser on the Business Premises or a boiler used for domestic purposes only) in which internal pressure is due to steam only and belonging to or under the control of the Named Insured;
 - (c) faulty or defective workmanship or operational error or omission on the part of the Named Insured or any Employee; or
 - (d) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;

but this shall not apply to subsequent Damage which itself results from a cause not otherwise excluded.
10. (a) in consequence of Damage caused by or consisting of:
 - (i) corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin, insects, humidity, contamination or action of light;
 - (ii) change in temperature, colour, flavour, texture or finish;
 - (iii) erasure or distortion of information on computer systems or other records due to the presence of a magnetic flux; or
 - (iv) the freezing, solidification or inadvertent escape of molten material;

but this shall not apply to:

 - A. such Damage as described in paragraphs (i) to (iv) above which itself results from another cause not otherwise excluded; or
 - B. subsequent Damage which itself results from a cause not otherwise excluded; or
- (b) in consequence of Damage consisting of breakdown or derangement in respect of the particular machine, apparatus or equipment in which such breakdown or derangement originates, but this shall not apply to:

- (i) such Damage as described which itself results from another cause not otherwise excluded;
 - (ii) subsequent breakdown or derangement to surrounding property not forming part of the same machine, apparatus or equipment; or
 - (iii) other subsequent Damage which itself results from a cause not otherwise excluded; or
- (c) in consequence of Damage consisting of joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any range of steam and feed piping in connection therewith, but this shall not apply to:
- (i) such Damage as described which itself results from another cause not otherwise excluded; or
 - (ii) other subsequent Damage which itself results from a cause not otherwise excluded.

11. in consequence of Damage caused by theft or attempted theft of property from the Business Premises as stated in the Schedule, unless:

- (a) caused by theft or attempted theft of the property from within the buildings (but not outbuildings) at the Business Premises;
- (b) in respect of forcible and violent theft or attempted theft of an external part of the building or anything attached to it, provided that this paragraph (b) of exclusion 11 shall not apply in respect of any building that has scaffolding erected to the outside of the building at the time of the Damage occurring;
- (c) caused by theft or attempted theft of the property from outbuildings at the Business Premises where accompanied by forcible and violent entry to or exit from the outbuildings or by violence to persons or threat of violence to persons; or
- (d) caused by theft or attempted theft of the property from the grounds at the Business Premises where accompanied by forcible and violent entry to or exit from grounds at the Business Premises or by violence to persons or threat of violence to persons;

and provided that the Business Premises have not been unoccupied for a period of more than thirty consecutive days.

This exclusion shall not apply to subsequent Damage which itself results from a cause not otherwise excluded.

12. in consequence of Damage to property of the Named Insured:

- (a) away from the Business Premises caused by theft or attempted theft of the property:
 - (i) from or on an unattended vehicle or trailer during Working Hours unless all doors, windows and other means of access have been secured and locked and alarm (if any) activated, and in respect of an unattended vehicle the property was placed in the boot or similar luggage compartment of the vehicle and effectively concealed from sight and the boot or compartment was securely closed and locked;
 - (ii) from or on an unattended vehicle or trailer out of Working Hours unless all doors, windows and other means of access were secured and

locked and alarm (if any) activated, and in respect of an unattended vehicle the property was placed in the boot or similar luggage compartment of the vehicle and effectively concealed from sight and the boot or compartment were securely closed and locked and such vehicle or trailer was garaged in a securely closed and locked building or compound;

- (iii) from or on an unattended soft topped, open topped or open sided vehicle or trailer unless also involving theft of the vehicle or trailer; or
- (iv) where property is otherwise left unattended, unless contained in a locked building of substantial construction or in a secure locked room.

(b) in or on soft topped, open topped or open sided vehicles or trailers if caused by:

- (i) storm, tempest, water, hail, frost or snow; or
- (ii) malicious persons when the vehicle or trailer is left unattended out of Working Hours.

For the purposes of this exclusion unattended means that the Named Insured or any person to whom the Named Insured has entrusted the care, custody and control of the property is unable to exercise control over or otherwise unable to influence events affecting the property.

13. in consequence of Damage caused by pollution or contamination, but this shall not apply to Damage not otherwise excluded caused by:

- (a) pollution or contamination which itself results from a Defined Peril; or
- (b) a Defined Peril which itself results from pollution or contamination.

14. in consequence of Damage caused by or consisting of:

- (a) subsidence, ground heave or landslip, unless resulting from fire, explosion, earthquake or the escape of water from any tank, apparatus or pipe;
- (b) normal settlement or bedding down of new structures;
- (c) dishonesty, fraudulent action, trick, device or other false pretence by any Employee, partner or director of the Named Insured whether acting alone or in collusion with others; or
- (d) disappearance, unexplained or inventory shortage, misfiling or misplacing of information.

15. in consequence of Damage to buildings or structures thereat caused by their own collapse or cracking, unless resulting from a Defined Peril.

16. in consequence of Damage by wind, rain, hail, sleet, snow, flood or dust to moveable property in the open or to fences or gates.

17. in consequence of Damage to that part of the property:

- (a) caused by fire resulting from its undergoing any heating process or any process involving the application of heat; or
- (b) resulting from its undergoing any process of production, packing, treatment, commissioning, servicing or repair.

18. in consequence of Damage in respect of any building or any property within such building at the Business Premises which is unoccupied for a period of more than thirty consecutive days, other than Damage caused by fire, lightning, explosion, aircraft or other aerial devices or articles dropped therefrom, subject to the following Special Condition:

Special Condition

The Named Insured shall ensure that:

- (a) such unoccupied buildings are secured against illegal entry and all external doors and accessible external windows shall be fitted with good quality locks;
 - (b) all services other than limited services required for security guards, fire and burglar alarms shall be disconnected unless otherwise agreed by the Company in writing;
 - (c) all letter boxes shall be sealed to prevent insertion of material;
 - (d) perimeter fences, walls and gates shall be kept complete and maintained;
 - (e) such unoccupied buildings shall be kept clear both internally and externally of combustible materials and not be used for storage;
 - (f) vegetation surrounding such unoccupied buildings shall be kept down; and
 - (g) the Business Premises shall be inspected thoroughly internally and externally at least once every seven days (or at a frequency agreed by the Company in writing) by the Named Insured or a responsible person appointed by the Named Insured and a record maintained of such inspections and any defects rectified without delay.
19. in consequence of Damage in respect of:
- (a) 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;
 - (b) land, piers, jetties, bridges, culverts or excavations; or
 - (c) livestock, growing crops or trees.
20. in consequence of Damage in respect of jewellery, precious stones, precious metals, bullion, furs, curiosities, works of art or rare books.
21. in consequence of Damage to property acquired by consolidation or merger with or purchase or acquisition of another firm, body corporate or entity, other than as provided under Extension – Newly Acquired Property.

Computer And Machinery Breakdown Section

Part A – Computer Breakdown Umbrella Covers

The insurance provided by Part A – Computer Breakdown covers the following, subject to the liability of the Company not exceeding in respect of each Cover the limit stated in the Schedule in respect of any one Event:

1. **Damage to Property Insured.**
2. **Reinstatement of Programmes.**
3. **Reinstatement of Data.**
4. **Business Interruption.**

The Named Insured may utilise the Limit shown for Part A – Computer Breakdown Umbrella Covers for any one or any combination of items 1 - 4 above.

Provided that the Company's total liability under all Part A – Computer Breakdown Umbrella Covers combined is limited to the Limit shown in the Schedule in respect of any one Event and in any one Period of Insurance.

Part A – Computer Breakdown Umbrella Extensions

The insurance provided by Part A – Computer Breakdown extends to cover the following, subject to the liability of the Company not exceeding in respect of each insured extension the limit stated in the Schedule in respect of any one Event:

1. **Temporary Repairs or Expediting Costs**
The Company will pay for costs necessarily and reasonably incurred in the making of temporary repairs upon, or the expediting of the repair, reinstatement or replacement of Property consequent upon Damage insured by Part A – Computer Breakdown.
2. **Incompatibility of Computer Records**
The Company will pay for the lesser of:
 - (a) costs of modification of Computer and Telecommunication Equipment; or
 - (b) costs of replacement of Unfixed Media;
 together with reinstatement of Programmes or Data thereon;

 to achieve compatibility in the event that loss or destruction of Computer and Telecommunication Equipment insured by Part A – Computer Breakdown has resulted in undamaged Unfixed Media being incompatible with the replacement Computer and Telecommunication Equipment.
3. **Additional Property**
The Company will pay for Damage to Property acquired after the commencement of the Period of Insurance for the period up to the next renewal date, subject to the Company being notified in writing within 28 days of acquisition and the Named Insured paying or agreeing to pay such additional premium as the Company may reasonably require.
4. **Additional Rental**
In the event of Damage insured by Part A – Computer Breakdown to Property requiring replacement of a lease or hire agreement by a new contract for similar property, the Company will pay any additional rental charges reasonably incurred.

5. Insured Incident Umbrella

If, in consequence of an Insured Incident occurring during the Period of Insurance the Business be interrupted or interfered with, then the Company will pay to the Named Insured the additional expenditure necessarily and reasonably incurred by the Named Insured during the Indemnity Period – Insured Incident in consequence of such interruption or interference.

The Named Insured may utilise the limit shown in Part A – Computer Breakdown of the Schedule for Insured Incident Umbrella for any one or any combination of items (a) – (f) described under Section Definition - Insured Incident.

Provided that the Company's total liability under this Extension is limited to the amount shown in Part A – Computer Breakdown of the Schedule for Insured Incident Umbrella in respect of any one Event and in any one Period of Insurance.

Part A – Computer Breakdown Umbrella Additional Cover

1. Consulting Engineers' Fees / Repair Investigation Costs

The Company will pay fees and costs incurred with the consent of the Company in conducting investigations or tests into possible repair, reinstatement (whether or not successful) or replacement consequent upon Damage insured by Part A – Computer Breakdown, but not for preparing any claim.

The Company's liability for such Damage and fees and costs shall not exceed in total the appropriate Sum Insured.

2. Automatic Reinstatement

The amounts stated in Part A – Computer Breakdown as Sums Insured will be automatically reinstated from the date of occurrence of any claim at additional premium to be agreed between the Company and the Named Insured, except that the Company will not require additional premium if the total cost of the claim does not exceed €10,000.

3. Waiver of Subrogation against Authorised Users

Notwithstanding General Condition – Subrogation, the Company shall waive any rights of subrogation against any user of the Property, provided that:

- (a) such user has the authority of the Named Insured to use the Property; and
- (b) such user shall as if he were the Named Insured observe, fulfil and be subject to the terms of this Computer and Machinery Breakdown Section.

4. Professional Accountants' Charges

The Company will pay to the Named Insured the reasonable charges payable by the Named Insured to their professional accountants for producing particulars of any claim for which indemnity is provided by:

- (a) Part A – Computer Breakdown Umbrella Cover - Business Interruption. Provided that such charges are part of and not in addition to the limit shown in the Schedule in respect of Part A – Computer Breakdown Umbrella Cover; or
- (b) Part A – Extension – Insured Incident Umbrella. Provided that such charges are part of and not in addition to the limit shown in the Schedule in respect of Extension – Insured Incident Umbrella.

Part B – Machinery Breakdown Umbrella Cover

The insurance provided by Part B – Machinery Breakdown covers:

- (a) Accidental destruction of or damage to Machinery at the Business Premises during the Period of Insurance, caused by:
 - (i) the sudden actual failure, breaking, distortion or burning out of any part of the Machinery whilst in ordinary use; and
 - (ii) arising from either mechanical or electrical defects in the Machinery, or failure or fluctuation of the electricity supply, causing the stoppage of the functions thereof and necessitating repair or replacement of the Machinery before it can resume normal working; and
- (b) **Business Interruption.**

The Named Insured may utilise the Limit shown Schedule for Part B – Machinery Breakdown Umbrella Covers for any one or any combination of items (a) or (b) above.

Provided that the Company's total liability under all Part B – Machinery Breakdown Umbrella Covers combined is limited to the Limit shown in the Schedule in respect of any one Event and in any one Period of Insurance.

Part B – Machinery Breakdown Umbrella Additional Cover

1. Temporary Repairs or Expediting Costs

The Company will pay for costs necessarily and reasonably incurred in the making of temporary repairs upon, or the expediting of the repair, reinstatement or replacement of Property consequent upon Damage insured by Part B – Machinery Breakdown.

Section Conditions

1. Claims Conditions

(a) Other Interests

The interests of parties under mortgage, hiring, leasing or similar agreements with the Named Insured are noted in this insurance, provided that the nature and extent of any such interests are disclosed to the Company by the Named Insured in the event of a claim against this Computer and Machinery Breakdown Section.

(b) Subrogation Waiver

In the event of a claim arising under this Computer and Machinery Breakdown Section, the Company agrees to waive any rights, remedies or relief to which the Company might become entitled by subrogation against any company:

- (i) standing in the relation of parent to subsidiary to the Named Insured;
- (ii) standing in the relation of subsidiary to parent to the Named Insured; or
- (iii) which is a subsidiary of a parent company of which the Named Insured is a subsidiary;

in each case as defined by current legislation.

(c) Reinstatement

If any Property is to be reinstated or replaced by the Company, the Named Insured shall at its own expense provide all such plans, documents, books

and information as may reasonably be required. The Company 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.

(d) Company's Rights following a Claim

On the happening of Damage in respect of which a claim is made, the Company and any person authorised by the Company may, without thereby incurring any liability or diminishing any of the Company's rights under this Policy, enter, take or keep possession of the Business Premises where such Damage has occurred, and take possession of or require to be delivered to the Company any Property Insured and deal with such Property for all reasonable purposes and in any reasonable manner.

No Property may be abandoned to the Company whether taken possession of by the Company or not.

2. Reasonable Precautions

The Named Insured shall:

- (a) take all reasonable precautions to prevent Damage to the Property or accidental loss, distortion, corruption or erasure of Programmes or Data;
- (b) in respect of Programmes, maintain a back-up copy of the current version at a location other than the respective Business Premises where the Media on which the Programmes are recorded is situate; and
- (c) in respect of Data, maintain a weekly full system back-up of Data at a location other than the respective Business Premises where the Media on which the Data is recorded is situate.

3. Designation

Where necessary, the item heading under which any Property is insured shall be determined by the designation under which such Property appears in the Named Insured's books.

Basis of Settlement

1. In respect of Part A – Computer Breakdown Umbrella Cover - Damage to Property Insured and Cover clause (a) of Part B – Machinery Breakdown Umbrella Cover, the amount payable for each item of Property will be in accordance with the Basis of Settlement applicable to such Property under the Property Damage Section, except that no Underinsurance Condition shall apply.
2. In respect of Part A – Computer Breakdown Umbrella Covers - Reinstatement of Programmes and Reinstatement of Data, the Company will pay the costs necessarily and reasonably incurred by the Named Insured in:
 - (a) the Reinstatement of Programmes or the Reinstatement of Data, but not for the value to the Named Insured of the Data contained therein; or
 - (b) associated documentation and source materials, excluding the value to the Named Insured of the information contained therein.
3. In respect of Part A – Computer Breakdown Umbrella Cover – Business Interruption and Part B – Machinery Breakdown Umbrella Cover – Business Interruption, the amount payable will be in accordance with the Basis of Settlement applicable under the Business Interruption Section, provided that:

- (a) if the Basis of Settlement applicable under the Business Interruption Section is GP, the following paragraph shall not apply:

Provided always that, if the Sum Insured by this item shall be less than the sum produced by applying the Rate of Gross Profit to the Annual Turnover (or to a proportionately increased multiple thereof where the Maximum Indemnity Period shown in the Schedule exceeds twelve months), the amount payable shall be proportionately reduced.

- (b) if the Basis of Settlement applicable under the Business Interruption Section is GR, the following paragraph shall not apply:

Provided that, if the Sum Insured by this item shall be less than the Annual Revenue (or a proportionately increased multiple thereof where the Maximum Indemnity Period shown in the Schedule exceeds twelve months), the amount payable shall be proportionately reduced.

- (c) the Maximum Indemnity Period shall be replaced with the Maximum Indemnity Period shown in the Schedule to this Computer and Machinery Breakdown Section.

6. any property more specifically insured by or on behalf of the Named Insured.
7. Damage caused by pollution or contamination.
8. Damage caused by or resulting from:
 - (a) the unauthorised access to;
 - (b) the use of authorised access to cause intentional harm to;
 - (c) a denial-of-service attack against; or
 - (d) the introduction of a Virus into; a computer system.
9. loss if the interruption or interference with the Business does not exceed the Time Franchise Period.

Section Exclusions

The following exclusions apply to both Part A – Computer Breakdown Umbrella Cover and Part B – Machinery Breakdown Umbrella Cover. These exclusions apply in addition to the exclusions that apply only to Part A – Computer Breakdown Umbrella Cover or Part B – Machinery Breakdown Umbrella Cover.

The insurance provided under this Computer And Machinery Breakdown Section does not cover:

1. Damage recoverable under any guarantee or maintenance, rental, hire or lease agreement.
2. Damage caused by wear and tear, deterioration, atmospheric or climatic conditions, rust or corrosion.
3. Damage in respect of Stock.
4. Damage caused directly or indirectly by the failure of any computer or other equipment or system for processing, storing or retrieving data, whether the property of the Named Insured or not to correctly:
 - (a) recognise any date as its true calendar date;
 - (b) capture, save, retain, manipulate, interpret or process any data or information or command or instruction, as a result of treating any date otherwise than as its true calendar date; or
 - (c) capture, save, retain or process any data as a result of the operation of any command which has been programmed into any computer software, being a command which causes the loss of data or the inability to capture, save, retain or correctly to process such data on or after any date.
5. Damage caused by or consisting of:
 - (a) inherent vice, latent defect, gradual deterioration or the property's own faulty or defective design or materials; or
 - (b) faulty or defective workmanship or operational error or omission on the part of the Named Insured or any of his Employees.

Exclusions Applicable Only to Part A – Computer Breakdown Umbrella

The insurance provided under Part A – Computer Breakdown Umbrella does not cover:

1. Damage involving any item of Computer and Telecommunication Equipment, unless such item is at the time of the Damage the subject of a maintenance, rental, hire or lease agreement which must provide a minimum service of on-call remedial or corrective maintenance at inclusive cost, but this exclusion shall not apply to Part A – Computer Breakdown Umbrella Extension – Insured Incident Umbrella.
2. in respect of Part A – Computer Breakdown Umbrella Extension – Insured Incident Umbrella:
 - (a) loss due to failure of any satellite prior to its obtaining its full operating function or while in or beyond the final year of its design life;
 - (b) loss due to atmospheric, solar or lunar conditions causing temporary interference with transmission to or from any satellite;
 - (c) loss covered under the Business Interruption Section regardless of whether such loss exceeds the applicable limit under the Business Interruption Section; or
 - (d) the additional expenditure incurred during the first 48 hours following Damage to any item of Computer and Telecommunication Equipment if a maintenance, rental, hire or lease agreement providing a minimum service of on – call remedial or corrective maintenance at inclusive cost is not in force on such item.
3. Damage caused by dishonesty, fraudulent action, trick, device or other false pretence by any Employee, partners or directors of the Named Insured whether acting alone or in collusion with others.
4. Damage in respect of Computer and Telecommunication Equipment controlling electrical and mechanical building services equipment.

Exclusions Applicable Only to Part B – Machinery Breakdown Umbrella

The insurance provided under Part B – Machinery Breakdown Umbrella does not cover:

1. Damage caused by faulty inadequate or defective installation.
2. Damage for which a supplier contractor or repairer is responsible.
3. Damage arising out of wilful act or gross negligence of the Named Insured or any Employee.
4. Damage covered by the Property Damage Section.
5. Damage in respect of any item of Machinery due to its own breakdown occurring within 30 days of its initial installation at the Business Premises.

Employers' Liability Section

Cover

1. Bodily Injury

The Company will indemnify the Insured, subject to the Limit of Indemnity, in respect of all sums which the Insured shall become legally liable to pay as Compensation, for Bodily Injury sustained by any Employee that arises out of and in the course of employment by the Named Insured in connection with the Business and is caused during the Period of Insurance:

- (a) within the Republic of Ireland, Great Britain, Northern Ireland, the Isle of Man or the Channel Islands; or
- (b) anywhere in the world outside the territories stated in (a) above, where the Employee, normally resident in the territories stated in (a) above, is temporarily working in connection with the Business.

2. Claimants' Costs and Expenses

The Company will indemnify the Insured, subject to the Limit of Indemnity, in respect of all sums the Insured shall become legally liable to pay as claimants' costs and expenses in connection with the indemnity provided under Cover clause – Bodily Injury.

3. Defence Costs and Expenses

The Company will indemnify the Insured, subject to the Limit of Indemnity stated in the Schedule, in respect of all:

- (a) costs of legal representation, reasonably incurred with the Company's written consent, at any;
 - (i) coroner's inquest or other inquiry in respect of any death; or
 - (ii) proceeding in a court (other than in the defence of any criminal proceeding brought or in an appeal against a conviction arising from such criminal proceeding) in respect of any act or omission causing or relating to any matter.
- (b) other costs and expenses reasonably incurred with the Company's written consent in relation to any matter;

which may be the subject of indemnity under Cover clause – Bodily Injury.

4. Safety, Health and Welfare at Work Act Prosecution Defence Costs

The Company will indemnify the Named Insured, and at the request of the Named Insured, any partner director or Employee of the Named Insured, subject to the Limit of Indemnity as stated in the Schedule, in respect of all legal costs or other expenses, reasonably incurred with the Company's written consent, in the defence of any criminal proceeding brought or in an appeal against a conviction arising from such criminal proceeding in respect of a breach of any health and safety at work legislation committed or alleged to have been committed during the Period of Insurance, in connection with the Business.

Provided that:

- (a) in relation to an appeal, counsel has advised there are strong prospects of such appeal succeeding;
- (b) the proceedings relate to the health safety or welfare of an Employee; and
- (c) the indemnity will not apply to:

- (i) proceedings consequent upon any deliberate act or omission;
- (ii) fines or penalties of any kind;
- (iii) the bringing of an appeal solely regarding the amount of a fine or penalty; or
- (iv) any circumstance where indemnity is provided by any other insurance or where but for the existence of this Cover clause indemnity would have been provided by such other insurance.

5. Payment for Court Attendance

If the Company or its representative requests any undermentioned person attend a court, tribunal or other forum as a witness in connection with a claim, in respect of which the Insured is entitled to indemnity under this Section, the Company will, at their discretion, provide compensation to the Insured up to the following rates per day for each day or part thereof that attendance is required:

- (a) any principal, partner or director of the Named Insured €500
- (b) any other Employee €200

6. Indemnity to Principal

If the Named Insured so requests, the Company will indemnify any principal for whom the Insured is carrying out work under a contract or agreement against liability arising out of the performance of such work by the Insured and in respect of which the Insured would have been entitled to indemnity under Cover clause – Bodily Injury, Cover clause Claimants' Costs and Expenses and Cover clause Defence Costs and Expenses, as if the claim had been made against the Insured, but only to the extent required by the terms and conditions of such contract or agreement.

Provided that:

- (a) said principal shall observe fulfil and be subject to the terms of this Policy in so far as they can apply.
- (b) the Company's aggregate liability to all parties comprising the Insured and any principal shall not exceed the Limit of Indemnity stated in the Schedule.

7. Unsatisfied Court Judgements

Where a judgement for Compensation has been obtained by an Employee or a legal personal representative of an Employee, for Bodily Injury sustained by the Employee that arose out of and in the course of employment by the Insured in connection with the Business and was caused during the Period of Insurance, against any company or person operating from or residing within the Republic of Ireland, Great Britain, Northern Ireland, the Isle of Man or the Channel Islands, in any court situate in the said territories and such judgement remains unsatisfied in whole or in part 6 months after the date of judgement, then at the request of the Named Insured, the Company will pay to the Employee or the legal personal representative of the Employee, subject to the Limit of Indemnity as stated in the Schedule, the amount of any such Compensation and awarded costs that remain unsatisfied,

Provided that:

- (a) the judgement is not on appeal.
- (b) prior to any payment being made by the Company, the Employee or the legal personal representative of the Employee, has assigned all rights to recover from

the party against whom the judgement was obtained to the Company.

- (c) all reasonable steps necessary to protect the Company's ability to recover from the party against whom the judgement was obtained have been taken by the Employee or the legal personal representative of the Employee.

8. Proactive Rehabilitation Support

The Company will indemnify the Insured in respect of Rehabilitation Expenses arising from accidental Bodily Injury sustained by an Employee.

Provided that:

- (a) the Bodily Injury was sustained during the Period of Insurance and arises from an Event within the Republic of Ireland, Great Britain, Northern Ireland, the Isle of Man or the Channel Islands and during the course of employment by the Named Insured in connection with the Business and whilst undertaking their normal working duties.
- (b) the Event occurred at a single fixed time and place and during the Period of Insurance.
- (c) the Bodily Injury results in a Certified Absence.
- (d) the Bodily Injury is reported to the Company within 30 days of the date the medical practitioner signed the Certificate of Absence.
- (e) the insurance under this Cover clause shall not apply in respect of Bodily Injury arising from, and in consequence of, an event occurring whilst an Employee is travelling in or on, or entering into, or onto, or alighting from, a motor vehicle where indemnity is available from other insurance required by compulsory road traffic legislation.
- (f) the acceptance by the Service Provider and the Company of any claim for rehabilitation services does not constitute a notification or acceptance of a circumstance which may give rise to a claim under any other Cover clause of this Section.

9. Public Relations Costs

Where the Insured is entitled to indemnity under this Section, the Company will pay, with the written consent of the Company, reasonable costs or fees for public relations services recommended and provided by an Approved Provider to mitigate or prevent negative publicity.

The Company's limit of liability under this Cover clause shall not exceed the Public Relations Costs Limit shown in the Schedule and shall be included within and not in addition to the Limit of Indemnity.

Limit of Indemnity

The Limit of Indemnity is stated in the Section Schedule and applies to the Compensation for Bodily Injury payable in respect of any one occurrence or all occurrences of a series consequent on or attributable to one source or original cause, and is inclusive of all claimants' and defence costs and expenses payable under Cover clause – Claimant's Costs and Expenses, Cover clause – Defence Costs and Expenses and Cover clause – Safety, Health and Welfare at Work Act Prosecution Defence Costs.

Condition

Claims (Right of Recovery)

The indemnity provided by this Employers' Liability Section is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to employees in Great Britain, Northern Ireland, the Isle of Man and the Channel Islands, but the Insured shall repay to the Company all sums paid by the Company which it would not have been liable to pay, but for the provision of such law.

Exclusions

The Company shall not be liable to indemnify the Insured in respect of:

1. any amount payable under workmen's compensation, social security or health insurance legislation.
2. any claim arising directly or indirectly out of Offshore Work.
3. any liability for which compulsory motor insurance or security is required under road traffic legislation.
4. any liability arising from any development work to the Insured's property, other than maintenance or repair.

Public and Products Liability Section

Cover

1. Legal Liability

The Company will indemnify the Insured, subject to the Limit of Indemnity, in respect of all sums which the Insured shall become legally liable to pay as Compensation for and arising out of accidental Injury or Damage occurring during the Period of Insurance and arising in connection with the Business.

2. Claimants' Costs and Expenses

The Company will, in addition to the Limit of Indemnity, indemnify the Insured in respect of all sums the Insured shall become legally liable to pay as claimants' costs and expenses in connection with the indemnity provided under Cover clause – Legal Liability.

3. Defence Costs and Expenses

The Company will, in addition to the Limit of Indemnity, indemnify the Insured in respect of all:

- (a) costs of legal representation, reasonably incurred with the Company's written consent, at any;
 - (i) coroner's inquest or other inquiry in respect of any death;
 - (ii) proceeding in a court (other than in the defence of any criminal proceedings brought or in an appeal against conviction arising from such criminal proceeding) in respect of any act or omission causing or relating to any matter; or
- (b) other costs and expenses, reasonably incurred with the Company's written consent, in relation to any matter;

which may be the subject of indemnity under Cover clause – Legal Liability.

4. Data Protection

The Company will indemnify the Named Insured and at the request of the Named Insured any partner, director or Employee of the Named Insured, subject to the limit of liability stated in paragraph (e) below, in respect of their liability to pay Compensation for damage or distress only under article 82 of the GDPR, including claimants' costs and expenses in connection with that claim for Compensation, and with the written consent of the Company:

1. the reasonable defence costs and expenses incurred, and
2. the reasonable defence costs incurred relating to a prosecution brought under the GDPR in relation to a claim made by any person;

Provided that:

- (a) a claim for Compensation is first made or a prosecution is first brought against the Named Insured during the Period of Insurance;
- (b) the Named Insured has taken all reasonable care to comply with the requirements of the GDPR;
- (c) the indemnity will not apply to:
 - (i) fines or penalties of any kind;

- (ii) the cost of replacing, reinstating, rectifying, erasing, blocking or destroying data;
- (iii) the Named Insured or any partner, director or Employee of the Named Insured in respect of liability caused by, or arising from, a deliberate or intentional act or omission of any such person, the effect of which knowingly resulted in liability under the GDPR;
- (iv) claims which arise out of circumstances notified to previous insurers or are known to the Insured and likely to give rise to indemnity under this Cover clause at the start of the Period of Insurance;
- (v) liability for which indemnity is provided under any other insurance;
- (vi) liability which arises as a result of the provision by the Named Insured, in connection with the Business, of services for the processing of data on behalf of a Third Party, or
- (vii) liability which arises as a result of the recording or provision of data for reward or for determining the financial status of any person;
- (d) in respect of each and every claim or claims arising from an Event under this Cover clause the Named Insured shall be liable for 10% of the cost of such claim or claims or €750 whichever is the greater; and
- (e) the Company's limit of liability under this Cover clause shall not exceed the Data Protection Limit shown in the Schedule and shall be included within and not in addition to the Limit of Indemnity.

5. Motor Contingent Liability

Notwithstanding Section Exclusion 4, the Company will indemnify the Named Insured, subject to the Limit of Indemnity, in respect of all sums which the Named Insured shall become legally liable to pay as Compensation for Injury or Damage that arises from or is caused by any motor vehicle that is not the property of nor provided by the Named Insured but is being used in connection with the Business.

Provided that the Company will not provide indemnity in respect of liability;

- (a) for loss of or damage to such vehicle or property carried;
- (b) for which indemnity is available from any other source or is provided by any other insurance or where but for the existence of this Cover clause indemnity would have been provided by such other source or insurance; or
- (c) arising or caused whilst such vehicle is being:
 - (i) driven by the Named Insured;
 - (ii) driven with the consent of the Named Insured or its representative by a person who, to the knowledge of the Named Insured or such representative, does not hold a licence to drive such vehicle, unless such person has held and is not disqualified from holding or obtaining such a licence; or
 - (iii) used elsewhere than in the Republic of Ireland, Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

6. Payment for Court Attendance

If the Company or its representative requests any undermentioned person attend a court, tribunal or other forum as a witness in connection with a claim, in respect of which the Insured is entitled to indemnity under this Section, the Company will, at their discretion, provide compensation to the Insured up to the following rates per day for each day or part thereof that attendance is required:

- | | |
|---|------|
| (a) any principal, partner or director of the Named Insured | €500 |
| (b) any other Employee | €200 |

7. Indemnity to Principal

If the Named Insured so requests, the Company will indemnify any principal for whom the Insured is carrying out work under a contract or agreement, against liability arising out of the performance of such work by the Insured and in respect of which the Insured would have been entitled to indemnity under Cover clause – Legal Liability, Cover clause – Claimants' Costs and Expenses and Cover clause – Defence Costs and Expenses, as if the claim had been made against the Insured, but only to the extent required by the terms and conditions of such contract or agreement.

Provided that:

- (a) said principal shall observe, fulfil and be subject to the terms of this Policy, in so far as they can apply; and
- (b) the Company's aggregate liability to all parties comprising the Insured and any principal shall not exceed the Limit of Indemnity.

8. Overseas Personal Liability

The Company will indemnify the Named Insured and, at the request of the Named Insured, any partner, director of the Named Insured or Employee (including their families whilst accompanying them), against legal liability to pay Compensation for Injury or Damage incurred in a personal capacity whilst engaged in visits in connection with the Business outside the Territorial Limits.

Provided that:

- (a) each party covered hereunder shall observe, fulfil and be subject to the terms and conditions of the Policy, insofar as they can apply;
- (b) the Company's aggregate liability to all persons, firms, bodies, corporate or entities comprising the Named Insured and any other party or parties, shall not exceed the Limit of Indemnity; and
- (c) the Company will not provide indemnity:
 - (i) in respect of legal liability caused by or arising out of the ownership or occupation of land or buildings; or
 - (ii) where indemnity is available from any other source or is provided by any other insurance or where, but for the existence of this Cover clause, indemnity would have been provided by such other source or insurance.

9. Property in the Insured's Custody or Control

Section Exclusion 1(d) will not apply to:

- (a) the personal effects, (including vehicles and its contents), of any visitor or partner, director or Employee of the Named Insured;

- (b) any premises, (including their fixtures fittings and contents), not owned by or leased, rented or hired to the Named Insured, that are temporarily occupied by an Insured for the purpose of carrying out work therein or thereon; or
- (c) any premises, (including their fixtures and fittings), leased, rented or hired to the Named Insured, provided that the Company will not provide indemnity in respect of:
 - (i) liability assumed by the Named Insured under a tenancy or other agreement, unless liability would have attached in the absence of such tenancy or other agreement; or
 - (ii) the first €1000 (or any applicable Deductible applying to the Section if greater) of each and every occurrence of loss or damage caused to any such premises fixtures or fittings, other than by fire or explosion.

10. Public Relations Costs

Where the Insured is entitled to indemnity under this Section, the Company will pay, with the written consent of the Company, reasonable costs or fees for public relations services recommended and provided by an Approved Provider to mitigate or prevent negative publicity.

The Company's limit of liability under this Cover clause shall not exceed the Public Relations Costs Limit shown in the Schedule and shall be included within and not in addition to the Limit of Indemnity.

Limit of Indemnity

The Limit of Indemnity is stated in the Schedule and applies to Compensation for accidental Injury or Damage payable in respect of any one occurrence or all occurrences of a series consequent on or attributable to one source or original cause.

Provided that:

- (a) (i) in respect of liability arising from Products, the Limit of Indemnity shall be the total amount payable during any one Period of Insurance in respect of all claims;
- (ii) in respect of any claim, judgment, award, payment or settlement made within countries which operate under the laws of the United States of America, its territories or possessions, Puerto Rico, or Canada (or to any order made anywhere in the world to enforce such judgment, award, payment or settlement (either in whole or in part), the liability of the Company for all such Compensation, inclusive of Cover - Claimant's Costs and Expenses and Cover - Defence Costs and Expenses in any one Period of Insurance, shall not exceed, in the aggregate, the Limit of Indemnity;
- (b) where the Limit of Indemnity is less than the total amount of the Insured's liability (the total liability excluding any costs and expenses) then the costs and expenses payable under Cover clause – Claimant's Costs and Expenses and Cover clause – Defence Costs and Expenses shall be limited to the proportion that the Limit of Indemnity bears to the total amount of such liability; and
- (c) the Deductible in respect of Compensation and claimants' costs and expenses will be payable before the Company shall be liable to make a payment.

Exclusions

The Company shall not be liable to indemnify the Insured in respect of:

1. the cost of making good Damage to property:
 - (a) belonging to the Insured;
 - (b) being that part of any property worked upon by the Insured that arises out of such work;
 - (c) being that part of any Product giving rise to a claim; or
 - (d) in the Insured's care custody or control, other than as provided for under Cover clause 9 of this Section.
2. liability assumed by the Insured under contract or agreement to any person, firm or company, unless the Company has signified its approval to the form of such contract or agreement or such liability would have attached notwithstanding such contract or agreement.
3. liability arising from the ownership, possession or use, by or on behalf of the Insured, of any vessel or craft (other than non powered water craft) made or intended to float on or in or travel through water, air or space, but this Exclusion shall not apply to any waterborne vessel or craft not exceeding 10 metres in length, other than power boats used for racing.
4. liability caused by or arising from the ownership, possession or use, by or on behalf of the Insured, of any mechanically propelled vehicle or plant, except:
 - (a) any vehicle or plant:
 - (i) not requiring a licence for road use or a certificate of motor insurance or other security; or
 - (ii) being used as a tool of trade at any premises of the Insured or on the site of any contract where the Insured is working; or
 - (b) the loading or unloading or the bringing to or taking away of a load from any mechanically propelled vehicle or plant.

Provided that the Company will not provide indemnity:

- (i) in respect of liability which is compulsorily insurable under any road traffic legislation;
 - (ii) where indemnity is available from any other source or is provided by any other insurance or where, but for the existence of cover under this Section, indemnity would have been provided by such other source or insurance.
5. liability arising out of any actual or alleged Pollution or Contamination including, without limitation, clearing up, testing, monitoring, containing, treating, detoxifying or neutralising Pollution or Contamination:
 - (a) within the United States of America, its territories and possessions, Puerto Rico and Canada; or
 - (b) elsewhere in the world, unless caused by a sudden, identifiable, unintended and unexpected incident, which takes place in its entirety at a specific time and place during the Period of Insurance.

Provided that:

- (i) notwithstanding General Condition - Jurisdiction or any amendment thereto, the Company shall not

grant indemnity in respect of any claim, judgment, award, payment or settlement in the United States of America, its territories and possessions, Puerto Rico and Canada or in respect of the enforcement of any such claim judgement, award, payment or settlement;

- (ii) all Pollution or Contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place; and
- (iii) the liability of the Company for all Compensation payable in respect of all Pollution or Contamination which has occurred or is deemed to have occurred during the Period of Insurance shall not exceed the Limit of Indemnity in the aggregate.

For the purpose of this Exclusion 5, Pollution or Contamination means:

- (a) all pollution or contamination of buildings or other structures or water or land or the atmosphere; and
 - (b) all Damage or Injury directly or indirectly caused by such pollution or contamination.
6. liability for costs and expenses for
 - (a) the repair, inspection, alteration, correction, removal or replacement of defective materials, service or workmanship; or
 - (b) the withdrawal, recall, inspection, alteration, correction, removal, replacement or making of any refund, in respect of Products.
 7. liability arising out of Products comprising or incorporated:
 - (a) in or on any aircraft, spacecraft, or military or naval missile; or
 - (b) in ground support or control equipment used for the purpose of guidance, navigation or direction of any aircraft, spacecraft, or military or naval missile.
 8. liability in respect of loss of information or the provision of wrong information in or from computer programs, tapes or data recording equipment, unless such loss of information or provision of wrong information is a direct consequence of physical loss of or damage to tangible property.
 9. liability in respect of Bodily Injury sustained by an Employee and arising out of and in the course of employment by the Insured.
 10. Liability in respect of any development work to any premises owned, leased or rented by the Named Insured other than maintenance or repair.
 11. liability for Financial Loss.
 12. liability caused by, or arising from, the failure of any computer, or other equipment or system for processing, storing or retrieving data, whether the property of the Named Insured or not, to correctly:
 - (a) recognise any date as its true calendar date;
 - (b) capture, save, retain, manipulate, interpret or process any data or information, command or instruction, as a result of treating any date otherwise than as its true calendar date; or
 - (c) capture, save, retain, or process any data as a result of the operation of any command which has been programmed into any computer software being a command which causes the loss of data or the

inability to capture, to save, retain or correctly to process such data, on or after any date.

13. liability for Bodily Injury arising from an act or omission in the provision of, or failure to provide, Health Care, but this shall not apply (in so far as indemnity is otherwise provided) in respect of legal liability directly or indirectly resulting from, caused by, contributed to, attributed to or in any way related to Abuse.

For the purpose of this exclusion:

- (a) Health Care means health care (but not First Aid) rendered by members of the health care and allied services or by others consequent on decisions or judgements made by such members.

Such members shall include:

- (i) medical and dental practitioners;
- (ii) nurses;
- (iii) midwives;
- (iv) pharmacists;
- (v) professions allied to medicine;
- (vi) care assistants and nursing auxiliaries;
- (vii) ambulance personnel;
- (viii) laboratory technicians; and
- (ix) social workers.

- (b) First Aid means emergency care (other than pre planned emergency treatment for specific individuals) given immediately to an injured or sick person by any director, partner or Employee of the Named Insured in the course of carrying out their duties when undertaking the Named Insured's Business.

14. liability arising out of advice, design, plan, formula, specification or omission to perform a professional duty, provided for a fee or in circumstances where a fee would normally be charged.

15. liability arising out of any work away from premises owned or leased or rented by the Named Insured involving the use of grinding wheels, cutting discs, angle grinders, electric oxy-acetylene or other welding or cutting equipment, blow torches, blow lamps or flame guns or hot air guns, heated tar, bitumen or asphalt or any other process involving the application of heat, other than this exclusion shall not apply to the use of electric soldering irons.

16. liability caused by or arising from:

- (a) the unauthorised access to;
- (b) the use of authorised access to cause intentional harm to;
- (c) a denial-of-service attack against; or
- (d) the introduction of a Virus into;

a computer system.

This exclusion does not apply to Bodily Injury or physical damage to tangible property including the resulting loss of use of that property.

Product Recall Section – Costs Only

Cover

The Company will indemnify the Named Insured, subject to the Limit of Indemnity, in respect of Recall Expenses caused by an Insured Incident which was discovered by or notified to the Named Insured during the Period of Insurance and which was reported to the Company during the Period of Insurance or within 30 days following the expiry of the Period of Insurance,

Limit of Indemnity

The liability of the Company in any one Period of Insurance shall not exceed the Limit of Indemnity specified in the Schedule. Where the Company is liable to indemnify more than one person, firm or body, the total amount of indemnity payable under this insurance shall not exceed the Limit of Indemnity.

Conditions

If a condition below is also contained in the General Conditions the condition below replaces the General condition for the purposes of this Section.

1. Acquisitions

Companies newly established or acquired by the Named Insured after the commencement of this Section in which the Insured directly or indirectly holds a 50% share or more or has management control will be covered, but only for the existing range of Products already covered. Any new products are not covered until submitted to and accepted by the Company. No Product Recall cover will be provided for Products sold prior to the date of acquisition.

2. Recall Plan

The Named Insured shall have a Recall plan in place which satisfies the requirements of the Company.

3. Continued Recall after Policy renewal or expiry

- (a) Should this Policy renew or expire while a reported Insured Incident is in progress, it is understood and agreed that, subject to the other terms and conditions of this Policy and subject to Condition 3(b) below, coverage hereunder shall continue in respect of such Insured Incident until the Recall has been completed or until the Limit of Indemnity contained herein with respect to such Insured Incident has been exhausted, whichever occurs first.
- (b) Coverage in respect of an Insured Incident shall cease immediately after the expiry of 12 months from the date on which the Insured Incident was discovered by or notified to the Named Insured and there shall be no indemnity provided for Recall Expenses incurred thereafter, whether such Recall Expenses be newly incurred expenses or continuing expenses.

4. Claims (Duties owed by the Named Insured)

In the event of an Insured Incident giving rise to a claim under this insurance, notwithstanding General Condition – Claims (Duties owed by the Insured), the Named Insured shall:

- (a) take such steps as the Company shall reasonably require to preserve potential, physical or documentary evidence which may be necessary to seek to recover its outlay from a third party;

- (b) ensure that evidence of Recall Expenses is retained in a format acceptable to the Company's adjusters or solicitors in order to provide evidence of loss in any recovery proceedings;
- (c) within 7 days of an Insured Incident, provide the Company's adjusters or solicitors with:
 - (i) the names of any Employees who can give evidence as to the circumstances giving rise to the Insured Incident;
 - (ii) the names of any Employees who can give evidence as to the decision making process leading to the Recall;
 - (iii) full details of any contract with a third party who may potentially be legally liable for the Recall Expenses; and
 - (iv) the name of a senior Employee who is authorised to liaise with the Company's adjusters or solicitors to assist them in the efficient pursuit of any recovery action; and
- (d) give written notice to the Company prior to any of the persons whose details have been provided in accordance with 4(c) above leaving the employ of the Named Insured.

5. Named Insured's Retained Liability

In the event of an Insured Incident giving rise to a claim under this insurance the Named Insured will pay the first 10% or the amount of the Deductible stated in the Schedule, whichever is the greater, of each and every claim before the Company shall be liable to make any payment.

Exclusions

The Company shall not be liable to indemnify the Named Insured in respect of:

- 1. Recall Expenses as a result of:
 - (a) Products which are similar to or have the same trade or brand name as the Affected Products requiring Recall, but which are from a different batch to the Affected Products; or
 - (b) Recall Expenses as a result of an Insured Incident arising from new Products, until such new Products have been accepted by the Company in writing.
- 2. liability to third parties however arising.
- 3. Recall Expenses as a result of an Insured Incident arising from:
 - (a) Defects caused by an act or omission of a third party after the Products have left the custody or control of the Named Insured;
 - (b) an arbitrary, deliberate or illegal act by the Named Insured or Recall caused by malicious tampering or malicious contamination, extortion, blackmail or other criminal activity;
 - (c) Products which were manufactured prior to the Retroactive date contained in the Schedule;
 - (d) acts, errors or omissions of any of the Named Insured's Employees with prior knowledge of any of the Insured's officers or directors;
 - (e) facts or circumstances which the Named Insured knew or reasonably should have known prior to the

first Inception Date of this Section and which could give rise to a Recall claim; or

- (f) intentional violation by the Named Insured of governmental or legal regulations related to consumer safety and protection.
- 4. Recall Expenses as a result of the express conditions of a contract or agreement entered into by the Named Insured which imposes additional costs or expenses for the Recall of the Products which would not have been incurred in the absence of such contract or agreement.
- 5. costs and expenses of any litigation or any proceedings resulting from dispute with public or government authorities.
- 6. costs of repair, inspection, alteration, amendment, upgrading, correction or replacement of Affected Products or of rendering Affected Products suitable to perform the function for which they were manufactured, serviced or distributed.
- 7. Recall Expenses which the Named Insured could reasonably have avoided by taking alternative measures resulting in lesser expense.
- 8. costs or expenses by way of loss of profits or damage to reputation.
- 9. Recall Expenses as a result of the inherent deterioration, decomposition or transformation of the Affected Product reaching the end of their recommended or accepted operational life.
- 10. Recall caused by or resulting from:
 - (a) the unauthorised access to;
 - (b) the use of authorised access to cause intentional harm to;
 - (c) a denial-of-service attack against; or
 - (d) the introduction of a Virus into;a computer system.

Technology Professional Indemnity And Cyber Section

Liability Covers

For each Liability Cover shown as insured in the Schedule, the Company will indemnify the Insured in respect of Civil Liability for Loss resulting from a Claim that is first made during the Period of Insurance for:

Technology Professional Indemnity Covers

1. **Technology Errors And Omissions**
a Technology Errors and Omissions Act committed in the course of the Business.
2. **Damage to Documents**
Damage to Documents incurred in the course of the Business that is discovered during the Period of Insurance and sustained while either in transit or in the custody of the Insured, or any person to whom the Insured has entrusted them.
3. **Dishonesty**
a Dishonest Or Fraudulent Act committed by an Employee in the course of the Business.
4. **Intellectual Property Rights**
an Infringement Of Intellectual Property Rights Act committed in the course of the Business.

Cyber Liability Covers

1. **Privacy And Security**
a Privacy And Security Act committed in the course of the Business.
2. **Media**
a Media Act committed in the course of the Business.

Liability Additional Covers

1. **Data Protection**
The Company will indemnify the Insured in respect of Civil Liability for Loss resulting from a Claim that is first made during the Period of Insurance for a Data Protection Violation to the extent liability arises under Article 82 of the GDPR.
2. **Payment for Court Attendance**
The Company will at their discretion, compensate the Insured for Payment for Court Attendance Costs.
The Deductible shall not apply.
3. **Unpaid Fees or Other Remuneration**
The Company will pay the Insured the Insured's claim for Unpaid Fees or Other Remuneration.
4. **Awards of Ombudsmen**
If an award is made against an Insured by an ombudsman, where the Claim giving rise to that award would have been covered, the Company will indemnify the Insured for all amounts the Insured becomes liable to pay in connection with that award, if the case:
 - (a) is first notified by the ombudsman to the Insured during the Period of Insurance and notified to the Company in accordance with Claims, Circumstances And First Party Events (Duties Owed by the Insured) Condition; or

- (b) arises from a Claim first made during the Period of Insurance; and

Provided that the Company shall only pay fees and disbursements incurred in the defence or settlement of a case accepted by the ombudsman in the same proportion that the insured part of the award bears to the total amount of the award.

5. Fines, Penalties, Punitive and Exemplary Damages

The Company will indemnify the Insured, in so far as such indemnity is allowable by law, for that part of any covered Claim, for fines, penalties, punitive or exemplary damages incurred by or awarded against a Client.

General Exclusion Punitive and other Non-Compensatory Damages does not apply to this cover.

6. Regulatory Proceedings

The Company will pay Defence Costs and Consumer Redress Funds on behalf of the Insured, resulting from a Regulatory Proceeding that is first made during the Period of Insurance, for a Privacy And Security Act or Media Act committed in the course of the Business.

Cyber Business Costs Covers

Breach Response Covers

For each Breach Response Cover shown as insured in the Schedule, the Company will reimburse, or pay on behalf of, the Named Insured, in accordance with the applicable Basis of Settlement, for:

1. Privacy Breach Notification

privacy breach notification costs, resulting from an actual or suspected Privacy Breach that is Discovered during the Period of Insurance.

2. Computer And Legal Experts

computer and legal expert costs resulting from an actual or suspected:

- (a) Privacy Breach;
 - (b) Security Breach; or
 - (c) Cyber Extortion Threat,
- that is Discovered during the Period of Insurance.

3. Betterment

betterment costs, following a Security Breach that is Discovered during the Period of Insurance.

4. Cyber Extortion

cyber extortion costs, in direct response to a Cyber Extortion Threat that is Discovered during the Period of Insurance.

5. Data Restoration

data restoration costs, directly caused by a Security Breach that is Discovered during the Period of Insurance.

6. Public Relations

public relations costs, resulting from an actual or suspected:

- (a) Privacy Breach or Security Breach; or
 - (b) Technology Errors and Omissions Act;
- Discovered during the Period of Insurance.

Cyber Crime Covers

For each Cyber Crime Cover shown as insured in the Schedule, the Company will pay the Named Insured, in accordance with the applicable Basis of Settlement, for its:

1. Computer Fraud

direct loss of Money, Securities, or Other Property, directly caused by Computer Fraud that is Discovered during the Period of Insurance.

2. Funds Transfer Fraud

direct loss of Money or Securities, directly caused by Funds Transfer Fraud that is Discovered during the Period of Insurance.

3. Social Engineering Fraud

direct loss of Money or Securities, directly caused by Social Engineering Fraud that is Discovered during the Period of Insurance.

4. Telecom Fraud

costs, directly caused by Telecom Fraud that is Discovered during the Period of Insurance.

Business Loss Covers

For each Business Loss Cover shown as insured in the Schedule, the Company will pay the Named Insured, in accordance with the applicable Basis of Settlement, for:

1. Damage to Computer System

Damage to:

- (a) a Computer System within the Territorial Limits; or
 - (b) Portable Electronic Equipment anywhere in the world;
- directly caused by a Security Breach that is Discovered during the Period of Insurance.

2. Business Interruption

business interruption loss, including damage to the Named Insured's reputation, that is directly caused by any of the following:

- (a) a Security Breach that results in a total or partial interruption of a Computer System;
- (b) a System Failure; or
- (c) the voluntary shutdown of a Computer System by the Named Insured, if it is reasonably necessary to minimize the Loss caused by a Privacy Breach or Security Breach in progress;

Discovered during the Period of Insurance.

3. Reputation Harm Extension – Adverse Media Report or Notification

business interruption loss is extended to include reputation harm, directly caused by:

- (a) an Adverse Media Report that is first communicated during the Period of Insurance; or
- (b) Notification that:
 - (i) first occurs during, or within 60 days after, the Period of Insurance; and
 - (ii) directly relates to a Privacy Breach or Security Breach that is Discovered during the Period of Insurance.

4. Unspecified Suppliers

(a) Unspecified Suppliers – IT Provider

business interruption loss, directly caused by an IT Provider Security Breach that is Discovered during the Period of Insurance.

(b) Unspecified Suppliers – Outsource Provider

business interruption loss, directly caused by an Outsource Provider Security Breach that is Discovered during the Period of Insurance.

5. Incompatibility of the Computer System

the costs to correct an incompatibility of the Computer System directly caused by a Security Breach Discovered during the Period of Insurance.

Cyber Business Costs Additional Cover

If Cyber Business Costs is shown as insured in the Schedule:

Rewards

the Company will reimburse the Named Insured, for rewards expenses paid that directly leads to the conviction of any person or persons who committed or tried to commit any illegal act related to the cover provided under any Cyber Business Costs Cover.

Provided that:

- (a) any reward will be handled and administered by the appropriate police authority or other authorities with jurisdiction over the matter; and
- (b) the Company will not reimburse the Named Insured for any rewards expenses paid to an Employee or Executive Officer.

The Deductible shall not apply.

Liability of the Company

If the Schedule shows an Aggregate Limit, it is the most the Company will pay for all Loss during any one Period of Insurance.

Liability Covers and Liability Additional Covers

The liability of the Company, in respect of any Claim will not exceed the applicable Limit of Indemnity or Inner Limit of Indemnity as shown in the Schedule and will be either:

- (a) the total amount payable during any one Period of Insurance; or
- (b) the total amount payable in respect of any one Claim;

as stated in the Schedule.

Any Inner Limit of Indemnity will be included within the applicable Limit of Indemnity.

Cyber Business Costs Covers and Cyber Business Costs Additional Cover

The most the Company will pay for all First Party Loss during any one Period of Insurance is the applicable Limit shown in the Schedule.

For any one Cover clause, the most the Company will pay for all First Party Loss during any one Period of Insurance is the applicable Limit shown in the Schedule; but:

- (a) The most the Company will pay for all business interruption loss that results from:

- (i) a System Failure is the System Failure Limit shown in the Schedule, which is within and will reduce the Business Interruption Limit;
 - (ii) an IT Provider Breach is the Unspecified Suppliers – IT Provider Security Breach Limit shown in the Schedule, which is within and will reduce the Business Interruption Limit;
 - (iii) an Outsource Provider Breach is the Unspecified Suppliers – Outsource Provider Security Breach Limit shown in the Schedule, which is within and will reduce the Business Interruption Limit; and
 - (iv) an Adverse Media Report or Notification is the Reputation Harm – Adverse Media Report or Notification Limit shown in the Schedule, which is within and will reduce the Business Interruption Limit.
- (b) If a Betterment Co-participation percentage is shown in the Schedule, such percentage of betterment costs will be paid by the Named Insured. The Company will pay the remaining betterment costs, up to the Betterment Limit shown in the Schedule.

Basis of Settlements

Breach Response Basis of Settlements

1. Privacy Breach Notification Costs

The Company will pay:

- (a) reasonable costs or fees incurred or paid by the Named Insured, voluntarily, assumed under a written contract or as required by law, for:
 - (i) printing and delivering notice to;
 - (ii) providing credit or identity monitoring for up to 24 months, or longer where required by law, to;
 - (iii) call centre services for;
 - (iv) the costs to purchase an identity fraud insurance policy to benefit natural persons who are; or
 - (v) with the Company's prior written consent, other services to mitigate Loss or provide notice to;

Impacted Parties, if recommended and provided by an Approved Provider; or
- (b) civil money fines or civil penalties imposed in a Regulatory Proceeding, to the extent insurable under the most favourable applicable law.

2. Computer and Legal Expert Costs

The Company will pay reasonable fees or costs incurred or paid by the Named Insured for services recommended and provided by an Approved Provider, to:

- (a) conduct a forensic analysis to determine the existence and cause of a Privacy Breach, Security Breach or Cyber Extortion Threat;
- (b) determine whose Confidential Information was lost or stolen; or accessed or disclosed without authorisation;
- (c) contain or stop a Privacy Breach or Security Breach in progress;
- (d) certify the Computer System meets Payment Card Security Standards, if a Security Breach Discovered during the Period of Insurance results in noncompliance with such standards, but only for the first certification; or

- (e) provide legal services to respond to a Privacy Breach or Security Breach.

Provided that Computer and legal expert costs cover does not include Defence Costs or amounts covered under Privacy Breach Notification Costs cover.

3. Betterment Costs

The Company will pay reasonable costs incurred and paid by the Named Insured, with the Company's written consent, for hardware or software to improve a Computer System after a Security Breach, if:

- (a) the Security Breach has been stopped or contained, and resulted in covered Computer and Legal Expert Costs;
- (b) the Approved Provider that provided computer services in response to such Security Breach:
 - (i) has identified a weakness in a Computer System that caused, or contributed to, the Security Breach; and
 - (ii) recommends the improvements to prevent a future Security Breach from exploiting such weakness; and
- (c) such improvements are incurred and paid for by the Named Insured within the earlier of 90 days after:
 - (i) the recommendation by the Approved Provider; or
 - (ii) the end of the Period of Insurance.

Costs for improvements that are subject to a licence, lease, or subscription will be limited to the pro rata portion of such costs for the first 12 months.

Betterment costs do not include wages, benefits, or overhead of any Insured.

4. Cyber Extortion Costs

The Company will pay, with the Company's prior written consent:

- (a) Ransom paid or surrendered by, or on behalf of, the Named Insured;
- (b) reasonable amounts incurred or paid by the Named Insured in the process of paying, or attempting to pay, Ransom; or
- (c) reasonable amounts incurred or paid by the Named Insured, recommended by an Approved Provider, to mitigate Ransom.

Provided that Cyber Extortion coverage does not include amounts covered under the Computer and Legal Expert Costs or Data Restoration Costs covers.

5. Data Restoration Costs

The Company will pay reasonable costs incurred and paid by the Named Insured, with the Company's prior written consent:

- (a) to restore or recover damaged or destroyed computer programs, software, or electronic data stored within a Computer System, to its condition immediately before a Security Breach; or
- (b) to determine that such computer programs, software, or electronic data cannot reasonably be restored or recovered.

Provided, the Company will not pay:

- (i) costs to recover or replace computer programs, software, or electronic data that the Named Insured did not have a license to use;
- (ii) costs to design, update, or improve the operation of computer programs or software;
- (iii) costs to recreate work product, research, or analysis; or
- (iv) wages, benefits, or overhead of the Named Insured.

6. Public Relations Costs

The Company will pay reasonable costs or fees, with the written consent of the Company, for public relations services recommended and provided by an Approved Provider to mitigate or prevent negative publicity resulting from a Privacy Breach, Security Breach or Technology Errors and Omissions Act.

Cyber Crime Basis of Settlements

1. Computer Fraud, Funds Transfer Fraud or Social Engineering Fraud Costs

- (a) Money, except Virtual Currency, is valued at the rate of exchange published by the European Central Bank:
 - (i) for the Cyber Crime Covers, on the date the First Party Event was Discovered; and
 - (ii) for the Breach Response and Business Loss Covers, on the date of payment of First Party Loss.
- (b) Securities are valued at market value as of the close of business on the date the First Party Event was Discovered; and at its discretion, the Company will:
 - (i) pay the Named Insured that value;
 - (ii) replace the Securities in kind, in which case the Named Insured must assign to the Company all rights, title, and interest in the Securities; or
 - (iii) pay the cost of a Lost Securities Bond required when issuing duplicates of the Securities. The Lost Securities Bond will have a penalty no more than the value of the Securities at the close of business on the date the First Party Event was Discovered.
- (c) Virtual Currency is valued in the Euro equivalent determined at the rate of exchange:
 - (i) for the Cyber Crime Covers, on the date the First Party Event was Discovered; and
 - (ii) for the Breach Response and Business Loss Covers, on the date of payment of First Party Loss.
- (d) Other Property is valued at the cost to replace the property with comparable property, without deduction for depreciation. However, at the Company's option, it may pay the actual replacement cost of, replace or repair such Other Property. Any Other Property that is paid for or replaced becomes the property of the Company.

2. Telecom Fraud Costs

We will pay amounts charged to the Named Insured by its telecommunications service provider.

Business Loss Basis of Settlements

1. Damage to Computer System

The Company will pay reasonable and necessary:

- (a) costs to repair the Damaged Computer System ; or
- (b) the costs of replacing the Computer System without deduction for depreciation, but only after the property has actually been replaced.

Provided that the maximum amount payable will be either:

- (a) the amount actually spent repairing the Computer System; or
- (b) the amount it would cost to replace the Computer System at the time of the loss with a new computer system of similar kind and quality to be used for the same purpose on the same site;

whichever is less.

The Company may, at its option, repair or replace the Computer System. Any Damaged Computer System replaced by the Company shall become the property of the Company.

In the event that the Damaged Computer System cannot be:

- (a) repaired; or
- (b) replaced with a Computer System of a condition equivalent to or substantially the same as, but not better than, or more extensive than, the Damaged Computer System when new;

the Company will pay the cost of new Computer System which represents the next best available model.

Provided that the Damage to Computer System cover does not include amounts covered under the Data Restoration Costs or Incompatibility of Computer System covers.

2. Business Interruption

Business interruption loss is limited to the Limit shown in the Schedule for any one or any combination of the following Basis of Settlement:

Gross Profit Flexible Limit of Loss

- (a) **Reduction in Turnover**, for which the amount payable as indemnity shall be the sum produced by applying the Rate of Gross Profit to the amount by which the Turnover during the Indemnity Period shall in consequence of the First Party Event fall short of the Standard Turnover; and
- (b) **Increase in Cost of Working**, for which the amount payable as indemnity shall be 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 First Party Event;

less any sum saved during the Indemnity Period in respect of the charges and the expenses of the Business payable out of Gross Profit as may cease or be reduced in consequence of the First Party Event.

Gross Revenue Flexible Limit of Loss

- (a) **Loss of Gross Revenue**, for which the amount payable as indemnity shall be the amount by which the Gross Revenue during the Indemnity Period shall in

consequence of the First Party Event fall short of the Standard Revenue; and

- (b) **Increase in Cost of Working**, for which the amount payable as indemnity shall be the additional expenditure necessarily and reasonably incurred by the Named Insured 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 First Party Event;

less any sum saved during the Indemnity Period in respect of the charges and expenses of the Business payable out of Gross Revenue as may cease or be reduced in consequence of the First Party Event.

Continuing Expenses and Research and Development ICOW

The insurance under this item is limited to:

- (a) Continuing Expenses; and
- (b) **Research and Development Increase in Cost of Working**, for which the amount payable shall be the reasonable and necessary additional expenses incurred by the Named Insured during the Indemnity Period for the sole purpose of avoiding or diminishing a reduction in Research Project Activities.

3. Reputation Harm (Adverse Media Report or Notification) Business Interruption

The Company will pay the Named Insured's business interruption loss, in accordance with the business interruption Basis of Settlement as shown in the Schedule, caused by damage to the Named Insured's reputation incurred during the Reputation Harm Indemnity Period.

4. Incompatibility of the Computer System Expenses

The Company will pay reasonable costs to:

- (a) upgrade undamaged parts of a Computer System;
- (b) replace or upgrade software; or
- (c) reconfigure the Computer System;

whichever is less.

Conditions

The following conditions apply to this Section.

1. Acquisitions

Any company newly acquired or created by the Named Insured, other than a partnership or joint venture, during the Period of Insurance, is a Named Insured.

Provided that if the newly acquired or created company's revenues are:

- (a) less than 15% of the total annual revenues of the Named Insured, then that company will be covered for Wrongful Acts committed or First Party Events that occur after its acquisition or creation; or
- (b) at least 15% of the total annual revenues of the Named Insured, then that company will be covered for:
 - (i) Wrongful Acts committed after its acquisition or creation, for Claims made; or
 - (ii) First Party Events that occur after its acquisition or creation and that are Discovered and reported;

within 90 days of its acquisition or creation, or before the end of the Period of Insurance, whichever is earlier.

2. Cessation of Named Insured

Under the Cyber Crime and Business Loss Covers, if an entity ceases to be a Named Insured during the Period of Insurance, First Party Loss is only covered if:

- (a) such First Party Loss is sustained; and
- (b) the applicable First Party Event is Discovered, prior to the time such entity ceased to be a Named Insured.

3. Defence Costs

- (a) The payment of Defence Costs shall be either:

- (i) included in; or
- (ii) in addition to;

the applicable Limit of Indemnity;

- (A) as stated in the Schedule; or

- (B) for Liability Additional Covers Data Protection and Regulatory Proceedings, Defence Costs will be payable on the same basis as the Liability Cover under which the Claim is made.

Provided that Defence Costs paid:

- (A) in the defence or settlement of any Claim made within countries which operate under the laws of the United States of America, its territories and possessions, Puerto Rico or Canada; or
- (B) in the defence or settlement of a case accepted by an ombudsman under Liability Additional Cover clause Awards of Ombudsmen;

shall be included in the applicable Limit of Indemnity.

- (b) Where the payment of the Defence Costs are in addition to the applicable Limit of Indemnity, and where a payment has to be made to dispose of a Claim which exceeds such applicable limit, the Company's liability for Defence Costs shall be limited to the same proportion that the limit bears to the amount of such payment.

4. Other Insurance

With respect to the Technology Professional Indemnity, Cyber Liability, and Liability Additional Covers, the Company will not contribute with, any other valid and collectible insurance available to the Insured except in respect of any excess beyond the amount which would have been payable under such other insurance had this Section not been effected.

5. Related Claims Or Circumstances deemed To Be A Single Claim Or Circumstance

Where two or more Claims are made or Circumstances arise, and whether they:

- (a) are made against or involve one or more Insured;
- (b) are made by or involve one or more person, firm or company;
- (c) fall under one or more Liability Covers or Liability Additional Covers;
- (d) are notified separately or in a consolidated notification to the Company; or
- (e) are made in one or more jurisdictions; and

arise directly or indirectly from or are in connection with or are directly or indirectly attributable to:

- (i) the same originating cause, source or event;
- (ii) one act, error or omission;
- (iii) the same or similar acts, errors or omissions; or
- (iv) acts, errors or omissions in, or in respect of one matter or transaction, or in respect of a series of matters or transactions;

they shall be deemed to be a single Claim or Circumstance, whichever is applicable, for the purposes of applying the Deductible, Limit of Indemnity or Inner Limit of Indemnity; and such Claim or Circumstance is deemed to have been made at the time the first of such Claim is made or Circumstance arose, whether prior to or during the Period of Insurance.

6. Claims, Circumstances And First Party Events (Duties owed by the Insured)

Claims And Circumstances

- (a) If during the Period of Insurance the Insured shall receive any Claim, the Insured shall give notice to the Company as soon as practicable and in any event within 30 days following the expiry date.
- (b) If a Circumstance should exist or arise, the Insured shall, as soon as practicable after awareness, give notice thereof to the Company in writing and in any event within 30 days of the expiry date, in which case the Company will consider any Claim arising from such Circumstance to have been made in the Period of Insurance in which such notice has been given and the Insured shall promptly and fully inform the Company of all developments of which it becomes aware concerning such Circumstance.
- (c) Following receipt by the Insured of a Letter of Claim, the Insured shall, as soon as practicable, provide to the Company copies of all documents records and minutes of meetings necessary to consider the Claim fully. The Insured shall also give to the Company all such proofs and information with respect to any Claim as the Company may require, together with (if demanded) a statutory declaration of the truth of such Claim and of any matters relating to it.
- (d) The Insured shall immediately forward every service of writ, summons or claim form, or impending prosecution notice requiring arbitration or notice of an inquest or fatal accident inquiry in connection with any such Circumstance or Claim to the Company unacknowledged.
- (e) Other than as prescribed in (b), within 30 days of any Circumstance or Claim or such further time as the Company may in writing allow, the Insured shall give full particulars of the Circumstance or Claim.
- (f) The Insured, if required by the Company, shall attend all proceedings and alternative dispute resolution meetings and assist the Company in the giving of evidence and the attendance of witnesses and shall give the Company all information and assistance including technical assistance and do and concur in doing whatever the Company may require in connection with any Circumstance or Claim.
- (g) The Insured shall bear their own costs and expenses incurred in complying with this Condition.

- (h) The Insured shall not incur any liability for costs or expenses in connection with any Claim or Circumstance to any other party or person without the written consent of the Company, nor make any admission, offer, promise, payment or indemnity negotiation towards settlement or anything which could be construed as such in respect of any Claim or Circumstance, provided that the Company shall not object to the Insured carrying out or arranging to carry out remedial work at its own expense which is intended to avoid a Claim or Circumstance arising.
- (i) The Insured shall take all reasonable steps to prevent further loss.

Letter of Claim, where used in this condition, means any written communication indicating an intention to claim against the Insured that specifies sufficient information about the incident to enable it to be investigated, and includes at least preliminary information as to the nature of the injury or damage sustained.

First Party Events

- (a) The Named Insured must provide written notice to the Company as soon as practicable of a First Party Event which may result in a First Party Loss.
- (b) The Named Insured must:
 - (i) notify law enforcement authorities if any Insured has reason to believe that any First Party Event involves a violation of law;
 - (ii) at the Company's request, give the Company a detailed proof of loss statement within 120 days of the First Party Event; and
 - (iii) cooperate with the Company in the investigation and settlement of that First Party Event.

7. Claims (Company's rights)

- (a) The Company may:
 - (i) investigate, handle and control any Claim or Circumstance notified to it at its absolute discretion and may settle, compromise or make ex-gratia payments in respect thereof and generally conduct any proceedings process or actions related to such Claim or Circumstance as it deems appropriate and the costs incurred by the Company in this undertaking (including Claim Investigation Expenses) shall be subject to any applicable Deductible stated in the Schedule, irrespective of whether an indemnity is subsequently provided to the Insured in respect of such Claim or Circumstance.
 - (ii) at its discretion, take over and control the legal representation of the Insured at any inquest, inquiry or other proceedings in any Court concerning any matter that has or may give rise to a Claim hereunder or the defence and settlement of any Claim. The Company shall conduct such representation and defence and settlement of Claims as it sees fit so to do. In the event that the Company makes any payment, the Insured will, on demand, pay to the Company the amount of the Deductible applicable.

In the event of a dispute between the Insured and the Company as to whether the Insured shall be required to contest any legal proceedings, the Company shall only require the Insured to contest the same if a Counsel mutually agreed between

the Insured and the Company (or in the event of disagreement appointed by the President of the Bar Council) shall advise that there are reasonable prospects of successfully defending the claim or limiting the exposure of the Insured to legal liability by so doing.

- (b) Any statement, information or fact relating to the Claim or Circumstance given to such legal representation by the Insured shall be deemed to have been also made direct to the Company.
- (c) The Company may, at any time, pay to the Insured the amount of the applicable Limit of Indemnity or Inner Limit of Indemnity as applicable (less any sum already paid or expended during the Period of Insurance and less the amount of any Deductible) or any lesser amount for which any Claim can be settled and upon such payment being made the Company shall cease to have the conduct and control of the Claim and be under no further liability in respect of such Claim, except for the payment of Insured's Defence Costs incurred prior to the date of such payment (unless such defence costs are subject to the Limit of Indemnity or Inner Limit of Indemnity as applicable). "Any lesser amount" may include any costs and interest awarded against an Insured when ascertained by a court, arbitrator or ombudsman.

The Company shall not be responsible for any loss which the Insured may claim to have sustained by reason of the Company having so acted.

8. Liquidation Or Dissolution

The Cyber Crime and Business Loss Covers will end upon the voluntary liquidation or dissolution of the Named Insured.

9. Extended Discovery Period

For the Cyber Business Costs Covers, the Named Insured has an extended period of time to Discover a First Party Loss arising out of a First Party Event that occurred prior to the effective date of cancellation. Such First Party Event will be deemed Discovered on the last day of the Period of Insurance. This period begins on the effective date such Cyber Business Costs Cover is cancelled. It ends on the earlier of:

- (a) 90 days; or
- (b) the effective date of similar coverage purchased by the Named Insured, even if such insurance does not provide coverage for loss sustained prior to its effective date.

10. Property Covered

Coverage under the Cyber Crime Covers and Damage to Computer System Cover is limited to property:

- (a) the Named Insured:
 - (i) owns;
 - (ii) leases; or
 - (iii) holds for others; or
- (b) for which the Named Insured is legally liable, except property located inside premises of the Named Insured's client or such client's financial institution.

Memorandum

The following memoranda apply to the applicable business interruption Basis of Settlement.

1. Opening and Closing Stock

The amounts of the opening and closing stock and work in progress shall be arrived at in accordance with the Named Insured's normal accountancy methods, due provision being made for depreciation.

2. Accountants

Any particulars or details in the Named Insured's books of account or other business books or documents which may be required by the Company under Section Condition – Claims (Duties owed by the Insured) for the purpose of investigating or verifying any claim hereunder may be produced by professional accountants if at the time they are regularly acting as such for the Named Insured, and their report shall be prima facie evidence of the particulars and details to which such report relates.

The Company will pay to the Named Insured the reasonable charges payable by the Named Insured to their professional accountants for producing such particulars or details or any other proofs information or evidence as may be required by the Company under the terms of Section Condition – Claims (Duties owed by the Insured), and reporting that such particulars or details are in accordance with the Named Insured's books of account or other business books or documents.

Provided that the Company's liability for charges payable under this Memoranda when aggregated with any amount otherwise payable under Business Loss Cover – Business Interruption shall be limited to the applicable Limit shown in the Schedule.

3. Current Cost Accounting

Any adjustment implemented in current cost accounting shall be disregarded.

4. Value Added Tax

To the extent that the Named Insured is accountable for Value Added Tax to the authorities, all terms in this Section shall be exclusive of such tax.

5. Payments on Account

Any claim settlement payments will be made to the Named Insured monthly during the Indemnity Period if desired.

6. Accumulated Stock

In adjusting any loss account shall be taken and an equitable allowance made if any shortage in Turnover due to an Event is postponed by reason of the Turnover being temporarily maintained from accumulated stocks of the Named Insured's finished goods.

7. Salvage Sale (applicable only to Basis of Settlement Code GPFL)

If, following an Event giving rise to a claim, the Named Insured shall hold a salvage sale during the Indemnity Period, clause (a) Reduction in Turnover of the applicable Basis of Settlement item shall, for the purpose of such claim, read as follows:

- (a) **Reduction in Turnover** for which the amount payable as indemnity hereunder shall be the sum produced by applying the Rate of Gross Profit to the amount by which the Turnover during the Indemnity Period (less the Turnover for the period of the salvage sale) shall in consequence of the Event fall short of the Standard Turnover, from which sum shall be deducted the Gross Profit actually earned during the period of the salvage sale; and

8. Uninsured Standing Charges (applicable only to Basis of Settlement Code GPFL)

If any standing charges of the Business are not insured by this Section (having been deducted in arriving at the Gross Profit as defined herein), then in computing the amount recoverable hereunder as Increase in Cost of Working, that proportion only of any additional expenditure shall be brought into account which the sum of the Gross Profit bears to the sum of the Gross Profit and the uninsured standing charges.

9. Departmental Clause (applicable only to Basis of Settlement Code GPFL)

If the Business is conducted in departments, the independent trading results of which are ascertainable, the provisions of clauses (a) and (b) of the item on Gross Profit shall apply separately to each department affected by the Event, except that if the Sum Insured by the said item is less than the aggregate of the sums produced by applying the Rate of Gross Profit for each department of the Business (whether affected by the Event or not) to its relative Annual Turnover (or to a proportionately increased multiple thereof where the Maximum Indemnity Period shown in the Schedule exceeds twelve months) the amount payable shall be proportionately reduced.

Exclusions

1. Aircraft Spacecraft Military or Naval use

The Company will not pay Loss arising out of:

- (a) Products comprising or incorporated in or on, or Services or Advice provided in relation to any, aircraft, spacecraft, or military or naval missile; or
- (b) Products comprising or incorporated in or on, or Services or Advice provided in relation to, ground support or control equipment used for the purpose of guidance navigation or direction of any aircraft, spacecraft, or military or naval missile.

2. Bodily Injury and Injury

The Company will not pay Loss arising directly or indirectly out of

- (a) death, disease, illness or bodily injury, including mental anguish or emotional distress.

This does not apply to:

- (i) distress sustained by any person caused by a Privacy and Security Act or Media Act; or
- (ii) any person, other than an Employee, under the Technology Errors And Omissions Cover, arising out of advice, design, plan, formula, specification, or omission to perform a professional duty, provided for a fee or in circumstances where a fee would normally be charged.

- (b) Injury comprising:

- (i) false arrest, wrongful detention, false imprisonment or malicious prosecution of any person; or

- (ii) wrongful entry or eviction or other invasion of the right of private occupancy;

to any person under the Technology Errors And Omissions Cover.

This does not apply to any person, other than an Employee, arising out of advice, design, plan, formula, specification, or omission to perform a professional

duty, provided for a fee or in circumstances where a fee would normally be charged.

3. Controlling Interest

The Company will not pay Loss in respect of any Claim made against the Insured by:

- (a) any other Insured;
- (b) any entity in which the Insured exercises a controlling interest; or
- (c) any entity exercising a controlling interest over the Named Insured by virtue of it having a financial or executive interest in the operation of the Named Insured, unless such Claim is made against the Insured for an indemnity or contribution in respect of a Claim made by an independent third party.

This does not apply to a Claim:

- (a) by an Insured Person for contribution or indemnity, if resulting from another covered Claim; or
- (b) by or on behalf of an Insured Person or Additional Insured who did not commit or participate in the Wrongful Act.

4. Cyber Crime

The Cyber Crime covers do not apply to:

- (a) indirect or consequential loss;
- (b) potential income, including interest and dividends, not realised by an Insured or Client;
- (c) loss of confidential information;
- (d) loss of intellectual property;
- (e) loss resulting from the use or purported use of credit, debit, charge, access, convenience, identification, or other cards;
- (f) loss resulting from a fraudulent instruction, if the sender or anyone acting in collusion with the sender, ever had authorised access to the Insured's password, PIN, or other security code;
- (g) amounts the Insured incurs without a legal obligation to do so;
- (h) loss resulting from forged, altered, or fraudulent negotiable instruments, securities, documents, or instructions used as source documentation to enter electronic data or send instructions, provided this does not apply to the Social Engineering Fraud Crime Cover;
- (i) loss resulting from the failure of any party to perform under any contract; or
- (j) loss due to any nonpayment of, or default upon, any loan, extension of credit, or similar promise to pay.

5. Defects in Insured's Products or Services

The Company will not pay Loss under the Technology Professional Indemnity Covers in respect of any Claim:

- (a) for the repair, inspection, alteration, amendment, upgrading, correction or replacement of, or the withdrawal, recall or making of a refund, of Products or Services provided by the Insured;
- (b) for any work required to be undertaken to perform the Insured's contractual obligations to a Client; or

- (c) arising out of the failure of the Insured to remedy or rectify, at the Insured's own expense, any defect or failure in any Products or Services notified by the Client to the Insured before such Products or Services are provided.

Provision (a) of this exclusion shall not apply to that part of any Claim arising out of the loss of use of the Insured's Products or Services.

6. Deliberate & Dishonest Acts

The Company will not pay Loss arising out of an Insured's breach of duty, infringement of rights, statement, error, omission or act of the Insured which is:

- (a) dishonest, criminal, or fraudulent; or
- (b) made deliberately with intent to cause loss or damage, or recklessly as to whether loss or damage may be caused.

This does not apply to:

- (i) Dishonesty Cover;
- (ii) the Cyber Liability Covers unless the breach of duty, infringement of rights, statement, error, omission or act was made by an Executive Officer; or
- (iii) the Cyber Business Costs Covers unless the First Party Event was caused by an Executive Officer.

7. Employment

The Company will not pay Loss under the Technology Professional Indemnity Covers in respect of any Claim arising from any breach of any obligation owed by the Insured as employer to any Employee or former Employee or prospective Employee.

8. Infrastructure

The Company will not pay Loss under the Cyber Liability or Cyber Business Costs Cover arising out of a total or partial interruption or failure of any:

- (a) satellite;
- (b) electrical or mechanical system;
- (c) electric, gas, water, or other utility;
- (d) cable, telecommunications, or Internet service provider; or
- (e) other infrastructure,

except when such is under the Insured's control.

9. Intellectual Property Rights

The Company will not pay Loss under the Technology Professional Indemnity or Cyber Liability Covers arising out of actual or alleged infringement or violation of any intellectual property right or law committed by the Insured.

Provided however this exclusion shall not apply to:

- (a) the loss of use of software products supplied by the Insured that is covered under the Technology Errors And Omissions Cover clause as a result of the actual or alleged infringement of any intellectual property right or law; or
- (b) the Intellectual Property Rights Cover clause.

10. Labour Disputes

The Company will not pay First Party Loss under the Cyber Business Costs Covers arising out of labour disputes.

11. Liability involving Transport or Property owned by the Insured

The Company will not pay Loss under the Technology Professional Indemnity Covers arising solely and directly out of the ownership, possession or use by or on behalf of the Insured, of any aircraft, watercraft, hovercraft, motor vehicle or trailer or any buildings, premises or land or that part of any building leased, rented or occupied.

12. Liability of Others

The Company will not pay Loss in respect of liability:

- (a) of others assumed by the Insured under a contract or agreement which increases the Insured's liability above or beyond that which would have applied in the absence of such contractual promise, warranty or guarantee; or
- (b) assumed by the Insured under a contract or agreement to any person, firm, company or body to whom Advice, Products or Services are not provided by the Insured.

This does not apply:

- (i) to a Claim for Payment Card Contract Penalties;
- (ii) to privacy breach notification costs; or
- (iii) to any privacy or confidentiality obligation that the Insured has agreed to under a Privacy Policy or nondisclosure agreement.

13. Licence Fees and Royalties

The Company will not pay Loss arising out of:

- (a) for the Cyber Liability Covers, an obligation to pay licensing fees or royalties; or
- (b) for the Technology Professional Indemnity Covers, an Insured's obligation to pay licensing fees or royalties.

14. Legal, Financial or Investment Advice

The Company will not pay Loss under the Technology Professional Indemnity Covers based upon any Claim arising out of the provision of legal, financial, or investment advice or arising from any actual or alleged violation of any anti-trust, restraint of trade or unfair trade practices law or breach of competition laws.

15. Ownership Rights

The Company will not pay Loss based upon a Claim by, or on behalf of, an independent contractor, joint venturer, or venture partner arising out of disputes over ownership rights in Covered Material.

16. Performance Guarantees

The Company will not pay Loss under the Technology Professional Indemnity Covers arising out of performance undertakings, guarantees, warranties, representations or offers as to Advice, Products or Services which, at the time made, could not reasonably have been fulfilled.

17. Physical Peril

The Company will not pay Loss arising out of:

- (a) fire, smoke, or explosion;
- (b) lightning, wind, rain, or hail;
- (c) surface water, waves, flood, or overflow of any body of water;
- (d) earthquake, earth movement, or earth sinking;
- (e) mudslide, landslide, erosion, or volcanic eruption;

- (f) collapse, wear and tear, rust, corrosion, or deterioration;
- (g) magnetic or electromagnetic fields;
- (h) extremes of temperature or humidity;
- (i) escape of water from any tank, apparatus or pipe; or
- (j) any similar physical event or Defined Peril.

18. Pollution

The Company will not pay Loss under the:

- (a) Technology Professional Indemnity or Liability Additional Covers in respect of liability arising out of any actual or alleged Pollution or Contamination, including without limitation, clearing up, testing, monitoring, containing, treating, detoxifying or neutralising Pollution or Contamination:
 - (i) within the United States of America, its territories and possessions, Puerto Rico and Canada; or
 - (ii) elsewhere in the world, unless caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place after the Retroactive Date.

Provided that:

- (a) notwithstanding General Condition - Jurisdiction or any amendment thereto, the Company shall not grant indemnity in respect of any Claim, judgment, award, payment or settlement in the United States of America, its territories and possessions, Puerto Rico or Canada or in respect of the enforcement of any such Claim judgment award payment or settlement;
 - (b) all Pollution or Contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place; and
 - (c) the limit of the Company's liability in respect of Claims or Circumstances falling to be dealt with under provision (b) of this Exclusion shall not exceed the Limit of Indemnity for any one Claim and in all in the aggregate during the Period of Insurance.
- (b) (i) Cyber Liability Cover in respect of liability: or
- (ii) First Party Loss under the Cyber Business Costs Cover;

arising out of any actual or alleged Pollution or Contamination, including without limitation, clearing up testing, monitoring, containing, treating, detoxifying or neutralising Pollution or Contamination.

For the purposes of this exclusion Pollution or Contamination means:

- (i) all pollution or contamination of buildings, other structures, water, land or the atmosphere; and
- (ii) all Damage or Injury directly or indirectly caused by such pollution or contamination.

19. Previous Circumstances

The Company will not pay Loss in respect of any Claim arising out of any Circumstance or Wrongful Act:

- (a) notified by the Insured under any insurance which was in force prior to the Inception Date shown in the Schedule; or

- (b) known, or which in the reasonable opinion of the Company ought to have been known, by the Insured at the Inception Date shown in the Schedule;

unless such Claim, has been declared to and accepted by the Company in writing.

20. Property Damage

- (a) Except for the Cyber Crime, Damage to Documents or Business Loss Covers, the Company will not pay Loss for physical damage to tangible property, including any resulting loss of use of that property.

Provided:

- (i) for the Technology Errors And Omissions Cover, this does not apply to damage or loss of use arising out of advice, design, plan, formula, specification or omission to perform a professional duty, provided for a fee or in circumstances where a fee would normally be charged.
- (b) For the Cyber Crime or Business Loss Covers, the Company will not pay Loss arising out of physical damage to tangible property, including any resulting loss of use of that property. Provided this does not apply to Damage To Computer Systems Cover or to loss of Other Property covered under the Computer Fraud Cover.

21. Retroactive Date

The Company will not pay Loss in respect of any Claim arising out of any Wrongful Act committed or alleged to have been committed prior to the applicable Retroactive Date stated in the Schedule. The retroactive date applicable to the Liability Additional Covers is the applicable Liability Cover Retroactive date.

22. Securities Law

The Company will not pay Loss arising out of:

- (a) a violation of a securities law or regulation; or
- (b) (i) the ownership of;
- (ii) the sale or purchase of; or
- (iii) the offer to sell or purchase, stock or other securities.

Provisions (b)(i) – (iii) do not apply to the Cyber Crime Covers.

23. Security Breach

The Company will not pay Loss under the Technology Professional Indemnity Covers arising out of a Security Breach. This does not apply to the:

- (a) Dishonesty Cover clause; or
- (b) Intellectual Property Rights Cover clause.

24. Time Franchise

The Company will not pay First Party Loss under the Business Loss Covers if the interruption or interference with the Business does not exceed the applicable time franchise period.

25. Unlawful Collection

The Company will not pay Loss under the Cyber Liability Covers arising out of a collection of Confidential Information in violation of law.

This does not apply to Defence Costs.



26. Unsolicited Communications

The Company will not pay Loss arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of any communication, in any form, that the recipient of that communication did not specifically request to receive.

This does not apply to the Technology Professional Indemnity Covers or First-Party Loss under the Breach Response Covers resulting from a Security Breach.

Criminal Protection Response Section

Cover

The Company will indemnify the Named Insured, subject to the Limit of Indemnity and any applicable Inner Limit of Indemnity or Maximum Indemnity Period, for:

- (a) the reimbursement of Ransom Monies resulting from any:
 - (i) Cyber Extortion; or
 - (ii) Express Kidnap.
- (b) Loss of Ransom Monies In Transit resulting from any:
 - (i) Cyber Extortion; or
 - (ii) Express Kidnap.
- (c) fees and expenses of the Response Consultants resulting from any:
 - (i) Cyber Extortion;
 - (ii) Disappearance; or
 - (iii) Hostage Crisis.
- (d) Response Expense resulting from any Threat.

Provided the Insured Event first occurs during the Period of Insurance and is Discovered during the Period of Insurance or within twelve months thereafter.

Conditions

If a condition below is also contained in the General Conditions, the condition below replaces the General Condition for the purposes of this Section.

1. Claims - Duties owed by the Named Insured

- (a) Upon Discovery of an Insured Event the Named Insured must:
 - (i) inform the Company and the Response Consultants and provide whatever information is required as soon as is possible, and the Named Insured shall communicate fully and without exception with the Company and the Response Consultants at all times following an Insured Event; and
 - (ii) inform or allow the Response Consultants to inform the appropriate authorities responsible for law enforcement in the country where the Insured Event has occurred, or is believed to have occurred, of the demand for Ransom Monies as soon as is practicable, having regard for the personal safety of the Covered Person or Immediate Family Member.
- (b) Before agreeing to the payment of any Ransom Monies, the Named Insured must make every reasonable effort to determine that the Insured Event has actually occurred and is not a hoax.
- (c) When requesting the reimbursement of Ransom Monies under this Section, the Named Insured must be able to demonstrate that such Ransom Monies were surrendered under duress.

2. Response Consultants

Following an Insured Event, the services of the Response Consultants will be available to the Named Insured on a priority basis to provide advice and assistance in the handling of the Insured Event.

3. Limit of Indemnity

The liability of the Company shall not be cumulative from one Period of Insurance to another.

4. Aggregate Limit of Indemnity

Where in respect of a claim or claims arising from the same originating Insured Event under this Section, it is agreed that the Company's maximum aggregate liability will not exceed the largest single available Inner Limit of Indemnity provided under this Section.

Provided always the Company's liability under this

Section will not exceed the applicable Limit of Indemnity

5. Claims - Payment

If more than one legal entity is named under this Policy as the Named Insured, only the first-named will have any right to make, adjust, receive or enforce payment of any claim.

6. Other Insurance

The Company will not be liable for any loss under this Criminal Protection Response Section which, but for this Policy, would be covered under any other insurance.

7. Company's Rights

Failure by the Company to exercise or enforce any right under this Section does not mean its rights are waived. The Company may exercise or enforce its rights at any time.

8. Computer or Telecommunication System Programmes and Data – Reasonable Precautions

The Named Insured shall:

- (a) take all reasonable precautions to prevent the alteration, damage or destruction of Data and to prevent unauthorised use of or access to the Computer or Telecommunication System;
- (b) in respect of Programmes, maintain a backup copy of the current version at a location other than the respective Business Premises where the Media on which the Programmes are recorded is situated;
- (c) in respect of Data, maintain a weekly full system backup of Data at a location other than the respective Business Premises where the Media on which the Data is recorded is situated; and
- (d) cancel any user name, password or other security protection after the Named Insured knew, or had reasonable grounds to suspect, that it had been made available to or obtained by any unauthorised person.

Exclusions

The Company shall not be liable to indemnify the Named Insured in respect of:

- 1. Express Kidnap losses resulting from the actions of the Named Insured, any Covered Person, Immediate Family Member, or any relative, former relative or partner of any Covered Person or Immediate Family Member, or any person acting in collusion with or on behalf of the Named Insured, any Covered Person or Immediate Family Member.
- 2. Response Expense arising out of a Threat to damage, destroy or contaminate any Product.
- 3. Any loss arising out of Portable Electronic Equipment that has not been provided by or authorised by the Named



Insured for use in connection with the business activities of the Named Insured.

4. Disappearance during, or within 24 consecutive hours of, a storm (wind, rain, snow, sleet, hail, lightning, dust or sand), earthquake, flood, tsunami, volcanic eruption, wildfire or other similar natural disaster that results in widespread damage and that causes the area in which the Covered Person or Immediate Family Member was last located to be declared unsafe or a disaster area by the local or national government and deemed uninhabitable or dangerous.
5. Disappearance of a Covered Person or Immediate Family Member whilst in transit by air or sea.
6. Any loss more specifically insured under the Cyber Business Costs Covers in the Technology Professional Indemnity and Cyber Section of the Policy, if operative.

Motor Fleet Section

Cover

1. Third Party Liability

A. Indemnity to the Insured

- (a) The Company will indemnify the Insured against legal liability for Compensation, claimants' costs and expenses and will, in addition, pay all costs and expenses incurred with its written consent, in respect of:

- (i) death or bodily injury to any person; or
- (ii) damage to property, up to the Limit of Indemnity specified in the Schedule to this Motor Fleet Section, in respect of any one claim or number of claims arising out of one cause;

where such death, injury or damage arises out of an accident caused by, or in connection with, the Motor Vehicle or any trailer used by the Insured whilst being towed or when uncoupled from the Insured Vehicle in a public place (as defined by the Road Traffic Act), or the loading or unloading of the Motor Vehicle.

- (b) The Company will, in addition, pay the solicitor's fee incurred with its written consent for:
- (i) representation at any coroner's inquest or fatal accident inquiry in respect of any death which may be the subject of indemnity under Cover clause 1A (a) of this Motor Fleet Section; or
 - (ii) defending in any court of summary jurisdiction any proceedings in respect of any act causing or relating to any event which may be the subject of indemnity under this Motor Fleet Section.
- (c) The Company will arrange and pay reasonable costs, incurred with its written consent, for legal services for defence in the event of proceedings being taken for manslaughter, or reckless or dangerous driving causing death, where the death in either case may be the subject of indemnity under this Motor Fleet Section.

The indemnity provided by Cover clause 1A(c) of the Cover is in addition to any other indemnity which may be provided by this Section in respect of legal defence or representation.

B. Indemnity to Other Persons

The Company will, in the terms of Cover clause 1A of the Cover, indemnify:

- (a) any person permitted to drive in the current Certificate of Motor Insurance issued under this Section to the Insured while driving the Motor Vehicle on the Named Insured's order or with his permission.
- (b) any person using (but not driving), the Motor Vehicle with the permission of the Named Insured for social, domestic or pleasure purposes.
- (c) at the request of the Named Insured, any person

(other than the person driving), in, or getting into or getting out of, the Motor Vehicle.

- (d) the Insured, under the terms of this Section (including loss of or damage to the Vehicle being moved), arising out of the movement by an Employee of the Named Insured of Vehicles not belonging to the Named Insured nor hired or loaned to him, which are being moved:

- (i) for the purpose of permitting the parking of or to facilitate the loading or unloading of any such Vehicle;
- (ii) to allow the free passage of any Vehicle insured by this Section; or
- (iii) under powers conferred on the Insured by any statute or bye-law.

- (e) the Insured when any Vehicle, not the property of the Named Insured or provided by him, is used in connection with the business of the Named Insured by any person in his employ. Provided that:

- (i) the Company shall not be liable for loss of or damage to such Vehicle; and
- (ii) there is no other insurance in force to cover such risk.

- (f) at the request of the Named Insured, the owner of any Vehicle on hire to or leased to the Insured.

C. Indemnity to Legal Personal Representatives

In the event of the death of any person entitled to indemnity under this Motor Fleet Section, the Company will, in respect of the liability incurred by such person, indemnify such person's legal personal representatives in the terms of and subject to the limitations which applied to such person.

D. Emergency Treatment

The Company will indemnify any person using any Motor Vehicle in connection with which indemnity is provided by this Motor Fleet Section against liability for emergency treatment fees, where statutory liability for such treatment arises.

E. Avoidance of Certain Terms and Rights of Recovery

Nothing in this Motor Fleet Section or any Endorsement shall affect the right of any person indemnified by this Motor Fleet Section, or of any other person, to recover an amount under, or by virtue of, the provisions of the law of any territory in which the Motor Fleet Section operates relating to the insurance of liability to third parties, but the Insured shall repay to the Company all sums paid by the Company which the Company would not have been liable to pay, but for the provisions of such law.

Exceptions to Cover 1

The Company shall not be liable, except so far as necessary to meet the requirements of the Road Traffic Acts:

1. in respect of death, injury or damage caused or arising beyond the limits of any carriageway or thoroughfare in connection with the bringing of the load to the Motor Vehicle for loading thereon or the taking away of the load from the Motor

- Vehicle after unloading therefrom, by any person other than the driver or attendant of the Motor Vehicle.
2. in respect of death or bodily injury to any Employee arising out of and in the course of such person's employment by the person claiming to be indemnified under this Motor Fleet Section, other than in respect of any passenger (excluding the driver or a person in charge of the Motor Vehicle for the purposes of driving), whilst travelling in, on, or mounting or dismounting from, the Motor Vehicle whilst such vehicle is on a road as described in the Road Traffic Act.
 3. in respect of damage to property belonging to, held in trust by, or in the custody or control of, the person claiming to be indemnified under this Motor Fleet Section, other than damage to any premises (including fixtures and fittings therein), rented or leased to the Named Insured and occupied by him in the course of his Business, provided no other insurance applies to such damage.
 4. in respect of damage to any Motor Vehicle in connection with which indemnity is provided by this Motor Fleet Section.
 5. in respect of damage to property being conveyed by, loaded onto, or unloaded from, the Motor Vehicle.
 6. under Cover clause 1B and 1C of the Cover, to indemnify any person:
 - (a) unless such person shall observe, fulfil and be subject to the terms, provisions, exceptions and conditions of this Policy, in so far as they can apply; or
 - (b) if such person is entitled to indemnity under any other policy.
 7. to indemnify any person in respect of liability to any passenger not being legally carried or not on a fixed seat in the Vehicle, where the Vehicle is one designed primarily for the carriage of passengers.
 8. in respect of death, illness, injury or damage directly or indirectly caused by, contributed to by or arising from:
 - (a) wrongful delivery or specification of the load of the Vehicle;
 - (b) any defect in the load of the vehicle or its package;
 - (c) seepage, contamination or pollution by any vehicle (and any trailer attached thereto or otherwise incurred by this Policy), or the load thereof;
 - (d) application of chemical fertilisers to land or vegetation; or
 - (e) treatment, commodities or services provided or supplied at or from the Vehicle.
 9. where the Vehicle is a motorcycle, moped, tractor or agricultural vehicle, to provide indemnity to any passenger under Cover clause 1B of the Cover.
 10. where the Vehicle is constructed to operate primarily as a tool:
 - (a) to provide indemnity arising out of its operation as a tool;
 - (b) in respect of damage to any bridge, viaduct, weighbridge, or to any road or anything beneath, by vibration or by the weight of the vehicle or its load; or
 - (c) to provide indemnity to any passenger under Cover clause 1B of the Cover.
- 2. Loss or damage to the Motor Vehicle by Fire or Theft**
- The Company will indemnify the Insured against loss of or damage to the Motor Vehicle, its accessories and spare parts while thereon, caused by fire, theft or attempted theft.
- 3. Accidental Loss or Damage to the Motor Vehicle**
- The Company will indemnify the Insured against accidental loss of, or Damage to, the Motor Vehicle and its accessories and spare parts while thereon.
- Provisions to Section Cover 2 and 3**
1. The Company may, at its own option, repair, reinstate or replace the Motor Vehicle or any part thereof, or its accessories or spare parts, or may pay in cash the amount of the loss or damage. If, to the knowledge of the Company, the Motor Vehicle is the subject of a hire, purchase agreement or a leasing agreement, such payment shall be made to the owner described therein whose receipt shall be a full and final discharge to the Company in respect of such loss or damage.
 2. The maximum amount payable by the Company for any claim for loss of or damage to the Motor Vehicle, its accessories and spare parts, shall be limited to the market value of the Motor Vehicle at the time of loss or damage, not exceeding the Insured's estimate of values as previously declared in writing to the Company.
 3. The liability of the Company shall be limited in respect of:
 - (a) any lost or damaged accessory, to an amount not exceeding €350; and
 - (b) any lost or damaged part unobtainable from stock on hand in the Republic of Ireland, the cost of such part shown in the last price list issued by the maker for use in the Republic of Ireland.
 4. If the Motor Vehicle is disabled by reason of loss or damage insured under Cover clause 2 or 3 of the Cover, the Company will pay the reasonable cost of:
 - (a) protection and removal to the nearest repairer; or
 - (b) delivery to the Insured after repair of such loss or damage, not exceeding the reasonable cost of transport to the Address of the Insured.
 5. Instructions for the repair, reinstatement or replacement of damage insured under Cover clause 2 or 3 may be given by the Insured without prior reference to the Company. Provided that:
 - (a) the terms, exceptions and conditions of this Motor Fleet Section are otherwise complied with;

- (b) two competitive repair estimates have been obtained and the repairs proceed in accordance with the lower estimate;
- (c) the estimated cost of repair does not exceed the amount shown in the Schedule, inclusive of replacement parts and all other charges; and
- (d) a completed report of the accident on the Company's form and the two estimates obtained are sent to the Company not later than the day such instructions are given.

Exceptions to Covers 2 and 3

The Company shall not be liable for:

1. loss of use, depreciation, wear and tear or mechanical or electrical breakdowns, failures or breakages.
2. any diminution of market value of the Motor Vehicle under any circumstances.
3. damage to tyres by application of brakes or by punctures, cuts or bursts.
4. loss of or damage to the Insured Vehicle, where possession was obtained by deception, fraud, trick or false pretences.
5. loss or damage occasioned by theft, attempted theft, or any malicious act to or from a Motor Vehicle, as a result of the Motor Vehicle key being in or on the Vehicle whilst the Vehicle is unoccupied.
6. loss of or damage to skips, containers, sheets, ropes, toggles or dunnage.
7. loss of or damage to the Vehicle resulting from its sinking, toppling or overturning at any site where the Vehicle is located for the purpose of work.
8. loss of, or damage to, radio or telephones and their component parts or ancillary equipment.
9. loss of or damage to the vehicle arising out of the operation as a tool of such Vehicle or of plant forming part of such Vehicle attached thereto.
10. for the amount specified in the Schedule as the cover excess and an additional sum, as determined as follows:

Age or Driver in charge of Motor Vehicle at the time of the loss or damage	Additional sum for which the Company shall not be liable
17 to 24 years	€1,000
25+ years but holding a Provisional Licence or Full Licence less than 12 months	€1,000

11. loss or damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

4. Windscreen Damage

The Company will pay, the cost of replacement following accidental breakage of the windscreen or any window of the Motor Vehicle, and for any scratching of bodywork resulting solely and directly from such breakage.

Provided that:

- (a) no other damage is sustained; and
- (b) the Company shall not be liable for more than €650 any one occurrence.

The Section Deductible will not apply to this Clause.

Exclusions

The Company shall not be liable in respect of:

1. any accident, injury, loss or damage occurring while a Motor Vehicle, in connection with which indemnity is provided by this Motor Fleet Section, is being:
 - (a) used otherwise than in accordance with the Limitations as to Use specified in the effective Certificate of Motor Insurance, except to indemnify the Insured only while the Motor Vehicle is in the custody or control of a member of the motor trade for the purpose of its maintenance or repair;
 - (b) driven by any person who does not hold a licence to drive such Motor Vehicle, unless such person has held, and is not disqualified from holding or obtaining, such a licence;
 - (c) driven by any person who holds a Provisional Driving Licence, unless such person observes the prescribed licence conditions attached to the driving of such Motor Vehicle; or
 - (d) driven by any person other than as described as a person entitled to drive in the Certificate of Motor Insurance, except:
 - (i) exceptions 1(a) and (b) shall be inoperative if the Motor Vehicle was stolen or taken without the permission of the Insured; and
 - (ii) exceptions 1(b) and (c) shall be inoperative when a licence to drive is not required by law.
2. any liability which attaches by virtue of an agreement, but which would not have attached in the absence of such agreement.
3. any accident, injury, loss or damage (except under Cover clause 1), arising during (unless it be proved by the Insured that the accident, injury, loss or Damage was not occasioned thereby), or in consequence of riot or civil commotion occurring elsewhere than in the Republic of Ireland.
4. (a) any damage to aircraft or articles therein, or death or Bodily Injury to persons inside, boarding or alighting therefrom, caused by any Motor Vehicle insured under this Policy.
- (b) any consequential loss in connection with any aircraft or airport operation, arising out of the presence of any such Motor Vehicle in any area to which any aircraft has access, except so far as is necessary to meet the requirements of the Road Traffic Acts.

Extensions

Foreign Use

- (a) Minimum Indemnity

In respect of the use of a Motor Vehicle, the Company will provide the minimum indemnity required to comply with the laws relating to compulsory insurance to motor vehicles:

- (i) in any country which is a member of the European Union; or
- (ii) in any other country, in respect of which the Commission of the European Union is satisfied that arrangements have been made to meet the requirements of Article 7(2) of the European Union Directive on insurance to civil liabilities arising from the use of motor vehicles.

(b) **Policy Indemnity**

Subject to the consent of the Company, payment of an additional premium and the issue of a Foreign Use extension notice in respect of the Insured Vehicle, the indemnity granted by this Policy shall be operative for the specified period whilst the Motor Vehicle is in, or in transit to or from:

- (i) any country which is a member of the European Union; or
- (ii) any other country specified and not deleted.

(c) **Spain - Guarantee or Deposit (Bail Bond)**

If, as a direct result of an accident occurring in Spain, which is or might be subject to indemnity under this Motor Fleet Section, the Insured, or any driver of a Motor Vehicle with the Insured's permission at the time of the accident, is detained or a Motor Vehicle is impounded by the competent Spanish Authorities and a guarantee or monetary deposit is required for their release, the Company will furnish such guarantee or deposit not exceeding €1,000 in all.

Immediately after the guarantee is released or the deposit becomes recoverable, the Insured or the driver shall comply with all necessary formalities and give the Company all such information and assistance as it may require to obtain the cancellation of the guarantee or return of the deposit. If the guarantee or deposit is wholly or in part forfeited or taken for the payment of fines or costs in, or as the result of, any penal proceedings against the Insured and or the person driving, the Insured shall repay such amount to the Company on demand.

Conditions

1. Care of the Insured Vehicle

The Insured must take all reasonable steps to protect the Insured Vehicle from loss or damage and keep it in an efficient and roadworthy condition.

Whilst not being driven, the Insured Vehicles must be locked at all times and the vehicle keys removed from the ignition. Free access to examine the Insured Vehicle must be granted to the Company at any reasonable time.

2. Cancellation, the Company's Rights

- (a) The Company may cancel this Motor Fleet Section by sending 7 days notice, by Registered Letter, to the Insured's last known address.
- (b) When the Certificate of Motor Insurance and Insurance Disc(s) are returned, the Company will refund the pro rata portion of the Premium for the unexpired period of insurance,
- (c) If there has been a claim during the policy period, no refund of premium will be made and all claim notifications will be considered as claims until such time that the claims are settled and liability settled.
- (d) Failure to return the Certificate of Motor Insurance

and Insurance Disc(s) to the Company will result in the Company sending written notification to the relevant Government Department notifying them of the policy cancellation.

3. Cancellation, the Insured's Rights

- (a) The Insured may cancel this Motor Fleet Section by giving the Company 7 days notice in writing.
- (b) Provided there have been no claims during the current complete year of insurance and the Insured returns the Certificate of Motor Insurance and Insurance Disc(s) to the Company, the Company will refund the premium, less the Short Period rate for the time the Policy has been in force.
- (c) If there has been a claim during the policy period no refund of premium will be made.
- (d) All claim notifications will be considered as claims until such time that the claims are settled and liability settled.
- (e) Cancellation will be effective only from the date the Company receives the Certificate of Motor Insurance and Insurance Disc(s) and shall be a prerequisite to any return of premium where one is due.

4. Total Loss Claims

If the Company pays, in respect of any claim under Cover clause 2 or 3 of the Cover, on the basis the Insured Vehicle is a total loss, no refund of your premium will be given, although a replacement vehicle can be substituted if both Cover clause 2 and 3 are indicated by the Schedule as being in force.

5. Drink/Drugs Clause

The Company's liability will be restricted to provide only the minimum insurance cover as required by law if, as a result of any accident, injury, loss or damage, any person driving is convicted of an offence under Sections 49 or 50 of the Road Traffic Act 1961, Sections 13, 14 or 15 of the Road Traffic Act 1973 or any equivalent offence under the laws of other countries to which this insurance applies. In respect of a pending prosecution, any decision in relation to the cover provided by this policy would be determined when the pending prosecution has been fully determined.

6. Laws relating to Compulsory Motor Insurance

Nothing in this Policy shall affect the right of any person to recover an amount under, or by virtue of, the provisions of the law of any territory in which the Policy operates relating to the insurance of liability to Third Parties, but the Named Insured shall repay to the Company any such amount which the Company would not have been liable to pay, but for the provisions of such law.

7. Changes to the Law

Any references to Road Traffic Acts or other Acts of the Oireachtas within this Policy shall be deemed to include any Act amending or replacing same and shall also include equivalent legislation in Great Britain or in any other country to which this insurance applies.



Travelers Insurance Designated Activity Company

Travelers Insurance DAC is regulated and authorised by the Central Bank of Ireland.

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