



# COMMERCIAL COMBINED POLICY WORDING

REF: BIS AIEL BRE 26072024

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# Guide to this Policy

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Thank you for choosing to arrange your insurance via Specialist Risk Europe Limited, trading as MX Underwriting Europe ("MX Underwriting Europe").

As a customer of MX Underwriting Europe you will benefit from an innovative and partnership approach to your insurance needs. This is your Policy which details the extent of insurance cover provided. It should be read in conjunction with the Policy Schedule.

Please read this Policy carefully to make sure that it meets with your particular needs. If it does not, then please return it immediately to your insurance broker or to MX Underwriting Europe .

## Important Points to Note

- a) MX Underwriting Europe are an Insurance Intermediary as defined under the Insurance Mediation Regulations 2005. We provide services and enter into insurance contracts on behalf of Regulated Insurers. We are not the Insurer.
- b) The identity of the Insurer or Insurers on behalf of which we act and who will receive the premium and settle claims arising on your Policy are detailed on all quotation and confirmation of cover documentation, including the Policy Schedule.
- c) Complaints: We aim to always give you the highest standard of service. Please refer to page 7 for full details of our complaint's procedure.
- d) The Sums Insured / Limits specified in the Policy Schedule and Statement of Fact take precedence over the Sums Insured / Limits specified in the Policy Document.
- e) This Policy is a legal contract between the Insurer(s) specified in the Schedule and you, the Insured. We are the agent of the Insurers.
- f) Fair disclosure and description of risk. Consumers are required to answer specific questions asked honestly and with reasonable care. You must take care when answering questions, we ask, by ensuring that all the information provided to us is accurate and complete.

For all other Proposers or Insureds, there is a pre-inception duty to disclose material facts and an ongoing duty to advise us immediately of any changes in those material facts whatsoever which affect your insurance, and which have occurred since this policy started, or since the last renewal date. If you are unsure whether certain facts are material, please ask your appointed insurance broker. Failure to tell us about relevant changes may invalidate your policy in total or in respect of a claim or claims.

## The Insurers rights under this policy:

If the Insurer establishes that you deliberately or recklessly provided false or misleading information, they will treat this policy as if it never existed and decline all claims.

If the Insurer establishes that you carelessly provided false or misleading information, it could adversely affect your policy and any claim. For example, the Insurer may:

- Treat this policy as if it never existed and refuse to pay all claims and return the premium paid. They will only do this if you have been provided with insurance cover which they would not otherwise have offered.
- Amend the terms of your insurance. They may apply amended terms as if they were already in place if a claim has been adversely impacted by your carelessness.
- Reduce the amount they pay on a claim in the proportion the premium you paid bears to the premium they would have charged you. The equivalent percentage reduction of a claim amount may be significant monetary amount and you will be liable to make good the shortfall to any third party.

If you become aware that information you have given us is inaccurate, you must inform us as soon as practicable.

We or the Insurer will write to you via your appointed Insurance Broker if we:

- Intend to treat your policy as if it never existed; or
- Need to amend the terms of your policy.

# Terms of Business

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## Who we are:

MX Underwriting Europe is registered in Ireland. Company Registered no. 435879.

We are an authorised Insurance Intermediary regulated by the Central Bank of Ireland. Reference no. C44695.

## Contact details:

Our Registered Office is at 16 Fitzwilliam Place, Dublin, D02 FF82. Email: [icook@mxunderwriting.com](mailto:icook@mxunderwriting.com)

You can contact the Central Bank of Ireland on 1890 77 7777.

## What do we do?

We provide services to and enter into insurance contracts on behalf of Regulated Insurers. The Regulated Insurer receives the premium net of commissions and fees and is responsible for the payment of claims under the Policies.

We engage with the Regulated Insurance Brokers who represents you and will advise you on product suitability and value.

## How we charge:

We collect a commission from the Regulated Insurer on behalf of which we operate.

We may also charge an administration fee and/or an additional premium for changes you make to the policy.

All insurance premiums are subject to a 3% Government Levy and an additional 2% Insurance Compensation Fund levy. The 2% Insurance Compensation Fund levy is applied to new business and renewal premiums for policies which commence on or after 1st January 2012. For ease of reference, these levies are referred to as statutory charges in your policy documentation.

## Who regulates us?

MX Underwriting Europe is regulated by the Central Bank of Ireland. Reference number C44695.

## Conflicts of interest:

It is our policy to maintain appropriate administrative structures to ensure that the potential for any conflict of interest is avoided as far as possible. We try to avoid conflicts of interest. If you feel that your interests have not been fairly protected, then please contact us to give us the opportunity to resolve any issues you have.

## What happens if I do not pay the premium?

Non-payment of your premium or any part thereof, including any adjustment premium payable, or any instalment of your premium, may lead to your insurance policy being revoked or cancelled.

## What happens if I breach conditions or warranties of the Insurance Policy?

Breach by you of certain conditions or warranties of your policy may lead to your insurance policy being avoided, revoked or cancelled, or a specific claim under your insurance policy being revoked.

## Financial services compensation scheme

You may be covered by the Central Bank of Ireland's Insurance Compensation Fund (ICF). You may be entitled to compensation from the ICF if the Insurer is unable to meet their obligations to you under this insurance. Further details are available at <https://centralbank.ie> or The Central Bank of Ireland, New Wapping Street, North Wall Quay, Dublin 1, D01 F7X3

## Other compensation schemes that may be applicable

The Financial Services Compensation Scheme (FSCS) may be available to satisfy your claims if the Insurer is unable to meet our obligations to you under this contract. The FSCS is the UK's statutory fund of last resort for customers of financial services firms.

If you are entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of the contract and your eligibility. Further information about the Scheme, including who is entitled to make a claim under it and the maximum levels of compensation, are available from: The Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU

The Protection and Compensation Fund in Malta operated by Malta Financial Services Authority may be available to satisfy your claims if the Insurer is unable to meet our obligations to you under this contract. The Management Committee may be contacted as the following address: The Chairman, Protection and Compensation Fund, c/o Malta Financial Services Authority, Notabile Road, Attard BKR3000

## **Symbols**

Where the following symbols are used in this Policy beside specific terms, these symbols denote that the Extension, Condition or Exception wording applies to the section to which that symbol refers.

For the avoidance of doubt, the symbols carry the following meaning throughout the policy;



Employers Liability



Public Liability



Products Liability

## Indemnity Agreement

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In consideration of the Insured having paid or having agreed to pay the premium, the Insurer shown in the Schedule (the Company) will provide the insurance described in this Policy for the Period of Insurance shown in the Policy Schedule and any subsequent Period of Insurance for which the Insured pays and the Company accepts the Premium.

**Provided always that:**

- i. this insurance will only apply to events arising in connection with the Business as described in the Policy Schedule.
- ii. such events occur during the Period of Insurance.
- iii. the information supplied to the Company, known as the submission and including the proposal, by or on behalf of the Insured in connection with this insurance has been relied upon by the Company in offering this contract of insurance.
- iv. the Policy and Policy Schedule and any Endorsements (including any Policy Schedule or Endorsement issued in substitution) will be read as one contract, and words or expressions to which a specific meaning has been given will have such specific meaning wherever they appear.

**Subject always to the terms, Exceptions, Conditions, endorsements and Limits of Indemnity of the Policy.**

SIGNED for and on behalf MX Underwriting Europe , within the terms of the authority delegated to us by the Regulated Insurer(s) specified in the Schedule,



**Ian Cook**  
**Managing Director**

## How to make a claim

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### Things you must do to make a successful claim

If you wish to make a claim, please contact the insurance broker who arranged the insurance or contact the following directly:

Email: [fnol@ie.sedgwick.com](mailto:fnol@ie.sedgwick.com)

Write to: MX Underwriting Europe Claims @ Sedgwick, c/o Conor Holland, Head of Property Adjusting and Claims Services Sedgwick, Merrion Hall, Strand Road, Sandymount, Dublin 4, D04 K744, IRELAND

Call: Direct: +353 1 2611454      Crisis Mobile: +353 868556266

When notifying a claim:

Do not be tempted to delay notifying any incident for which you may seek the benefit of the Policy. The Policy is not expected to respond if you do not report incidents immediately and without delay. Up to 14 days from the date of knowledge would be considered reasonable. In the event of Loss of Licence claims, these should be notified to the Company within 48 hours.

The Policy will not respond if the Insurer considers that it has been prejudiced by a delay. If you are unsure whether certain incidents should be notified, ask your appointed insurance broker.

# Complaints Procedure

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We are committed to providing all our customers with a high standard of service at all times. We realise that things can go wrong and there may be times when you feel our service has let you down. As a valued customer, you have the right to complain. If at any time you feel dissatisfied with the service, or feel that you have cause for complaint, we recommend in the first instance that you contact the Insurance Broker or Intermediary who arranged the policy, or if you wish to make your complaint directly to us in writing you can email the Managing Director at [icook@mxunderwriting.com](mailto:icook@mxunderwriting.com). In the event you wish to make a complaint in writing, we ask that you include your name, address, policy number and/or claim number, the reason for your complaint and any supporting documents. Please title your correspondence in the subject line: "Complaint". E-mail: [icook@mxunderwriting.com](mailto:icook@mxunderwriting.com)

Our staff will try to resolve your complaint immediately. If this is not possible, we promise to acknowledge your complaint in writing within 5 (five) business days of receipt. This acknowledgement will include the contact details of a dedicated person nominated to deal with your complaint. In the unlikely Event that we have not resolved your complaint within 20 (twenty) business days we will write and let you know and what further action we will take in a final response and the anticipated timeframe in which we hope to resolve your complaint.

If you are not satisfied with our final decision, or if we haven't given you a final decision within 40 business days, you have the right to refer your complaint to;

The Financial Services Ombudsman's Bureau,  
3<sup>rd</sup> Floor, Lincoln House,  
Lincoln Place,  
Dublin 2  
D02 VH29  
Telephone 01 6620899 / 1890 882090  
[www.financialombudsman.ie](http://www.financialombudsman.ie)

If you have purchased your contract online, you may also make a complaint via the EU's online dispute resolution (ODR) platform. The website for the ODR platform is [www.ec.europa.eu/odr](http://www.ec.europa.eu/odr).

The contact details should you wish to raise a complaint about these Sections directly with Accredited Insurance (Europe) Ltd. are; Accredited Insurance (Europe) Limited 3rd Floor Development House St Anne Street Floriana FRN 9010 Malta Email: [complaints@accredited-eu.com](mailto:complaints@accredited-eu.com) If You are not satisfied with our final response or We have not responded within fifteen (15) working days, You may also refer Your complaint to: Office of the Arbiter for Financial Services, 1st Floor St Calcedonius Square, Floriana FRN 1530 Malta, telephone (+356 212 49245). You will have to pay EUR 25.00 at the time of making Your complaint to the Arbiter to use this service. The Office of the Arbiter for Financial Services considers that a "complaint" refers to a statement of dissatisfaction addressed to an insurance undertaking by a person relating to the insurance contract or the service he/she has been provided with. The terms "person" does not specify that this is limited to individuals and therefore any policyholder, Insured person, beneficiary and injured third party (irrespective of the country of residence or where the risk is situated is eligible to make a complaint). For more information on the Office of the Arbiter for Financial Services and its complaints process, please visit <http://financialarbiter.org.mt/>

The complaints handling arrangements above are without prejudice to your right to commence a legal action or an alternative dispute resolution proceeding in accordance with your contractual rights.

Full details of our complaint's procedure, and further information on MX Underwriting Europe, can be seen by visiting our website at [www.mxunderwriting.eu](http://www.mxunderwriting.eu).

## Compensation

The Insurance Compensation Fund in Ireland exists for the protection of Consumers. In the event that an Irish insurer is unable to pay a claim, compensation may be available from this Fund.



## Definitions (in alphabetical order)

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In this Policy, defined words have initial capitals. These words, other than in the headings, have specific meanings attached to them as set out below.

Also, where the context requires:

- a) words in the singular will include the plural and vice versa; and
- b) words expressed in one gender shall include all genders; and
- c) references to 'a person' shall include any individual, company, partnership or any other legal entity;
- d) references to a statute, regulation or trade terms of contract will be construed to include all its amendments or replacements.

All headings within this policy are included for convenience only and will not form part of this policy.

In this Policy, defined words have initial capitals.

**Accident** shall mean an unintended and unexpected Event causing Damage.

**Airside** shall mean the part of the airport inside the security checkpoint which is subject to the security requirements of the airport authority as a security area and where entry into this area by members of the public is prohibited or restricted including any airfields, runways, aircraft parking areas and associated service roads, hangars, refuelling areas, ground equipment parking areas, maintenance areas, aprons and/or ancillary areas to which aircraft and/or aerospace devices have access.

**All Other Contents** shall mean:

- a. directors', Employees', and visitors' personal effects;
- b. Employees' tools;
- c. computer systems records but only for the value of the materials together with the cost of clerical labour time expended in reproducing such records excluding any expenses in connection with the production of information to be recorded therein;
- d. patterns, models, moulds, plans, and designs or sets of same;
- e. documents, manuscripts, and business books but only for the value of the materials as stationery together with the cost of clerical labour expended in writing up.

**Ancillary Equipment** shall mean air conditioning equipment, voltage regulating equipment, and generating equipment solely for use with Computer Equipment.

**Asbestos** shall mean crocidolite amosite chrysotile fibrous actinolite fibrous anthophyllite or fibrous tremolite or any mixture containing any of those minerals

**Asbestos Containing Materials** shall mean any material containing Asbestos or Asbestos Dust.

**Asbestos Dust** shall mean fibres or particles of Asbestos.

**Assault Injury** shall mean injury:

- a. which is sustained by the Insured Person during the Period of Insurance; and
- b. caused by violent, external, and visible means which shall solely and independently of any other cause result in the death or disablement of an Insured Person within twenty-four calendar months from the date of the Incident by which such injury was caused.

**Bodily Injury** shall mean death, injury, illness, or disease; and shall include nervous shock, mental anguish, and mental illness.

**Buildings**, and unless more specifically insured shall mean:

- a. the buildings of the Premises including outbuildings, landlord's fixtures and fittings, foundations, walls, gates, and fences around and pertaining to the Premises;
- b. piping, ducting, cables, wires, and associated control gear, and accessories on the Premises extending to the public mains but only to the extent of the Insured's responsibility;
- c. yards, car parks, roads, and pavements which partly or wholly serve to supply the Premises;

the property of the Insured or for which the Insured is responsible.

**Business** shall mean the business described in the Schedule and Statement of Fact and no other for the purpose of this insurance, but shall include the following where incidental to the business:

- property ownership, use or occupation of Premises in connection with the business;
- repair, maintenance, decoration and upkeep of Premises owned, used or occupied in connection with the business, but not the construction, re-construction, structural alteration or demolition of such Premises;
- sale or disposal of own property and goods, including owned mechanically propelled vehicles, plant and equipment;
- employment of subcontractors for performance of work on behalf of the Insured in the course of the business;
- provision and management of canteens, social, sports and welfare organisations and medical organisations for the benefit of the Insured's Employees and/or their pensioners;
- provision and management of first aid services (other than by qualified medical practitioners), fire, security and ambulance services at the Insured's premises for the benefit of the Insured's Employees ;
- participation in exhibitions, trade fairs, conferences or promotional events;
- private work carried out by any Employee, for any director, business partner, or senior official or executive of the Insured.

**Business Interruption** shall mean any loss covered under Section 2 of this Policy.

**Business Hours** shall mean the Insured's usual office hours and the working hours, including overtime, during which the Insured, their principals, or Employees, entrusted with the Insured's Money are on the Premises or at sites of contract for the purpose of the Business.

**Communicable Disease** shall mean any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- a. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
- b. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
- c. the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health, human welfare or property damage

**Company** shall mean the Insurer(s) shown in the Schedule who will receive the premium and settle claims arising on your Policy.

**Computer Equipment** shall mean computers and all other equipment used for the storage and communication of electronically processed Data including interconnecting wiring, fixed discs, and other Data carrying Media, software and telecommunications but excluding any equipment used in the control of a manufacturing process.

**Contents** shall mean:

- a. machinery, plant, trade fixtures and fittings;
- b. tenants' improvements, alterations and decorations;
- c. so far as they are not otherwise insured, Employees' directors' and visitors' pedal cycles, tools and other personal effects of every description (other than motor vehicles) for an amount not exceeding €1,500 in respect of any one person; or
- d. Contents of outbuildings.

The term "contents" excludes (except as provided for under the definition for All Other Contents)

- i. landlord's fixtures and fittings;
- ii. stock and materials in trade;
- iii. Money and stamps;
- iv. documents, manuscripts and Business books;
- v. computer system records;
- vi. any patterns, models, moulds, plans or designs, or set of same;
- vii. vehicles licensed for road use, including accessories thereon and Contents therein unless catered for under Extension 80 Personal Effects.

**Damage** shall mean accidental physical loss, destruction, or damage which is both sudden and accidental, and **Damaged** shall have the equivalent meaning.

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

**Debris Removal Costs** shall mean costs and expenses necessarily incurred by the Insured with the consent of the Company in:

- a. debris removal; or
- b. dismantling and demolishing, shoring up or propping, or clearing of drains and sewers of the portion(s) of the Property Insured Damaged by any Defined Peril.

The Company shall 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 pollution or contamination of property not insured by this Section.

**Defamation**, as defined under the Defamation Act 2009, shall mean a defamatory statement that tends to injure a person's reputation in the eyes of reasonable members of society.

**Defined Peril** shall mean fire, lightning, explosion, aircraft or other aerial devices or articles dropped therefrom, earthquake, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons other than thieves, storm, flood, escape of water from any tank, apparatus or pipe, impact by any road vehicle or animal, or accidental discharge or leak of water from any automatic sprinkler installation.

**Denial of Service Attack** shall mean any actions or instructions constructed or generated with the ability to Damage, interfere with or otherwise affect the availability of networks, network services, network connectivity or information systems including, but not limited to, the generation of excess traffic into network addresses, the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks.

**Employee** shall mean:

- a. any person under a contract of service or apprenticeship with the Insured;
- b. any person who is hired to or borrowed by the Insured;
- c. any person engaged in connection with a work experience or training scheme;
- d. any labour master, labour only sub-contractor or person supplied by them;
- e. any self-employed person providing labour only; or
- f. any voluntary worker.

while working under the direct control of the Insured in connection with the Business

**Estimated Gross Profit** shall mean the amount declared by the 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 exceeds twelve months.

**Estimated Gross Revenue** shall mean the amount declared by the 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 Maximum Indemnity Period exceeds twelve months).

**Event** shall mean any one occurrence, or all occurrences of a series consequent upon, or attributable to, one originating cause.

**Excess** shall mean **(in respect of sections 1-6 inclusive)** the first amount payable by the Insured in respect of damages, costs and expenses, claimant's costs, fees and expenses for each and every claim or potential claim, as ascertained after the application of all other terms and conditions of this Policy; or

In the case of a claim or potential claim that involves Damage, and if specified in the Schedule and Statement of Fact and applicable, the Excess shall mean the first amount payable by the Insured in respect of each and every Damage claim or potential Damage claim as ascertained after the application of all other terms and conditions of this insurance.

**Excess** shall mean **(in respect of sections 7-9 inclusive)** the amount stated in the Policy Schedule which the Company or its representatives may, at any time and at its sole discretion for each claim or notification of a potential claim by a third party or Employee, in respect of all damages or costs or defence costs and/or expenses including investigation costs, require payment of from the Insured, in whole or in part, directly to the Company or at the Company's discretion, to its appointed representative.

Where more than one claim or notification of a potential claim arises from the same Event, then only one Excess amount shall be payable by the Insured for that Event.

**Failure of a System**

Failure of a System shall mean the complete or partial failure or inability whether in terms of availability functionality including performance or otherwise of a system whether or not owned by the Insured to operate at any time as desired, as specified or as required in the circumstances of the Insured's business activities.

**Fear of Asbestos and Pollutants** shall mean fear of suffering Bodily Injury arising out of actual or suspected exposure to Asbestos, Asbestos Dust, Asbestos Containing Materials or Pollutants.

**Geographical Limits** shall mean:

- a. for the purposes of Sections 1, 2, 3, 5 and 6: Republic of Ireland, Great Britain, Northern Ireland, the Isle of Man, or the Channel Islands unless otherwise stated
- b. for the purposes of Section 4 (Computer Equipment 'All Risks'): anywhere in the world whilst in the possession of an Employee who is normally resident in the territories referenced in (a) above
- c. for the purposes of Sections 7, 8 and 9 (Liability) please refer to 'Territorial Limits' referenced under the Insuring Clause in the respective sections.

**Goods** shall mean, for the purposes of Section 6,

- a. property of every description belonging to the Insured, held in trust, or on commission, for which the Insured is responsible or has accepted responsibility;
- b. securing chains, toggles, dunnage, sheets, tarpaulins, packing materials, and the like, including containers belonging to the Insured or for which the Insured is responsible, or wishes to accept responsibility, but cover for these shall not exceed €2,500 in respect of any one claim.

**Gross Profit** shall mean the amount by which the sum of the amount of the Turnover and the amounts of the closing Stock and work in progress shall exceed the sum of the amounts of the opening Stock and work in progress and the amount of the Specified Working Expenses.

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

**Gross Revenue** shall mean the money paid or payable to the Insured for services rendered in the course of the Business at the Premises.

**Hacking** shall mean unauthorised access to any computer or other equipment or component or system or item which processes stores or retrieves Data, whether the property of the Insured or not.

**Incident** shall mean Damage to Property Insured, used by the Insured at the Premises for the purpose of the Business.

**Indemnity Agreement** is defined on page 3 of the Policy

**Indemnity Period** shall mean the period beginning with the occurrence of an Incident and ending not later than the Maximum Indemnity Period as specified in the Policy Schedule.

**Insured** shall mean

- a. the Insured as stated in the Policy Schedule;
- b. at the written request of the Insured,
  - i. any director, partner or Employee of the Insured, while acting on behalf of or in the course of his employment or engagement by the Insured in connection with the business, in respect of liability for which the Insured would have been entitled to indemnity under this Policy if the claim had been made against the Insured;
  - ii. any officer, member or Employee of the Insured's canteen, social, sports or welfare organisation or fire, security or first aid or ambulance services in their respective capacities as such;
  - iii. any director, business partner or senior official of the Insured, in respect of private work carried out by any Employee of the Insured for any such person, with the consent of the Insured;
  - iv. any principal, in his capacity as such, for liability arising out of work performed by the Insured for or on behalf of that principal;
- c. in the event of the death of the Insured, the personal representatives of the Insured in respect of liability incurred by the Insured

**Insured Amount Per Week** shall mean one-fiftieth part of the Research Establishment Expenditure incurred during the financial year immediately before the date of an Incident, to which such adjustment shall be made as may be necessary to provide for the trend of the Business and for variations in or special circumstances affecting the Business either before or after the Incident or which would have affected the Business had the Incident not occurred, so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the result which but for the Incident would have been obtained during the relative period after the Incident.

**Insured Event** shall mean an event causing Damage which is covered under the conditions for cover in the terms of the Policy.

**Insured Person** shall mean:

- a. the Insured or any principal, director, or Employee of the Insured: or
- b. any person acting on behalf of the Insured other than an Employee of a security company or organisation.

**Law Costs** shall mean all claimants' costs and expenses which the Insured is legally liable to pay and all costs and expenses incurred by the Insured with the written consent of the Company in respect of any Event that is the subject of indemnity under sections 7, 8 and 9 under this Policy.

**Legionella** shall mean any discharge, release or escape of legionella or other airborne pathogens from water tanks, water systems, air conditioning plant, cooling tower and the like.

**Leisure Risks** shall mean risks involved in the leisure sector, including but not limited to, hotels, public houses and restaurants.

**Licence** shall mean the licence granted for the retail sale of excisable liquors at the Premises.

**Limit of Indemnity** shall mean:

- a. for the purposes of Sections 1 to 6, the total liability of the Company for all amounts payable in accordance with the Indemnity Agreement under these Sections for any loss or series of losses arising from any one Event as stated in the Policy Schedule. For the avoidance of doubt, for the purposes of Sections 1 to 6, the Limit of Indemnity is inclusive of the relevant Excess stated in the Schedule.
- b. for the purposes of Sections 7 to 9, the total liability of the Company for all amounts payable in accordance with the Insuring  
Clauses under these Sections and shall not exceed the amount(s) stated in The Policy Schedule. For the avoidance of doubt, for the purposes of Sections 7 to 9, the Limit of Indemnity is in addition to any Excess stated in the Policy Schedule, but inclusive of any Self-Insured Retention.

Where the Company is required to indemnify more than one Insured party under the Policy, the total amount payable shall not exceed the Limit of Indemnity. For efficiency, all Insureds shall be treated as one Insured party or single legal entity so that there will be only two parties to the contract of Insurance, namely the Company and the First Named Insured.

**Loss of a Limb** shall mean loss by physical separation of a hand, at or above the wrist, or of a foot, at or above the ankle, and includes total and irrecoverable loss of use of hand, arm, foot, or leg.

**Loss of Licence** shall mean the licence being:

- a. forfeited or revoked under the provisions of the appropriate legislation governing the issue of such licences; or
- b. refused renewal by the appropriate licencing authority after proper application.

**Loss of Sight** shall mean the total and irrecoverable loss of sight in one or both eyes.

**Machinery/Plant** shall mean the machinery, plant, fixtures and fittings, Computer Equipment and All Other Contents all belonging to the

Insured or held by the Insured in trust, or on commission, for which they are responsible or wish to assume responsibility but excluding:

- a. landlord's fixtures and fittings;
- b. Stock;
- c. Money; and
- d. Computer Equipment otherwise insured.

**Maximum Indemnity Period** shall be as stated in the Schedule.

**Media** shall mean solely the materials on which Data and/or Programs are recorded.

**Money** shall mean current cash, bank and currency notes, cheques and giro cheques (other than blank or partly completed cheques and giro cheques), travellers cheques, bankers drafts and giro drafts, postal orders, money orders, national savings certificates, and unused current postage stamps, and unexpired units in franking machines, trading stamps, national insurance stamps (whether affixed to cards or otherwise), national savings and holiday with pay stamps, bankers drafts, promissory notes, bonds, securities, bills of exchange, dividend warrants and gift tokens,

luncheon vouchers, consumer redemption vouchers all belonging to the Insured or for which the Insured has accepted responsibility.

**Named Insured** shall mean the party stated as Insured in the Policy Schedule.

**Non-Negotiable Monies** shall mean crossed cheques, crossed giro cheques, crossed bankers drafts, crossed postal orders, crossed money orders, premium bonds, unused national insurance stamps, national savings certificates, credit card sales vouchers, debit card sales, VAT purchase invoices all belonging to the Insured or for which the Insured is responsible.

**Nuclear Installation** shall mean any installation of such class or description as may be prescribed by regulations made by the relevant Minister by statutory instrument being an installation designed or adapted for:

- a. the production or use of atomic energy;
- b. the carrying out of any process which is preparatory or ancillary to the production or use of atomic energy and which involves or is capable of causing the emission of ionising radiations;
- c. the storage, processing or disposal of nuclear fuel, or of bulk quantities of other radioactive matter, being matter which has been produced or irradiated in the course of the production or use of nuclear fuel.

**Nuclear Reactor** shall mean any plant (including any machinery, equipment or appliance, whether affixed to land or not) designed or adapted for the production of atomic energy by a fission process in which a controlled chain reaction can be maintained without an additional source of neutrons.

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

**Offshore** shall mean from the time of embarkation on to a conveyance to an offshore rig or platform until disembarkation from the conveyance on to land upon return from such offshore rig or platform.

**Outstanding Debit Balances** shall mean the total amount outstanding in customers' accounts as set out in the Insured's accounts as at the end of the last calendar month, 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 the Incident, to customers' accounts in the period between the date to which said last statement relates and the date of the Incident; and
  - c. any abnormal conditions of trade which had or could have had a material effect on the Business;
- so that the figure thus adjusted shall represent as nearly as reasonably practicable those which would have been obtained at the date of an Incident had the Incident not occurred.

**Period of Insurance** shall mean the Period stated in the Policy Schedule and Statement of Fact starting from the "Inception Date" and ending on the "Expiry Date", as these terms are specified in the Policy Schedule or any subsequent period for which the Company agrees to renew the Policy and to accept payment of the premium.

**Permanent Total Disablement** shall mean disablement for at least 104 (not necessarily consecutive) weeks from engaging in, or giving attention to, a profession or occupation of any kind.

**Policy** shall mean this document (the "Policy Document"), the Policy Schedule and the Statement of Facts (including any Policy Schedule and Statement of Facts issued in substitution), and any endorsements attaching to this Policy or the Policy Schedule that will be considered part of the legal contract.

**Policy Schedule** shall mean the part of the Policy that details information which forms part of this contract of insurance and that shows the sections of this Policy that are insured .

**Pollutants** shall mean any solid, liquid, gaseous, or thermal irritants, smoke, vapour, soot, fumes, acids, alkalis, chemicals, waste, or other substances or contaminants, moulds or other fungi (including but not limited to mildew or mycotoxins or spores or any other substance or product produced or released by moulds or fungi); which actually or are alleged to adversely affect land, water, atmosphere, Property, Buildings, other structures, or people, animals, plants, and all other living organisms, or the general environment.

**Pollution Hazard** shall mean:

- a. actual, alleged, or threatened:
  - i. ingestion, inhalation, absorption, release, escape, discharge, dispersal, seepage of, contact with, or exposure to, Pollutants;
  - ii. subsequent spread, migration, or movement of Pollutants following (i) above;
- b. the costs of cleaning up, containing, treating, detoxifying, neutralising, removing, monitoring of, or testing for,

Pollutants and their effects, whether or not these are performed by the Insured or third parties.

**Premises** shall mean the premises owned, occupied, leased or rented, by the Insured as stated in the Policy Schedule and Statement of Fact.

**Product** shall mean any goods or products designed, manufactured, constructed, installed, altered, repaired, serviced, processed, treated, sold, leased, supplied, or distributed by or on behalf of the Insured but shall not include the Contract Works.

**Professional Fees** shall mean architects', surveyors', engineers', and consultant's legal and other fees necessarily and specifically incurred in the Reinstatement of the Property Insured as a result of its Damage, but not for preparing any claim.

**Programs** shall mean a sequence of instructions given to a computer which are either purchased or written on a custom basis owned leased or rented by the Insured or for which they are legally responsible.

**Property** shall mean any tangible property.

**Property Insured** shall mean the items of property listed in The Schedule.

**Proposal** shall mean any information supplied by the Insured in connection with this insurance and any declaration made in connection therewith by or on behalf of the Insured.

**PSA** shall mean the Private Security Authority, which was established pursuant to the Private Security Services Act 2004. This is the statutory body with responsibility for licensing and regulating the private security industry in Ireland.

**Rate of Gross Profit** shall mean the rate of Gross Profit earned on the Turnover during the financial year immediately before the date of the Incident.

**Reinstatement** shall mean:

- a. the rebuilding or replacement of property which, provided the liability of the Company is not increased, may be carried out:
  - i. in any manner suitable to the requirements of the Insured;
  - ii. upon another site;
- b. the repair or restoration of the Property Insured which is Damaged; in either case to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new; or
- c. in respect of Computer Equipment and Ancillary Equipment and Data carrying materials, to the extent that it cannot be economically repaired, it will be replaced by similar equipment of similar capacity in a condition equal to but not better or more extensive than its condition when new. If it is not possible to obtain equipment of similar capacity replacement will be of the next higher capacity, up to the limits specified under 'Section 4 – Computer Equipment 'All Risks', if applicable.

**Reinstate** shall have the same meaning.

**Rent Payable** shall mean loss of rent payable as a result of the Building(s) or any part being unfit for occupation in consequence of:

- a. their being Damaged; or
- b. Damage elsewhere on or about the Premises.

**Rent Receivable** shall mean the amount of the rent received and payments for services provided in respect of the letting of the Premises.

**Research Establishment Expenditure** shall mean the total expenditure on research by the Insured at the Premises less the relative cost of raw materials consumed.

**Self-Insured Retention** shall mean the un-insured amount stated in the Schedule which shall be payable by the Insured for each claim or notification of a potential claim by a third party or Employee, in respect of all damages, costs, defence costs and expenses, including investigation, medical and expert costs (other than the Company's own salary and other internal costs), before the Company shall be liable to make any payment under this Policy. This is different from an Excess, in that it is an un-insured amount. A Self-Insured Retention may be applied to the Liability Sections of the Policy (sections 7, 8 and 9 under this Policy) in place of an Excess where shown in the Schedule.

**Service Charges** shall mean the money paid or payable to the Insured by tenants in respect of services charges (as defined in the relevant lease) during the 12 months immediately before the date of the Event giving rise to the relevant claim.

**Specified Working Expenses** shall mean purchases less applicable discounts, and bad debts.

**Standard Turnover** shall mean the turnover during that period in the twelve months immediately before the date of an Incident which corresponds with the Indemnity Period.

**Standard Construction** shall mean Buildings being built mainly of brick, stone or concrete and roofed with slates, non-combustible tiles, concrete, asphalt, metal or sheets or slabs composed entirely of non-combustible mineral ingredients.

**Stock** shall mean the stock and materials in trade, including work in progress, at the Premises, the property of the Insured, or held in trust by the Insured, or on commission, for which the Insured are responsible or wish to assume responsibility.

**Submission** shall mean the proposal and declaration and information supplied to the Company, together with all attachments, by or on behalf of the Insured, in connection with this insurance, all of which shall be incorporated in and form part of this Policy.

**Sum Insured** shall mean such sum as is specified in the Policy Schedule and Statement of Fact.

**System Failure** shall mean malfunction or non-function of any mechanical and/or electronic system (whether or not the property of the Insured) caused by:

- a. the response of a computer to any date or date change;
- b. the failure of a computer to respond to any date or date change;
- c. any loss of, Damage to, change or corruption in, Data or software on a computer system; or
- d. any Virus or Similar Mechanism, or Hacking, or degradation of, or breach of security in, or denial of access to, a computer system, or website.

For the avoidance of doubt, Computer includes computer hardware, computer software, microchip, microprocessor, any electronic equipment and any device which gives or receives electronic instructions or information.

**Temporary Total Disablement** shall mean temporary total disablement for less than 104 (not necessarily consecutive) weeks which prevents the Insured Person from attending to his usual Business or occupation.

**Tenant's Improvements** shall mean tenant's improvements, alterations and decorations to landlord's property for which the Insured is responsible.

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

**Territorial Limits** shall mean:

- a. for the purposes of Sections 1, 2, 3, 5 and 6: Republic of Ireland, Great Britain, Northern Ireland, the Isle of Man, or the Channel Islands unless otherwise stated;
- b. for the purposes of Section 4 (Computer Equipment 'All Risks'): anywhere in the world whilst in the possession of an Employee who is normally resident in the territories referenced in (a) above.

**Testing** shall mean the application of power or driving force to an item of machinery prior to the introduction of feedstock or raw materials or the application of a load.

**Third Party Premises** shall mean premises that are owned, tenanted, or occupied by a third party and that are not used or occupied by the Insured.

**Transit** shall mean in transit by road, rail, or inland waterway, between any addresses within the Geographical Limits including any loading and unloading and whilst what is in transit is temporarily housed for up to 21 days.

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



**Unoccupied** shall mean any Building which is empty or not in use by the Insured or any tenant of the Insured for any period of more than 30 consecutive days.

**Virus or Similar Mechanism** shall mean program code, programming instruction or any set of instructions intentionally constructed with the ability to Damage, interfere with or otherwise adversely affect computer Programs, data files or operations, whether involving self-replication or not including but not limited to Trojan horses, worms or logic bombs.

**Working Hours** shall mean the whole period during which the vehicle is being used by its driver in connection with the Business of the Insured including travel to and from the place of work and any break in such journey but shall not include when the vehicle is parked for any overnight rest period.

# Section 1 – Material Damage ‘All Risks’

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## Insuring Clause

This Section shall cover, in accordance with the Indemnity Agreement, Damage to any of the Property Insured for which a Limit of Indemnity or Inner Limit of Indemnity is stated in the Policy Schedule. The Company will pay to the Insured the values of such property at the time of the Damage or the amount of the Damage or at the Company's option Reinsure or replace such Property Insured or any part thereof.

Provided that the liability of the Company during any Period of Insurance shall in no case exceed, in respect of each Item, the relevant inner Limit of Indemnity in the Policy Schedule and Statement of Fact or in the aggregate any aggregate Limit of Indemnity in the Schedule.

## Extensions Applicable to Section 1 (Material Damage ‘All Risks’)

### 1. Adaptation Clause (Energy Performance and Sustainable Buildings and Debris Recycling)

The insurance in respect of Buildings extends to include:

- a. the additional cost of Reinstatement incurred with the Company's prior written consent to comply with the recommendations made under any current Energy Performance Certificate in respect of the lost, destroyed or damaged Property Insured;
- b. additional cost of Reinstatement incurred with the Company's prior written consent to Reinsure the Damage to a standard above the minimum required under the prevailing European Community or building or other regulations under or framed in pursuance of any Act of Parliament or Byelaws of any public authority where such standard would otherwise result in a recommendation for improvement to be made in a subsequent Energy Performance Certificate assessment;
- c. the reasonable additional cost of Reinstatement incurred with the Company's prior written consent arising from the use of alternative materials or sources of materials in accordance with the principles of the BRE Environmental and Sustainability Standard.

Provided always that:

- i. the Company shall not be liable for any undamaged portions of the Property Insured;
- ii. the Company shall not be liable for 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 the works funded by the application of this clause;
- iii. the Company shall not be liable for the cost incurred in complying with prevailing European Community or building or other regulations under or framed in pursuance of any Act of Parliament or Byelaws of any public authority under which notice has been served upon the Insured prior to the happening of the Damage;
- iv. if the liability of the Company under any item of this Section other than this clause shall be reduced by the application of any of the terms and conditions of this Section then the liability of the Insurer under this clause in respect of any such item shall be reduced in like proportion; and
- v. the Company's liability under this clause in respect of any one occurrence and in total in any one Period of Insurance shall not exceed €50,000.

### 2. Annexes

Unless more specifically insured the following are included in respect of the Buildings to which such property is attached or belongs:

- a. external fire escapes, hoists, gangways, external clocks, fences, walls, gates, and staircases and water tanks;
- b. external trunks, conveyors, shafting, belting, ropes, cables, service pipes, and similar equipment including all supporting structures and all such property in the adjoining yards, roadways, or underground;
- c. small outside Buildings and their Contents, conveniences, yards, car parks, service roads, loading bays, street furniture, the Buildings and Contents of extensions to, and communicating with, any of the above-described Buildings, oil and fuel tanks, and Ancillary Equipment and the Contents thereof;

all which are the property of the Insured or for which they are responsible.

### 3. Branded Goods

In the event of a claim for Damage to the Property Insured any salvage of branded goods, and/or merchandise either in the Insured's own possession or held by them in trust or on commission, and/or goods sold but not delivered shall not be disposed of by sale without the consent of the Insured. If such salvage is not disposed of by sale, then the claim will be assessed at the value agreed between the Insured and the Company and taken into consideration at the settlement of the loss.

#### **4. Capital Additions**

The Company agrees to include:

Any newly acquired and/or newly erected Buildings and Machinery/Plant including improvements and extensions, insofar as they are not otherwise insured anywhere in the Geographical Limits.

Provided that:

- a. the liability of the Company in respect of Property Insured at any one location shall not exceed the inner Limit of Indemnity; as stated below,
- b. the Insured undertake to give to the Company full particulars of any such Buildings and Machinery/Plant subject to cover under this Extension within 30 days of acquiring the interest in such property, and to effect specific insurance thereon retrospective to the date of the commencement of the Insured's liability; and
- c. the Company shall be entitled to charge an appropriate additional premium pro rata from the date of newly acquired and/or newly erected Buildings and Machinery/Plant including improvements and extensions, and these may vary the terms of the Policy.

**The limit applicable under this Extension is 10% of the Sum Insured hereby, or €250,000, whichever is the less.**

#### **5. Changing Locks and Keys**

The Company agrees to include costs incurred as a result of the necessary replacement of locks and keys following the loss of keys by theft from the Premises or from the homes of principals, directors, or authorised Employees, or by unauthorised duplication of keys, provided that if such keys relate to a safe or strong room no payment shall be made if they are left on the Premises overnight.

#### **6. Claim Preparation Costs**

The insurance by Sections 1 & 2 of this policy extends to include an amount for the reasonable and supportable costs incurred by the Insured (including utilising by the Insured of external consultants) for the preparation, presentation, certification and/or verification of a specified claim resulting from a loss insured under by this policy provided that the liability of the Company under this clause shall not exceed €10,000 in respect of any one claim or series of claims arising from a single occurrence and is expressly deemed to be in addition to the sum insured or limit of liability.

For the purpose of this extension a specified claim shall mean any Property and/or Business Interruption claim in excess of €50,000

#### **7. Clearing of Drains**

The Company agrees to cover expenses necessarily incurred in clearing, cleaning, or repairing drains, gutters, sewers, and the like for which the Insured is responsible as a result of Damage to the Property Insured.

#### **8. Contract Price**

In respect of Damage to goods sold under a sale contract but not delivered, for which the Insured is responsible, which contract is cancelled by reason of the condition of the goods, the liability of the Company shall be based on the contract price.

#### **9. Customers' Goods**

The Insured having accepted responsibility for Damage to customers' property or for which the customers may be legally responsible, it is agreed that all such goods shall be insured by the Item as shown in The Schedule and Statement of Fact covering Stock except insofar as they shall be more specifically insured.

#### **10. Debris Removal**

It is understood that the insurance by all Items of this Section extends to include costs and expenses necessarily incurred by the Insured with the consent of the Company in:

- a. removing debris;
- b. dismantling and/or demolishing; or
- c. shoring up or propping;

of the portion or portions of the Property Insured by the said items Damaged by any Defined Peril hereby insured against. The liability of the Company under this Extension and the Section in respect of any item shall in no case exceed the Sum Insured thereby.

The Company will not pay for any costs or expenses incurred;

- i. in removing debris except from the site of such Damaged Property Insured and the area immediately adjacent to such site; or
- ii. arising from pollution or contamination of property not insured by this Section.

### **11. Emergency Services**

The indemnity granted by this Policy is extended to include Fire Brigade and other Emergency Services Charges necessarily incurred by the Insured for the attendance of the Fire Brigade Service and other Emergency Services in the event of Damage as insured herein, subject to such charges in accordance with the Fire Brigade and other Emergency Services normal scale of charges not exceeding the Sum Insured as stated in the property Damage Policy Schedule.

**The limit applicable under this Extension is €25,000 each and every claim.**

### **12. Emergency security costs following damage**

The insurance in respect of Section 1 is extended to include the reasonable and necessary costs incurred by the Insured in respect of;

- a. temporary boarding up or making good necessary to keep the Premises secure; and
- b. the provision of security guards until the Premises are made secure following and as a direct result of Damage.

The Company's liability under this extension in respect of any one occurrence and in total in any one Period of Insurance shall not exceed €25,000.

### **13. European Community and Public Authorities**

This Policy extends to include such additional cost of Reinstatement as may be incurred to comply with European Union legislation or Building or other Regulations under any Act of the Oireachtas or Bye-Laws of any public authority in respect of the Damaged Property Insured excluding:

- a.
  - i. Damage occurring prior to the inception date of this Policy;
  - ii. Damage not insured by these Sections;
  - iii. Reinstatement required pursuant to any notice that has been served upon the Insured prior to the happening of the Damage;
  - iv. Reinstatement required pursuant to an existing requirement which has to be implemented within a given period;
  - v. any Property Insured that is entirely undamaged;
- b. the additional cost that would have been required to make good the Property Insured to a condition equal to its condition when new had the necessity to comply with the Legislation or Regulations not arisen;
- c. the amount of any charge or assessment arising out of capital appreciation which may be payable in respect of the Property Insured or by the owner thereof by reason of compliance.

Provided that:

- i. 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 Legislation or Regulations so necessitate, subject to the liability of the Company under this Extension not being increased;
- ii. if the liability of the Company under any Item in the Policy Schedule and Statement of Fact shall be reduced by the application of any of the terms and conditions of this Section then the liability of the Company under this Extension shall be reduced in like proportion;
- iii. the total amount recoverable under any Item as shown in the Policy Schedule and Statement of Fact shall not exceed the relevant Limit of Indemnity.

### **14. Exhibitions**

The insurance provided by Section 1 extends to include Damage to;

- a. Property Insured;
- b. exhibits, stands, furniture, furnishings, display materials, office equipment, stationery and other similar property owned by the Insured or held by the Insured or for which the Insured is responsible;

whilst at a trade fair or exhibition in which the Insured is participating and during inland transit by road vehicle (including loading and unloading) to or from the trade fair or exhibition.

Provided always that:

- i. the trade fair or exhibition is within the Territorial Limits
- ii. the liability of the Company shall not exceed €10,000 for any one Event and in any one Period of Insurance; and
- iii. the Company shall not be liable for Damage caused by theft not involving entry to or exit from the exhibition premises by forcible and violent means unless the exhibition site is protected by permanently sited security guards.

### **15. Fire Extinguishment Expenses**

The Company agrees to include:

- a. the cost of replacing or replenishing extinguishment materials necessarily and reasonably expended by the Insured, their Employees, or the Fire Brigade in attempts to extinguish or minimise Damage by fire;
- b. the cost of extinguishment expenses for which the Insured may be assessed in the event of Damage;
- c. Damage by the Fire Brigade to landscaping at the Premises as a result of the Fire Brigade's attempts to extinguish or minimise Damage by fire;

d. the costs incurred with the prior written consent of the Company in resetting or reconfiguring alarm or CCTV systems at the Premises following an Insured Event;  
during or following Damage by fire at the Premises, not exceeding the Inner Limit of Indemnity stated in The Schedule and Statement of Fact and only to the extent that such expenses are not otherwise recoverable.  
**The limit applicable under this Extension is €25,000 each and every claim.**

#### **16. Fly Tipping**

The Company shall pay the costs necessarily and reasonably incurred by the Insured for clearing and removing any property illegally deposited at the Premises, for an amount not exceeding €5,000 any one claim, and €10,000 in the aggregate during any one Period of Insurance.

#### **17. Glass**

The Company agrees to include breakage of sanitary fixtures and fittings, mirrors, signs, fixed plain, plate, or sheet glass, including wired or armoured glass, including the cost of boarding-up, temporary repairs, and removal of debris, and obstructions but excluding Damage:

- a. to glasshouse conservatories, or cold frames;
- b. not extending through the glass's entire thickness;
- c. to any glass flawed or broken at the commencement of this Policy;
- d. due to dilapidation of frames, or framework.

#### **18. Inadvertent Omissions**

The Insured having intended to insure all Property Insured within the Geographical Limits in which the Insured is interested and it being the Insured's belief that all such property is insured, if hereafter any such Property Insured shall be found to have been inadvertently omitted the Company will deem it to be insured within the terms of this Section subject to payment of an additional premium on all such property as from the commencement of the Period of Insurance or from the date of the Insured's interest in such property if erected or purchased after the commencement of the Period of Insurance

Provided that:

- a. the Limit of Liability under this Extension shall for the purpose of the Average Condition be added to the combined total of the sum of the Declared Value for Buildings and Contents and the Limit of Liability for all other Property Insured;
- b. the insurance under this Extension shall not apply to Property Insured situate outside the Territorial Limits;
- c. within 30 days of discovering an omission that same is reported in writing to the Company; and
- d. the Insured at twelve monthly intervals performs a review to check that effective insurance is in place.

#### **19. Internal Transfers**

The Company agrees to include any property transferred between the Premises described in any Item anywhere within the Geographical Limits including Transit by road, rail, air, and inland waterway, but excluding loading and unloading between the Premises, subject to the Inner Limit of Indemnity stated in the Schedule.

#### **20. Involuntary Betterment**

The costs described below in the event that Property Insured suffers Damage to the extent that it cannot be economically repaired and replacement property of like kind and quality is not obtainable:

- a. New Property that is as similar as possible to that suffering Damage and that is capable of performing the same function shall be deemed to be new Property of like kind and quality and in no event shall this be considered as a betterment to the Policyholder.
- b. The Company will also pay the cost of purchasing and installing technologically current equipment, which is necessitated by incompatibility between new equipment installed to replace equipment suffering Damage and undamaged existing equipment at the same or an independent location.

Provided that the Company shall:

- i. be liable only for the amount sufficient to enable the Insured to resume operations in substantially the same manner as before the Damage; and
- ii. be liable only for the difference between the highest sales value of the undamaged existing equipment at the same or interdependent location and the installed cost of the technologically current equipment.

**The limit applicable under this Extension is €50,000 for each and every claim.**

#### **21. Landscaping**

This insurance extends to include the reasonable cost of replanting trees, shrubs, plants and turf used as landscaping at the Premises in consequence of Damage caused by the Defined Perils of fire, lightning, explosion, aircraft or other aerial devices or articles falling there from, being the cost incurred in restoring any such item of landscaping to its appearance when first planted, but excluding any cost arising from the failure of these items to germinate or become established.

## **22. Leased or Rented Premises**

If during the Period of Insurance any Premises leased or rented by, or to, the Insured anywhere within the Geographical Limits sustains Damage, where separate insurances are placed elsewhere in respect of such Premises under lease agreements or otherwise, the Company will indemnify the Insured in respect of the difference between the amounts recoverable under such other insurance and the amounts which would be payable under this Policy.

Further this Policy extends to include any difference in conditions between such other insurances and those contained within this Policy.

## **23. Metered Charges**

The Company agrees to include the costs for which the Insured is responsible in respect of metered electricity, gas, oil or water charges following accidental discharge from a metered system as a result of Damage insured by this Section except those in respect of any loss which remains undiscovered with no remedial action taken within 30 days of occurrence of the Damage.

**The limit applicable under this Extension is €10,000 for each and every claim.**

## **24. Mortgagee**

The interest of a mortgagee in this insurance shall not be prejudiced by any act or neglect of the mortgagor or occupier of any Building hereby insured whereby the risk of Damage is increased without the authority or knowledge of the mortgagee, provided that the mortgagee, immediately on becoming aware thereof shall give notice to the Company and pay an additional premium if required.

## **25. Motor Vehicles**

Permission is given for motor vehicles in connection with the Insured's Business to be housed as required in any of the above-described Buildings. Motor vehicles and their Contents and accessories more specifically insured are excluded from the insurance by this Section except in respect of any amount over and above that recoverable under such specific insurance.

**Unless specifically mentioned in the Schedule, the liability of the Company in respect of vehicles licensed for road use and accessories thereon is limited to €32,000 or 10% of the aggregate Sum Insured on Contents and Stock whichever is the less.**

## **26. Non-invalidity**

If the risk of Damage is increased by any act or omission, or by any alteration, that occurs without the Insured's knowledge, such increase will not invalidate this insurance, provided that the Insured immediately on such act, omission or alteration coming to their knowledge, gives notice thereof to the Company and pays such extra premium as the Company may require.

## **27. Professional Fees**

The insurance by each item of the Policy Schedule for Buildings includes an amount in respect of architects', surveyors', engineers' and consultant's legal and other fees necessarily and specifically incurred in the Reinstatement of the Property Insured as a result of its Damage but not for preparing any claim and not exceeding the Sum Insured for such item or any lower Limit stated within the Schedule.

## **28. Re-Erection of Plant and Machinery**

The insurance on plant and/or machinery includes the cost of re-erecting, fitting and fixing same consequent upon Damage by any of the Defined Perils. The liability of the Company under this Extension and the Section in respect of any item shall in no case exceed the Sum Insured thereby.

## **29. Day One Basis Reinstatement (*Applicable only where specified in the Policy Schedule and Statement of Fact*)**

- A. Subject to the following Special Conditions, the basis upon which the amount payable in respect of Property Insured by the above items is to be calculated, shall be the Reinstatement of the property Damaged  
For this purpose, "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 Insured
    - 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 or more extensive than, its condition when new.

- B. The Insured, having stated in writing the Declared Value (shown in brackets below the Sum Insured) for each of the

said items, the premium has been calculated accordingly.

"Declared Value" means the Insured's assessment of the cost of Reinstatement of the Properly Insured, arrived at in accordance with Extension 29A above, at the level of costs applying at the inception 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:

- a) the cost of Reinstatement to comply with Public Authorities requirements
- b) Professional Fees
- c) Debris Removal Costs.

### **Special Conditions**

- a) At the inception of each Period of Insurance the Insured shall notify the Company of the Declared Value of the Property Insured by each of the said item(s). In the absence of such declaration, the last amount declared by the Insured shall be taken as the Declared Value for the ensuing Period of Insurance.
- b) If, at the time of Damage, the Declared Value of the Property covered by such item be less than the cost of Reinstatement (as defined in paragraph 29B above) at the inception of the Period of Insurance, then the Company's liability for the Damage shall not exceed that proportion thereof which the Declared Value bears to such cost of Reinstatement.
- c) The liability of the Company for the repair or restoration of property Damaged in part only shall not exceed the amount which would have been payable had such property been wholly destroyed.
- d) No payment beyond the amount which would have been payable in the absence of Extension 29 shall be made:
  - i) unless Reinstatement commences and proceeds without unreasonable delay;
  - ii) until the cost of Reinstatement shall have been actually incurred;
  - iii) if the Property Insured at the time of its loss, destruction or Damage shall be insured by any other insurance effected by, or on behalf of the Insured, which is not upon the same basis of Reinstatement.
- e) All the terms, Definitions, Exceptions, Extensions and Conditions of this Section shall apply:
  - i) in respect of any claim payable under the provisions of Extension 29, except in so far as they are varied hereby;
  - ii) where claims are payable as if Extension 29 had not been incorporated, except that the Sum(s) Insured shall be limited to 100% of the Declared Value(s).

### **30. Salvage**

The Insured shall have full right to the possession of all goods involved in any Damage and shall retain control and, exercising reasonable discretion, shall be the sole judge as to whether the goods involved in any Damage are fit for use. No goods so deemed by the Insured to be unfit for use shall be sold or otherwise disposed of except by the Insured or with the Insured's consent; however, the Insured shall allow the Company any salvage obtained on any sale or other disposition of such goods. In the event the Insured elects to stamp "salvage" on the merchandise or its containers or removes or obliterates the labels or brands they shall do so at their own expense.

### **31. Seasonal Increase**

During the month of December, the first 7 days of January and for a period of 3 days preceding and including Public Holidays, the Sums Insured in respect of Wines and Spirits, Tobacco, Cigars, Cigarettes, All Other Stock, Fixtures & Fittings, Trade Equipment and All Other Contents are increased by 10%.

### **32. Stock Basis of Settlement**

The basis upon which the amount payable in respect of Stock is to be calculated as follows:

- a. material in trade, supplies, and other merchandise not manufactured by the Insured shall be the replacement cost;
- b. Stock which forms part of work in progress shall be the value of raw materials and labour plus the appropriate proportion of overhead charges;
- c. finished Stock shall be the regular cash selling price less all discounts and charges to which such finished Stock would have been subject had no loss occurred.

### **33. Subrogation Waiver**

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

- a. any company standing in the relation of Parent to Subsidiary (or Subsidiary to Parent) to the Insured as defined in the Companies Act 1963 or Companies (N.I.) Order 1986, as appropriate, current at the time of the Damage;
- b. any company which is a Subsidiary of a Parent Company of which the Insured is itself a Subsidiary, in each case within the meaning of the Companies Act 1963 or Companies (N.I.) Order 1986, as appropriate, current at the time of Damage.

### **34. Subsidence**

Where this peril is not specifically excluded, the Company shall indemnify the Insured under Sections 1 and 2 against

any loss caused by or consisting of subsidence, ground heave or landslip. The cover afforded herein shall not extend to cover:

- a. yards, car parks, roads, pavements, walls, gates and fences unless a Building at the Premises insured hereby is also Damaged thereby;
- b. loss or Damage caused by or consisting of:
  - i. the normal settlement or bedding down of new structures;
  - ii. the settlement or movement of made-up ground;
  - iii. coastal or river erosion ;
  - iv. defective design or workmanship or the use of defective materials;
  - v. fire subterranean fire explosion earthquake or the escape of water from any tank apparatus or pipe;
- c. Damage which originated prior to the inception of this Policy;
- d. Loss or Damage caused by:
  - i. demolition construction structural alteration or repair of any property; or
  - ii. groundworks or excavation at the Premises.

**Notwithstanding anything contained herein to the contrary, the Excess applicable to the perils of subsidence, ground heave or landslip shall be €1,000 each and every claim.**

### **35. Temporary Removal**

The Property Insured under this Section, other than Stock, is covered whilst temporarily removed for cleaning, renovation, repair, or other similar purposes to another part of the Premises, or to any other Premises within the Geographical Limits including whilst in Transit.

**The amount recoverable in respect of each item shall not exceed 10% of the Sum Insured or €100,000 whichever is the less.**

This Extension does not apply to:

- a. motor vehicles and motor chassis licensed for normal road use; or
- b. property held by the Insured in trust, other than Machinery/Plant.

### **36. Temporary Removal (Documents)**

The Company agrees to cover deeds and other documents, including stamps thereon, manuscripts, plans, and writings of every description, books, written and printed, and computer systems records; for an amount not exceeding 10% of their value or €100,000 whichever is the less whilst temporarily removed to any Premises not in the Insured's occupation within the Geographical Limits and whilst in Transit.

### **37. Temporary Repairs and 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 Insured consequent upon Damage insured by this Section.

**The maximum we will pay under this Extension is €25,000 any one occurrence**

### **38. Theft Damage to Buildings**

The Company agrees to include Damage sustained to any Buildings leased or rented to the Insured and where the Damage has arisen as a result of theft, or attempted theft, involving entry to, or exit from, the Premises by violent and forcible means.

### **39. Trace and Access**

The Company agrees to include costs necessarily incurred in locating the source of any escape of:

- a. water from any fixed water services or heating installation;
- b. fuel oil used for domestic purpose only;

including subsequent making good of Damage caused as a consequence.

### **40. Undamaged Stock**

The Company agrees to include any loss incurred less the amount of any salvage monies obtained in the event of undamaged Stock being rendered unusable for any reason whatsoever resulting solely from Damage.

### **41. Workmen's Clause**

Workmen may be employed for the purpose of minor extensions, or alterations, installations, maintenance, and the like without prejudice to this Section



## Section 2 – Business Interruption

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### Insuring Clause

In the event that any Building or other property, used in connection with the Business, has suffered Damage during the Period of Insurance and as a result the Business carried on by the Insured is interrupted or interfered with, the Company will pay to the Insured in respect of each Item as stated in the Schedule and Statement of Fact the amount of loss resulting from such interruption or interference as calculated in accordance with the Basis of Cover Applicable to Section 2 in the Policy Schedule.

Provided that:

- a. at the time of the Damage there shall be in force an insurance policy covering the Premises against such Damage (whether with the Company or not), and liability shall have been admitted by the relevant insurer, including any amount below the Excess;
- b. the liability of the Company under this Section shall not exceed:
  - i. the aggregate Limit of Indemnity as stated in the Schedule;
  - ii. the relevant Limit of Indemnity remaining after deduction for any other interruption or interference occurring during the Period of Insurance, unless the Company shall have agreed to reinstate the Limit of Indemnity.

### Cover Options Available Under Section 2 (Business Interruption)

(NOTE: These covers apply ONLY if specified in the Policy Schedule)

#### 1. Gross Profit including Increase in Cost of Working – Declaration Linked Basis

Cover under this item is limited to loss of Gross Profit due to reduction in Turnover and increase in cost of working and the amount payable shall be calculated as follows:

- a. in respect of reduction in Turnover, the sum produced by applying the Rate of Gross Profit to the amount by which the Turnover during the Indemnity Period shall, as a result of the Incident, fall short of the Standard Turnover; Rate of Gross Profit and Standard Turnover shall be adjusted as may be necessary to provide for the trend of the Business and for variations in or other circumstances affecting the Business, either before or after the Incident, which would have affected the Business had the Incident not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the Incident would have been obtained during the relative period after the Incident;
- b. in respect of the increase in cost of working, the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in Turnover that, but for that expenditure, would have taken place during the Indemnity Period as a result of the Incident, but not exceeding the sum produced by applying the Rate of Gross Profit to the amount of the reduction thereby avoided, subject to the Uninsured Standing Charges Condition;

less any sums saved during the Indemnity Period in respect of the charges and expenses of the Business payable out of Gross Profit that are not incurred or are reduced as a result of the Incident.

The liability of the Company shall not exceed in respect of Gross Profit 133.33% of the Declared Value stated in the Schedule and Statement of Fact nor in the whole the sum of 133.33% of the Declared Value for Gross Profit and 100% of the Limit of Indemnity by other Items.

#### 2. Gross Revenue

Cover under this item is limited to (a) Loss of Gross Revenue and (b) Increase in Cost of Working, and the amount payable as indemnity shall be:

- a. in respect of Loss of Gross Revenue: the amount by which the Gross Revenue during the Indemnity Period shall in consequence of the Damage, fall short of the Standard Gross Revenue;
- b. in respect of Increase in Cost of Working: the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the Reduction in 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.

#### 3. Additional Increase in Cost of Working

Cover under this item is limited to such further additional expenditure beyond that recoverable under clause (b) of Item No 1 on Gross Profit as the Insured shall necessarily and reasonably incur during the Indemnity Period as a result of the Incident for the purpose of avoiding or diminishing the reduction in Turnover.

#### **4. Outstanding Debit Balances/Book Debts**

Cover under this item is limited to loss sustained by the Insured in respect of Outstanding Debit Balances due directly to the Incident and the amount payable in respect of any one occurrence shall not exceed:

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

Provided that if the Limit of Indemnity is less than the Outstanding Debit Balances the amount payable shall be proportionately reduced.

Further, it shall be a condition precedent to liability that:

- i. the Insured's books of account or other business books or records in which customers' accounts are shown shall be kept in a fireproof cabinet or the like; and
- ii. any accounting or other business records in which customer accounts are shown that are stored on Computer Equipment are 'backed up' weekly and stored off-site.

#### **5. Fines and damages**

Cover under this item is limited to Fines or damages for breach of contract and the amount payable shall be such sums as the Insured shall be legally liable to pay and shall pay in discharge of fines or damages incurred solely as a result of the Incident for non-completion or late completion of orders.

#### **6. Research Establishment Expenditure**

Cover under this item is limited to the loss sustained by the Insured as a result of the Incident in respect of the Research Establishment Expenditure and increase in cost of working and the amount payable:

- a. in respect of Research Establishment Expenditure for each working week in the Indemnity Period during which the activities of the Business as a result of the Incident are:
  - i. totally interrupted or totally given over to the reworking of projects affected – the Insured Amount Per Week;
  - ii. partially interrupted or partially given over to the re-working of projects – an equitable portion of the Insured Amount Per Week based on the time rendered ineffective by reason of the Incident.
- b. increase in cost of working reasonably and necessarily incurred as a result of the Incident in order to minimise the disruption, but the amount payable shall not exceed the additional amount that would have been payable under (a) above if no such increase had occurred;

less any sum saved during the Indemnity Period in respect of any of the Research Establishment Expenditure as a result of the Incident.

#### **7. Rent Receivable**

Cover under this item is limited to loss of Rent Receivable and additional expenditure, and the amount payable shall be:

- a. in respect of loss of Rent Receivable, the amount by which the Rent Receivable during the Indemnity Period shall as a result of the Incident fall short of the standard Rent Receivable;
- b. in respect of additional expenditure: the amount necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the loss of Rent Receivable which would have been due during the Indemnity Period as a result of the Incident but not exceeding the amount of the reduction thereby avoided;

less any amount saved during the Indemnity Period in respect of expenses and charges not incurred as a result of the Incident.

Provided that if the Limit of Indemnity is less than the annual Rent Receivable, or a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds twelve months, the amount payable shall be proportionately reduced.

#### **8. Loss following Damage to property and not otherwise excluded**

Loss resulting from interruption of or interference with the Business in consequence of Damage to property as specified on the Schedule and Statement of Fact and occurring within the Geographical Limits shall not exceed:

- a. the percentage of the total of the Limits of Indemnity or 133.33% of the Estimated Gross Profit; or
- b. the Inner Limit of Indemnity and Maximum Indemnity Period shown in the Schedule.

#### **Extensions Available Under Section 2 (Business Interruption)**

**(NOTE: These Extensions apply ONLY if specified in the Policy Schedule)**

#### **42. Public Utilities**

##### **A. Failure of Supply - land based Premises**

Direct physical accidental loss of destruction of or Damage to the land-based Premises of any public supply undertaking from which the Insured obtains electricity, gas water or telecommunications.

## **B. Failure of Supply – to terminal ends**

The accidental failure of:

- a. the supply of electricity at the terminal ends of the supplier's feeders at the Premises;
- b. the supply of gas at the supplier's meters at the Premises;
- c. the supply of water at the supplier's main stop cock serving the Premises;
- d. the supply of telecommunications services, other than satellite services, at the incoming line terminals or receivers at the Premises

**excluding any failure:**

- i. for a duration of four hours or less in respect of electricity, gas or water;
- ii. for a duration of twenty-four hours or less in respect of telecommunications;
- iii. caused by the deliberate act of any supplier by any such supplier utilising its power to withhold or restrict supply or services not for the purpose of safeguarding life or protecting the supplier's system;
- iv. caused by strikes or any labour or trade dispute;
- v. caused by drought;
- v. caused by atmospheric or weather conditions, but this shall not exclude failure due to Damage to equipment caused by such conditions.

**The limit applicable under 36A Failure of Supply - land based Premises is €250,000 each and every claim**

**The limit applicable under 36B Failure of Supply - to terminal ends is €100,000 each and every claim**

## **43. Prevention of Access**

Damage to property within 1 kilometre of the Premises which shall prevent or hinder the use of the Premises or access thereto, but excluding Damage to property of any supplier from which the Insured obtains electricity, gas, or water, or telecommunications services, which prevents or hinders the supply of such services to the Premises.

## **44. Prevention of Access Non-Damage**

For the purpose of this extension, the meaning of the word Incident shall extend to include any action of the police or statutory authority which shall prevent or hinder the use of the premises or access or exit thereto in consequence of;

- a. a gas leak;
- b. a bomb hoax; or
- c. the detonation of munitions of war or parts thereof;

within 500 metres of the premises.

**The Company's liability under this clause in respect of any one occurrence and in total in any one Period of Insurance shall not exceed €50,000 and cover under this extension will not apply for the first 24 hours after the notification of the incident.**

## **45. Loss of Attraction**

Damage to Buildings or other property in the immediate vicinity of the Premises which would have such an effect on the Business carried on at the Premises that:

- a. an agreement to lease the Premises or any part of the Premises in the course of negotiation or review is avoided or amended and the Rent Receivable is reduced; or
- b. the turnover of any lessees' Business is affected and Rent Receivable is reduced;

subject to the liability of the Company.

**The maximum amount payable under this extension shall not exceed 20% of the Sum Insured on Business Interruption, or €100,000, whichever is less, for all losses or series of losses arising directly from the same originating cause. For the purposes of this extension vicinity shall mean within 500 metres of the premises of the Insureds.**

## **46. Murder or Suicide**

Loss resulting from interruption of or interference with the Business in consequence of any occurrence of murder or suicide at the Premises.

**The Company's liability under this clause in respect of any one occurrence and in total in any one Period of Insurance shall not exceed €50,000**

## **47. Group Interdependency**

Property of any member, subsidiary, or associated company of the Insured shall be deemed to be loss resulting from Damage to Property Insured used by the Insured at the Premises to the extent to which that member, subsidiary, or associated company has been declared to, and accepted by, the Company.

**48. Specified Customers**

Property of the customer(s) listed in the Schedule.

**49. Specified Suppliers**

Property of the supplier(s) detailed in the Schedule.

**50. Property Stored**

The Property Insured whilst stored anywhere other than at the Premises occupied by the Insured.

**51. Professional Insured – Documents**

Documents belonging to, or held in trust by, the Insured, whilst temporarily at Premises not in the occupation of the Insured, or whilst in Transit.

**52. Contract Sites**

Premises not in the occupation of the Insured where the Insured is carrying out the contracts for the supply of goods or services.

**53. Loss of Licence (Hotel, Public House, or other such licenced Premises)**

If during any Period of Insurance renewal of the Licence for the sale and supply of alcohol shall be refused or the Licence shall be forfeited the Company will, subject to the Terms, Definitions, Exclusions and Conditions contained herein or endorsed hereon indemnify the Insured against loss sustained by the Insured in respect of:

- a. the depreciation in the value of the Interest in the Premises for which the Licence has been forfeited or renewal refused by reasons of such loss of the Licence and calculated by reference to prices current at the date of such forfeiture or non-renewal; or
- b. costs and expenses incurred by the Insured with the written consent of the Company for any appeal against such Loss of Licence

**The liability of the Company in respect of the Premises shall not exceed €150,000.**

**54. Additional Rental Charge**

The insurance provided by Section 2 extends to include the additional lease or hire charges arising out of the replacement of a lease or hire agreement in respect of property by a new agreement for similar equipment in consequence of an Incident, provided always that the liability of the Company under this extension shall not exceed €25,000.

**PROVISO 1 IN THE INSURING CLAUSE TO SECTION 2 SHALL NOT APPLY TO THE ABOVE EXTENSIONS NUMBERED 42 TO 54.**

**55. Accumulated Stocks Clause**

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

**56. Departmental Clause**

If the Business is conducted in departments, the independent trading results of which are ascertainable, the basis of settlement clauses for Gross Profit and Gross Revenue shall apply separately to each department affected by the Incident.

**57. Payment on Account**

Payments on account may be made to the Insured during the Indemnity Period, at the discretion of the Company, but in no case shall any payment exceed the Company's liability – the limits of which are outlined in the Schedule and Statement of Fact.

**58. Salvage Sale Clause**

If, following Damage giving rise to a claim under this Policy, the Insured shall hold a salvage sale during the Indemnity Period, item (a) under Gross Profit shall, for the purpose of such claim, read as follows:

- a. In respect of Reduction in Turnover: the sum produced by applying the Rate of Gross Profit to the amount by which the Turnover during the Indemnity Period (less the Turnover for the period of the salvage sale) shall, in consequence of the Damage, fall short of the Standard Turnover, from which such shall be deducted the Gross Profit actually earned during the period of the salvage sale.

#### **59. Subrogation Waiver**

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

- a. any company standing in the relation of Holding and/or Higher to Subsidiary (or Subsidiary to Holding and/or Higher) to the Insured as defined in the Companies Act 2014, as appropriate, current at the time of the Damage;
- b. any company which is a Subsidiary of a Holding and/or Higher Company of which the Insured is itself a Subsidiary, in each case within the meaning of the Companies Act 2014, as appropriate, current at the time of Damage.

## Section 3 – Money

### Insuring Clause

In the event of any Money belonging to the Insured or for which the Insured is responsible being lost, destroyed or Damaged within the Geographical Limits by any cause the Company will indemnify the Insured in respect of such loss as follows:

|                                                                                 |          |
|---------------------------------------------------------------------------------|----------|
| Money on the Premises during Business Hours, in Transit or in a bank night safe | €20,000  |
| On the Premises in a locked safe outside of Business Hours                      | €20,000  |
| On the Premises NOT in a locked safe outside of Business Hours                  | €500     |
| In the home of a Director or an Employee                                        | €500     |
| Non Negotiable Monies                                                           | €325,000 |

In addition the Company shall indemnify the Insured in respect of:

- a. any financial loss sustained by the Insured arising out of the fraudulent use of any credit, bankers, or account cards, or cheques, or cash issued to and used by the Insured, provided that:
  - i. the Insured shall comply with the provisions, conditions and other terms under which such cards shall have been issued, and
  - ii. the liability of the Company shall not exceed the relevant Limit of Indemnity stated in the Schedule;
- b. the cost of repair or replacement following loss, destruction or Damage to:
  - i. safes, strong rooms, or franking machines;
  - ii. bags cases or waistcoats used for the carriage of Money.

### It shall be a condition precedent of cover under Section 3 that:

- i. all protections and procedures for the safety of Money whilst in the Premises undertaken at the request of the Company are maintained and operated;
- ii. the keys for all protections, and any safes containing Money, are removed from the Premises out of Business Hours;
- iii. the approved cash limit of each safe on the Premises is sufficient for the level of Money covered by this Policy. In the event that the approved capacity of a safe falls below the Money limit as stated on the schedule, the limit afforded herein shall reduce to the approved limit on that safe;
- iv. Money carryings are accompanied by the undernoted number of able bodied adults and distributed equally during Transit and until disbursement:
  - a. up to €6,000 1 able bodied adult
  - b. between €6,001 to €13,999 2 able bodied adults
  - c. between €14,000 to €20,000 3 able bodied adults
  - d. Over €20,000 by a specialist security carrier as agreed with the Company
- v. the times of Transit, routes and conveyances used shall be varied as far as reasonably practicable.

### Extension Applicable to Section 3 (Money)

#### 60. Personal Accident Assault

In the event of Assault Injury to an Insured Person directly due to theft, or attempted theft, the Company will pay to the Insured Person compensation in accordance with benefits as follows:

|                                                                        |                                   |
|------------------------------------------------------------------------|-----------------------------------|
| 1. Death:                                                              | €12,700                           |
| 2. Total loss or permanent and total loss of use of one or more limbs: | €12,700                           |
| 3. Total and irrecoverable loss of all sight in one or both eyes:      | €12,700                           |
| 4. Permanent Total Disablement                                         | €12,700                           |
| 5. Temporary Total Disablement                                         | €100 per week for up to 104 weeks |
| 6. Trauma Counselling                                                  | €2,500                            |
| 7. Damage to clothing and personal effects:                            | €750                              |

It is a condition precedent to liability that:

- a.
  - i. compensation shall not be payable under more than one of the benefits 1, 2, 3 & 4 in connection with the same accident;
  - ii. permanent Total disablement shall have lasted 104 weeks before Benefit 4 becomes payable;
  - iii. no sum payable under this Section shall carry interest;
  - iv. no benefit shall be payable due solely to inability to take part in sports or pastimes.
- b. any certificates, information, and evidence required by the Company shall be furnished free of expense in the form described by the Company. The Insured Person shall as often as required submit to medical examination on behalf of, and at the expense of, the Company in connection with any claim.

## Section 4 – Computer Equipment ‘All Risks’

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### Insuring Clause

This Section shall cover, in accordance with the Indemnity Agreement, Damage to any of the Property Insured for which a Limit of Indemnity or Inner Limit of Indemnity is stated in the Schedule. The Company will pay to the Insured the values of such property at the time of the Damage or the amount of the Damage or at the Company's option reinstate or replace such Property Insured or any part thereof.

Provided that the liability of the Company during any Period of Insurance shall in no case exceed, in respect of each Item, either the Sum Insured in the Schedule and Statement of Fact or the Total Sum Insured as stated in the Schedule.

### Extensions Applicable to Section 4 (Computer Equipment)

The cover provided by this Section shall extend to include the following subject to the liability of the Company not exceeding, in respect of each insured extension, the limit stated within the Schedule and Statement of Fact in respect of any one claim or claims arising from an Event

#### 61. Accidental Discharge of Gas Flooding Systems

Where such gas flooding systems conform to the requirements of health and safety legislation, the Company will pay for the cost of refilling the cylinder(s) of any gas flooding systems installed solely for the protection of the Property Insured arising out of the accidental discharge of such.

**The maximum we will pay under this Extension is €25,000 any one occurrence.**

#### 62. Additional Property

The Company agrees to include any newly acquired Computer Equipment insofar as it is not otherwise insured anywhere in the Geographical Limits provided that:

- a. the liability of the Company in respect of Property Insured at any one location shall not exceed the Inner Limit of Indemnity shown in the Schedule;
- b. the Insured undertake to give to the Company full particulars of any Computer Equipment subject to cover under this Extension within 30 days of cover attaching, and to effect specific insurance thereon retrospective to the date of the commencement of the Insured's liability;
- c. following advice of any additional insurance the provisions of this Extension are fully reinstated.

**The maximum we will pay under this Extension is €25,000 any one occurrence.**

#### 63. Additional Rental

In the event of Damage insured by this Section to Property Insured requiring replacement of a lease/hire agreement by a new contract for similar property, the Company undertakes to pay any additional rental charges reasonably incurred.

**The maximum we will pay under this Extension is €25,000 any one occurrence.**

#### 64. Automatic Reinstatement

The amounts stated in this Section as Limits of Indemnity will be automatically reinstated from the date of occurrence of any claim, at additional premium to be agreed between the Company and the Insured.

**The maximum we will pay under this Extension is €25,000 any one occurrence.**

#### 65. Breakdown or Derangement

The cover provided by this Section shall extend to include Damage to any item of Computer Equipment resulting from the actual breaking, failing, distortion or electrical burnout of any part whilst in ordinary everyday use arising from defects in the Computer Equipment causing sudden stoppage of its function and requiring its repair or replacement before it can continue to perform its function.

**The limit applicable under this Extension is €25,000 each and every claim, except where at the time of breakdown, the equipment is the subject of a maintenance, rental, hire or lease agreement which must provide a minimum service of on-call remedial and/or corrective maintenance, including free parts and labour at inclusive cost, in which case cover applies up to the limit specified in the Schedule and Statement of Fact.**

#### 66. Consulting Engineers' Fees / Repair Investigation Costs

The Company will pay said fees/costs incurred with the consent of the Company in conducting investigations and/or tests into possible repair, Reinstatement (whether or not successful) or replacement, consequent upon Damage insured by this Section, but not for preparing any claim. The Company's liability for such Damage and fees/costs shall not exceed, in the aggregate, the Limit of Indemnity in respect of the appropriate Item.

**The maximum we will pay under this Extension is €25,000 any one occurrence.**

#### **67. Debris Removal Costs**

The Company will pay for costs and expenses necessarily incurred by the Insured with the consent of the Company in:

- a. debris removal;
- b. dismantling and demolishing; or
- c. shoring up or propping following Damage insured by this Section.

The Company shall not pay for any costs or expenses:

- i. incurred in removing debris, except from the site of such property Damaged and the area immediately adjacent to such site; or
- ii. arising from pollution or contamination of property not insured by this Section.

**The maximum we will pay under this Extension is €25,000 any one occurrence.**

#### **68. Incompatibility of Computer Records**

The Company will pay for :

- a. costs of modification of Computer Equipment; or
- b. costs of replacement of Computer Equipment together with Reinstatement of Programs and/or Data thereon (whichever is less) to achieve compatibility in the event that loss or destruction of Computer Equipment insured by this Section has resulted in undamaged Computer Equipment being incompatible with the replacement Computer Equipment.

**The maximum we will pay under this Extension is €25,000 any one occurrence.**

#### **69. Increase in Cost of Working**

If the computer operations of the Business are interrupted or interfered with due to the occurrence during the Period of Insurance of an Insured Incident, the Company will pay as Increase in Cost of Working, the additional expenditure necessarily and reasonably incurred by the Insured during the Indemnity Period in consequence of such interruption or interference.

**The maximum we will pay under this Extension is €50,000 any one occurrence.**

#### **70. Measures Taken in Avoidance of Impending Loss or Damage**

The Company will, subject to the Limit of Indemnity in respect of Item 1 – Fixed Computer Equipment, pay costs incurred by the Insured in taking reasonable, but exceptional, measures to avoid or mitigate impending Damage insured by this Section provided that

- a. the impending Damage does not stem from any reasonably foreseeable cause and that Damage would be the natural outcome to be expected in the absence of such measure;
- b. the Company is satisfied that Damage has been avoided or reduced in consequence of the measures taken; and
- c. the terms, exceptions and conditions of this section shall apply as if Damage had occurred.

**The maximum we will pay under this Extension is €25,000 any one occurrence.**

#### **71. Professional Accountants' Charges**

Where a limit applies on the Schedule and Statement of Fact under the Increase in Cost of Working item of Section 4, the Company will pay to the Insured the reasonable charges payable by the Insured to their professional accountants for producing particulars of any claim.

**The maximum we will pay under this Extension is €25,000 any one occurrence.**

#### **72. Reinstatement of Data**

In the event of accidental loss, distortion, corruption or erasure of Data recorded on Media, including cloud Data insured by this Section, the Company will pay the costs necessarily and reasonably incurred by the Insured in the Reinstatement of Data, but excluding the value to the Insured of the Data.

**The maximum we will pay under this Extension is €25,000 any one occurrence.**

#### **73. Reinstatement of Programs**

In the event of accidental loss, distortion, corruption or erasure of Programs recorded on Media insured by this Section, the Company will pay the costs necessarily and reasonably incurred by the Insured in the Reinstatement of Programs, but not for any Reinstatement of Data or the value to the Insured of the Data contained therein.

**The maximum we will pay under this Extension is €25,000 any one occurrence.**

#### **74. Waiver of Subrogation against Authorised Users**

The Company shall waive any rights of subrogation against any user of the Property Insured provided that:

- a. such user has the authority of the Insured to use the Property Insured; and
- b. that such user shall, as if he were the Insured, observe, fulfil and be subject to the terms, exceptions and conditions of this Section.



## Section 5 – Deterioration of Stock

### Scope of Cover

The Company will indemnify the Insured for Damage to Frozen Foods the property of the Insured or held by them in trust or on commission for which they are responsible whilst contained in any Appliance caused by:

- a. a rise or fall in temperature as a result of:
  - i. the breaking, distortion or burning out of any part of the Appliance (including its own wiring terminating at and including the plug and fuse) arising from mechanical or electrical defects in the Appliance occurring whilst the Appliance is being used under normal working conditions,
  - ii. non-operation of the thermostatic or automatic controlling devices forming part of the Appliance, or
  - iii. accidental failure of the public supply of electricity not occasioned by the deliberate act of any supply authority; or
- b. accidental leakage of refrigeration or refrigerant fumes from the Appliance.

| Circumstances                              | Limit of Indemnity                                                                                                   |
|--------------------------------------------|----------------------------------------------------------------------------------------------------------------------|
| Frozen Food Contained within the Appliance | €4,000 per Appliance*<br><i>*or Sum Insured as specified in the Policy Schedule and Statement of Fact, if higher</i> |

### Definitions

**Appliance** shall mean any frozen food cabinet, deep freezer, cold room or cold store which is in good condition and which is within the Premises specified in the Schedule.

**Frozen Food** shall mean Frozen, refrigerated or chilled foods.

### Exclusions & Limitations applicable to this Section

#### This Section does not cover:

1. Damage resulting from wear and tear, deterioration gradually developing flaws or defects in the Appliance;
2. Damage resulting from the incorrect setting of thermostats or automatic controls;
3. any failure of electric current which does not involve total cessation for at least 2 consecutive hours;
4. any consequential loss incurred by the Insured; or
5. Damage caused to Frozen Foods contained in any Appliance which is not inspected at least once a year under contract by a competent service engineer.

### Clauses Applicable to this Section

#### Limit of Liability

The maximum amount which the Company will pay for claims under this Section and arising from one Event or series of Events will be the Sum Insured for Frozen Foods.

#### Automatic Reinstatement

The Sum Insured will be automatically reinstated following notification of a claim by the Insured, subject to the following provisions:

- the Company may decline to reinstate the Sum Insured following the giving of written notice to the Insured;
- the maximum amount of Reinstatement in any one Period of Insurance shall be the Sum Insured in respect of the Frozen Foods;
- the Insured shall pay to the Company the appropriate pro rata additional premium; and
- the Insured shall comply with all requests by the Company for enhanced protection for the Frozen Foods.

## Section 6 – Goods in Transit

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### Insuring Clause

The Company agrees (subject to the terms, Conditions, Extensions, Exclusions and Endorsements contained in the Policy) that in the event of accidental loss or destruction of or Damage to:

- a. the Property Insured whilst in Transit;
- b. any tarpaulin, sheets, ropes, securing chains, dunnage or packing materials owned by the Insured for which the Insured is responsible whilst being carried on any vehicle operated by the Insured; or
- c. Personal Effects where such loss or destruction of or Damage is caused by a road traffic accident;

during the Period of Insurance, the Company will pay the Insured the value of the Property Insured at the time of its loss or destruction or the amount of the Damage up to:

- i. **€5,000 any one conveyance or**
- ii. **The Sum Insured/Limit as specified in the Policy Schedule and Statement of Fact, if higher**



## Section 7 – Employers' Liability

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**THIS SECTION APPLIES ONLY WHERE SHOWN AS INSURED IN THE POLICY SCHEDULE**

### **Insuring Clause**

This section shall provide indemnity in accordance with the Indemnity Agreement and the Business as stated in the Policy Schedule, for sums which the Insured becomes legally liable to pay in respect of Bodily Injury to any Employee arising out of and in the course of their employment or engagement by the Insured, and caused during the Period of Insurance within the Territorial Limits.

### **Territorial Limits**

For the purpose of Section 7 Territorial Limits shall mean:

- a) in the Republic of Ireland, or
- b) whilst temporarily outside the Republic of Ireland provided that the **Employee** is ordinarily resident in the Republic of Ireland.

### **Law Costs**

The Company will, subject to the Excess, also pay Law Costs where the limit of indemnity shall be inclusive of all payments



## Section 8 – Public Liability

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**THIS SECTION APPLIES ONLY WHERE SHOWN AS INSURED IN THE POLICY SCHEDULE**

### **Insuring Clause**

This section shall provide indemnity in accordance with the Indemnity Agreement and the Business as stated in the Policy Schedule, for damages which the Insured becomes legally liable to pay as a result of:

- a. accidental Bodily Injury to any person;
- b. accidental loss of, or damage to, Property;
- c. accidental obstruction, loss of amenities, trespass, nuisance, or interference with any right of way, light, air, or water; or
- d. wrongful arrest, detention, imprisonment or eviction of any person or invasion of the right of privacy; occurring anywhere within the Territorial Limits during the Period of Insurance.

### **Territorial Limits**

For the purpose of section 8 Territorial Limits shall mean:

- a. the Republic of Ireland, Great Britain, Northern Ireland, the Channel Islands, the Isle of Man and the European Union;
- b. elsewhere in the world, excluding any country or territory which operates under the laws of the United States of America and/or Canada and/or their respective possessions or protectorates, in respect of temporary visits in connection with the Business by directors and/or Employees ordinarily resident in any of the countries specified in (a) above; or
- c. any country or territory which operates under the laws of the United States of America and/or Canada and/or their respective possessions or protectorates, in respect of temporary visits of a non-manual nature in connection with the Business by directors and/or Employees ordinarily resident in any of the countries specified in (a) above.

### **Law Costs**

The Company will, subject to the Excess, also pay Law Costs in addition to the limit of indemnity, excepting always claims brought in the United States of America and/or Canada and/or their possessions or protectorates in which case the Limit of Indemnity shall be inclusive of such costs and expenses.



## Section 9 – Products Liability

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**THIS SECTION APPLIES ONLY WHERE SHOWN AS INSURED IN THE POLICY SCHEDULE**

### **Insuring Clause**

This section shall provide indemnity in accordance with the Indemnity Agreement and the Business as stated in the Policy Schedule, for damages which the Insured becomes legally liable to pay as a result of:

- a. accidental Bodily Injury to any person; or
- b. accidental loss of, or damage to, Property;

occurring anywhere within the Territorial Limits caused by any Product of the Insured during the Period of Insurance.

### **Territorial Limits**

For the purpose of Section 9 Territorial Limits shall mean anywhere in the World excluding any country or territory which operates under the laws of the United States of America and/or Canada and/or their respective possessions or protectorates but only in connection with the Business carried on by the Insured in the Republic of Ireland, Great Britain, Northern Ireland, the Channel Islands, the Isle of Man and/or the European Union.

### **Law Costs**

The Company will, subject to the Excess, also pay Law Costs in addition to the limit of indemnity, excepting always claims brought in the United States of America and/or Canada and/or their possessions or protectorates in which case the Limit of Indemnity shall be inclusive of such costs and expenses.

## Extensions Applicable to Sections 7-9 (Liability)

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### 75. Consumer Protection Act 2007-2014 (PL) (Pr.)

The Company hereby agrees to indemnify the Insured under sections 2 and 3 of this Policy against:

- a. costs and expenses incurred with the written consent of the Company;
  - b. costs and expenses awarded against the Insured;
- in connection with a prosecution including (where Counsel advises such an appeal would have reasonable prospects of success) any appeal against a conviction resulting from a prosecution as a result of an alleged offence under the Consumer Protection Act 2007-2014, where the alleged offence occurs during the Period of Insurance, and where the circumstances of the alleged offence may be the subject of indemnity under section 2

Provided always that the Company shall not be liable:

- i. for any fines or penalties imposed on the Insured
- ii. for the Excess
- iii. where the prosecution results from a deliberate management decision, act, or omission

### 76. Contingent Non-Owned Motor Vehicle (PL)

The Company shall indemnify the Insured under Section 8 in respect of liability for Bodily Injury, or loss of, or damage to, third party Property, arising out of the use of any mechanically propelled vehicle or trailer, used in connection with the Business, which is not the property of or provided by the Insured or any subsidiary companies.

Provided always that the Company shall not be liable for:

- a. loss of, or damage to, any such mechanically propelled vehicle, attached trailer, or to Property contained therein or thereon; or
- b. Bodily Injury, loss of, or damage to, Property resulting while such vehicle is being:
  - i. driven by the Insured;
  - ii. driven with the consent of the Insured, or of its representative, by any person who, to the knowledge of the Insured or of 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;
  - iii. used in circumstances in which it is compulsory for the Insured to insure or provide security as a requirement of any road traffic legislation; or
  - iv. used outside the Republic of Ireland, Northern Ireland Great Britain, the Channel Islands, the Isle of Man or the European Union.

### 77. Contractual Liability Extension (PL) (Pr.)

The Indemnity provided by sections 8 and 9 is extended to include liability which is assumed by the Insured under a contract or agreement provided that the sole conduct and control of claims is vested in the Company.

The Indemnity granted under this Extension will not include liability which:

- a. arises under any penalty clause or in respect of fines or liquidated damages;
  - b. arises out of the sole negligence of third parties;
  - c. attaches by virtue of any waiver of subrogation rights against third parties; or
  - d. arises by reason of Bodily Injury to any employee of third parties;
- unless such liability would have attached to the Insured in the absence of the said contract or agreement.

### 78. Court Attendance (EL) (PL) (Pr.)

The Company hereby agrees that, in the event of any of the under-mentioned persons attending Court as a witness, at the request of the Company and in connection with a claim in respect of which the Insured is entitled to indemnity under this Policy, the Company will provide compensation at the following rates for each day on which attendance is required:

- a. any director or partner of the Insured €750 per day;
- b. any Employee €300 per day.

### 79. Cross Liabilities (EL) (PL) (Pr.)

If the Insured described in the Policy Schedule comprises more than one insured party each operating as a separate

and distinct entity then cover hereunder shall apply in the same manner and to the same extent as if individual policies had been issued to each such insured party provided that the total liability of the Company to all the insured parties collectively shall not exceed the sums insured and limits of indemnity including any inner limits set by memorandum or endorsement stated in the Policy

#### **80. Damage to Leased or Rented Premises** (PL)

The indemnity provided under Section 8 shall extend to include liability for accidental loss of, or damage to premises (including fixtures or fittings) leased or hired by, or rented to the Insured under a contract or agreement, but this Extension shall not apply to liability:

- a. assumed by the Insured under such contract or agreement, which would not have attached in the absence of such contract or agreement, unless agreed to in writing by the Company;
- b. for fire or any other peril against which such contract or agreement requires that insurance is effected; or
- c. arising out of breach of any term or condition, under any other applicable insurance Policy.

#### **81. Data Protection Acts 1988 and 2018** (PL) (Pr.)

Within the relevant limit of indemnity the Company will indemnify the Insured under Sections 8 and 9 of this Policy in respect of liability for claims arising under the Data Protection Act 1998, or any subsequent legislation amending, revising, or replacing such act, in respect of:

- a) compensation payable for damage or distress under section 13 of Part II of the Act including claimant's costs and expenses;
- b) defence costs in relation to any prosecution or investigation brought under section 21 of Part III of the Act in relation to a claim made by an **Employee**.

Provided that:

(i) the **Insured** has registered under the Act or commenced the process of registration and the **Insured's** application has not been refused or withdrawn.

(ii) **The Company** shall not be liable in respect of:

- I. the payment of fines or penalties;
- II. the **Self-Insured** Retention stated in the Schedule,
- III. the cost of replacing, reinstating, rectifying, or erasing, any data;
- IV. liability arising as a result of the provision by the **Insured** of the services of a computer bureau;
- V. liability arising from the recording or provision of data for reward or for determining the financial status of any person.
- VI. Any liability or cost or expense excluded by the Cyber and Data Total Exclusion in this Policy.

#### **82. Food Standards Act 1974 and Food Safety Authority of Ireland Act 1988** (PL) (Pr.)

The Company hereby agrees to indemnify the Insured under Sections 8 and 9 of this Policy against:

- a. costs and expenses incurred with the written consent of the Company; or
- b. costs and expenses awarded against the Insured;

in connection with a prosecution including (where Counsel advises such an appeal would have reasonable prospects of success) any appeal against a conviction resulting from a prosecution as a result of an alleged offence under the Acts, where the alleged offence occurs during the Period of Insurance, and where the circumstances of the alleged offence may be the subject of indemnity under Sections 8 or 9.

Provided always that the Company shall not be liable:

- i. for any fines or penalties imposed on the Insured;
- ii. for the Excess;
- iii. where the prosecution results from a deliberate management decision, act, or omission

### 83. Indemnity to Principal EL PL Pr.

In the event of any claim, in respect of which the Insured would be entitled to receive indemnity under this policy, being brought or made against any public or local authority or other principal, the Company will, at the request of the Insured, indemnify the public or local authority or other principal against such claim and/or any costs, charges and expenses in respect of that claim

Provided that:

- a. liability arises solely out of the performance or non-performance of a contract or agreement by the Insured;
- b. the conduct and control of claims is vested in the Company; and
- c. the public or local authority or other principal shall observe, fulfil and be subject to the terms, Conditions, endorsements and Exceptions of this Policy in so far as they can apply, as though they were the Insured.

The indemnity provided to any public or local authority or other principal under this extension shall not increase the liability of the Company to pay any amount in respect of any one Event or in the aggregate during any one Period of Insurance beyond the amount stated as the section limit of indemnity stated in the Policy Schedule.

### 84. Safety, Health and Welfare at Work Act 2005-2014 – Prosecution Defence Costs EL PL Pr.

The Company shall indemnify the Insured, subject to the limit of indemnity as stated in the Schedule, in respect of legal costs and other expenses reasonably incurred with the Company's written consent in the defence of any proceedings brought or in an appeal pursuant to any breach of the provisions of the Safety Health and Welfare at Work Acts 2005-2014 and/or the regulations made pursuant to Section 58 of those Acts (which for the avoidance of doubt does not include offences created by section 29 of the Chemicals Act 2008-2010) during the Period of Insurance in the course of the Insured's Business provided that:

- a. in relation to any appeal, legal counsel has advised that there are strong prospects of such appeal succeeding; and
- b. the indemnity will not apply to:
  - i. proceedings consequent upon any deliberate act or omission,
  - ii. fines or penalties of any kind,
  - iii. orders for costs and/or expenses made against the Insured pursuant to section 78(4) of the Safety Health and Welfare at Work Acts 2005-2014, or
  - iv. any circumstances where indemnity is provided by any other insurance.

### 85. Unsatisfied Court Judgments EL

If Section 7 is operative, and subject to the limit of indemnity, then in the event that a judgement for damages against a third party is, in the first instance:

- a. obtained from, or under the jurisdiction of, a court in the Republic of Ireland, Great Britain, Northern Ireland, the Channel Islands, the Isle of Man or the European Union;
- b. obtained by an Employee, or the personal representative(s) of an Employee;
- c. is in respect of Bodily Injury, caused during the Period of Insurance and in the course of the Employee's employment or engagement by the Insured; and
- d. remains unsatisfied in whole or in part six months after the date of such judgement;

then, at the request of the Insured, the Company will pay to the Employee, or the personal representative(s) of the Employee, the amount of any damages or awarded costs to the extent that they remain unsatisfied, provided that:

- i. there is no appeal outstanding; and
- ii. the Company shall be entitled to take over, and prosecute for its own benefit, any claim against any other person, and the Insured, the Employee, or the personal representative(s) of the Employee, shall give all information and assistance required by the Company.



# Exceptions

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## Exceptions Applicable to Property Sections 1 – 6

### 1. Building Collapse

The Company shall not indemnify the Insured under Sections 1 and 2 against any loss caused by, or consisting of:

- a. Damage to Buildings or a structure caused by its own collapse or cracking; or
- b. Business Interruption resulting from Damage to Buildings or a structure caused by its own collapse or cracking; unless resulting from a Defined Peril insofar as it is not otherwise excluded.

### 2. Cessation of Work

The Company shall not indemnify the Insured under Sections 1 and 2 against any loss caused directly by or consisting of or resulting from cessation of work.

### 3. Chemical, Biological or Nuclear Risks

The Company shall not indemnify the Insured against any loss arising directly or indirectly caused by, or contributed to, by, or arising from:

- a. i. the radioactive, toxic, explosive, or other hazardous, properties of any explosive nuclear assembly or nuclear component thereof;
- ii. ionising radiation or contamination by radioactivity or from the combustion of any radioactive material;
- iii. chemical, biological, or radiological irritants, contaminants, or pollutants; or
- b. loss of any property at or Damage to any Nuclear Installation or Nuclear Reactor.

### 4. Consequential Loss

The Company shall not indemnify the Insured, except under Section 2, against consequential loss or Damage of any kind or description other than:

- a. Rent Payable when such loss is expressly covered under Section 1;
- b. that provided for specifically under Section 4 and such cover provided under Section 5 shall not include any consequential loss which is also insured under Section 2 - Business Interruption.

### 5. Corrosion

The Company shall not indemnify the Insured against any loss caused directly by or consisting of:

- a. corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin, or insects; or
- b. change in temperature, colour, flavour, texture, or finish;

but this shall not exclude;

- i. loss which results from a Defined Peril or from any other accidental Damage not being an Excepted Cause; or
- ii. subsequent loss resulting from a cause not otherwise excluded.

### 6. Data

The Company shall not indemnify the Insured:

- a. under Sections 1 to 6 against any loss directly or indirectly caused by or consisting of unexplained disappearance of information, unexplained or inventory shortage, misfiling or misplacing of information, insufficient labelling or incorrect addressing;
- b. additionally, under Section 2 – Business Interruption against any loss directly or indirectly caused by or consisting of:
  - i. erasure, loss, distortion, or corruption, of information on computer systems or other records, Programs, or software, caused deliberately by rioters, strikers, locked out workers, persons taking part in labour disturbances, or civil commotions;
  - ii. other erasure, loss, distortion, or corruption, of information on computer systems or other records, Programs, or software, unless resulting from a Defined Peril in so far as it not otherwise excluded.

### 7. Date Recognition

The Company shall not indemnify the Insured under Sections 1 to 6 against Damage to Computer Equipment and/or accidental loss distortion corruption or erasure of Programs and/or Data and/or any interruption to or interference with the Business as insured under the Sum Insured applicable under the Increase in Cost of Working item on the Schedule, caused directly or indirectly by or consisting of, or other additional expenditure arising directly or indirectly from; the failure of any computer or other equipment or system for processing, storing or retrieving Data, whether the property of the Insured or not:

- a. to recognise any date as its true calendar date;
- b. to capture save retain and/or correctly to manipulate interpret or process any Data or information or command or instruction as a result of treating any date otherwise than its true calendar date;
- c. to capture save retain or correctly to 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 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 Insured and that the Insured has undertaken all reasonable efforts to prevent such failure and to mitigate the consequences of any such failure.

## **8. Digital or Cyber Risks**

The Company shall not indemnify the Insured under Sections 1 to 6 against any loss directly or indirectly caused by or contributed to, or arising from, or occasioned by, or resulting from, Damage to any computer or other equipment, component, system, or item which processes, stores, transmits, or receives Data or any part thereof whether tangible or intangible, including but without limitation any information or Programs or software, and whether the property of the Insured or not, where such Damage is directly or indirectly caused by Virus or Similar Mechanism, Hacking or Denial of Service Attack.

## **9. Erasure of Programs and Data**

The Company shall not indemnify the Insured under Sections 1 to 6 against loss distortion corruption or erasure of Programs and/or Data recorded on Media unless such accidental loss distortion corruption or erasure of Programs and/or Data itself results from other Damage to Property Insured and is not otherwise excluded.

## **10. Excepted Property**

The Company shall not indemnify the Insured under Sections 1 and 2 against any loss in respect of:

- a. glass other than fixed glass, china, earthenware, marble, or other fragile or brittle objects;
- b. jewellery, precious stones, precious metals, bullion, furs, curiosities, works of art, or rare books;
- c. Money;

other than loss caused by a Defined Peril and not otherwise excluded.

## **11. Fraud**

The Company shall not indemnify the Insured under Sections 1 and 2 against any loss caused directly by or consisting of acts of fraud or dishonesty on the part of the Insured or any partner, director or Employee of the Insured, members of their families or any other person to whom Property Insured has been entrusted but this shall not exclude such loss not otherwise excluded which itself results from a Defined Peril.

## **12. Goods in Transit**

Section 6 does not cover:

- a. accounts, deeds, evidence of debt, currency, Money, bullion, notes;
- b. jewellery, watches, gold and silverware, furs, or articles trimmed with fur;
- c. animals, birds, or plants of any description;
- d. loss of profit, loss of use or loss of market;
- e. loss, destruction or Damage caused by or consisting of:
  - i. improper packing or labelling, rough handling, or unexplained shortage, or
  - ii. insect, vermin, or inherent vice;
- f. loss, destruction or Damage caused by or consisting of wear and tear, faulty or defective workmanship, inherent vice, latent defect, frost, leakage, evaporation, shrinkage, dampness, dryness, breakage, change in temperature, colour, flavour, texture, or finish, mould, rust, wet, or dry rot, souring, bending, denting, chipping, marring, scratching. Provided that this Exception shall not apply to loss, destruction, or Damage not otherwise excluded that results from a Defined Peril, or from collision, derailment, overturning, stranding, burning, or sinking of a ferry or watercraft;
- g. export shipments which have been laden onboard a vessel or conveyance or have come under the protection of marine insurance whichever first occurs;
- h. import shipments until fully discharged from import conveyance or until marine insurance has ceased to cover whichever last occurs.
- i. loss or Damage caused by or arising from open topped, soft topped, open sided or curtain sided vehicles or trailers as a result of:
  - i. storm, tempest or flood,
  - ii. theft or attempted theft unless the vehicle is stolen at the same time, or

- iii. malicious persons unless the vehicles and trailers are individually attended.

### **13. Heat**

The Company shall not indemnify the Insured under Sections 1 and 2 against any loss caused by fire resulting from the Property Insured undergoing any heating process involving the application of heat, other than by fire or explosion, resulting from the Property Insured undergoing any process of production, packing, treatment, testing, commissioning, servicing, or repair.

### **14. Leaks, Breakdown and Utilities**

The Company shall not indemnify the Insured under Sections 1 and 2 against any loss caused directly by or consisting of:

- a. joint leakage, failure of welds, cracking, fracturing, collapse, or overheating of boilers, economisers, superheated pressure vessels, or any range of steam and feed piping in connection therewith;
- b. mechanical or electrical breakdown or derangement in respect of the particular machine, apparatus, or equipment in which such breakdown or derangement originates;
- c. the deliberate act of a supply undertaking in withholding the supply of water, gas, electricity, fuel, or telecommunications services;

but this shall not exclude:

- i. loss which results from a Defined Peril, or from any other accidental Damage not being an Excepted Cause; or
- ii. subsequent loss resulting from a cause not otherwise excluded.

### **15. Loss of Licence Limitation**

In respect of Extension 53 under Section 2 of this Policy, the Company shall not be liable in respect of loss arising from –

- 1. such refusal to renew a Licence as entitles the Insured to claim compensation under any Statute
- 2. a. actual or proposed compulsory acquisition of any of the Premises
- b. any scheme of town or county planning improvement or redevelopment
- c. redistribution reduction in number or extinguishment of Licence as a result of war Damage whether such loss be direct or indirect.
- 3. alteration after the date of this Policy of the law governing the grant surrender renewal suspension or forfeiture of Licences
- 4. failure
- a. other than for good cause to keep open any Premises during the permitted hour
- b. to comply with any direction or requirement of the licensing justice or other authority
- c. to maintain any Premises in good sanitary and general repair.
- 5. refusal to renew or forfeiture of Licence occasioned wholly or in part by any act or omission of the Insured or by the Insured's failure to take all reasonable action to maintain the Licence in force.
- 6. a. any notice caution or complaint was given or made against any Premises or the tenant manager occupier or Licence holder or that such person was summoned or charged with or convicted of or committed for trial for any offence whatsoever
- b. an application for renewal was opposed or that its consideration was adjourned or referred to the compensation authority or the Licence holder was required to give any undertaking or structural alterations were required.

### **16. Maintenance Agreement**

The Company shall not indemnify the Insured under Section 4 against Damage recoverable under any guarantee or maintenance rental hire or lease agreement.

### **17. Marine**

The Company shall not indemnify the Insured

- a. under Sections 1 to 6 against any loss in respect of Property Insured that 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;

### **18. Molten materials**

The Company shall not indemnify the Insured under Sections 1 and 2 against any loss caused by or consisting of the solidification of the Contents of molten material holding units, molten material, transmission lines and/or appurtenances, unless it results from a Defined Peril and is not otherwise excluded.

## **19. Money**

The Company shall not indemnify the Insured under Section 3 against:

- a. loss, destruction, or Damage:
  - i. arising from dishonesty on the part of any director, partner, or Employee of the Insured not discovered within fourteen days of the occurrence;
  - ii. occasioned by errors or omissions;
  - iii. recoverable from a specialist security carrier
  - iv. from an unattended vehicle operated or under the control of the Insured or their Employees;
  - v. covered by a Policy of fidelity guarantee insurance;
  - vi. due to the use of counterfeit Money
- b. loss or shortages due to depreciation or currency fluctuation.

## **20. Mould**

The Company shall not indemnify the Insured under Sections 1 to 6 against any loss caused directly by or consisting of or resulting from mould, mildew, fungus or spores but this shall not exclude such loss not otherwise excluded which itself results from a Defined Peril, in which case the Insured must report to the Company the existence and cost of the loss as soon as practicable, but no later than six months after the Defined Peril first caused any loss to the Insured during the Period of Insurance; the Company shall not indemnify the Insured for

loss reported after that six month period.

## **21. Moveable property**

The Company shall not indemnify the Insured under Sections 1 and 2 against any loss in respect of moveable property in the open, fences and gates, caused by wind, rain, hail, sleet, snow, flood, or dust.

## **22. Other Excepted Causes**

The Company shall not indemnify the Insured under sections 1 and 2 in respect of any loss caused directly by or consisting of:

- a. inherent vice, latent defect, gradual deterioration, wear and tear, frost, its own faulty or defective design or materials
- b. faulty or defective workmanship, or operational error or omission on the part of the Insured or any of their Employees
- c. the operation of machinery, plant, apparatus or equipment unless such operation is in accordance with the manufacturer's instructions or specification
- d. explosion occasioned by the bursting of a boiler (not being a boiler used for domestic purposes only) economiser or other vessel, machine or apparatus in which the internal pressure is due to steam only and belonging to or under the control of the Insured

but this shall not exclude subsequent loss which itself results from a cause not being an Excepted Cause or otherwise excluded.

## **23. Other insurance**

The Company shall not indemnify the Insured under Sections 1 to 6 against any loss in respect of any property more specifically insured under any other Policy, by or on behalf of the Insured.

## **24. Personal Accident Assault**

The Company shall not be liable under Section 3 for Assault Injury consequent upon, or contributed to by:

- a. the Insured Person having any physical or mental defect or infirmity, which was known to the Insured or the Insured Person at the inception of this Policy or prior to the latest renewal thereof, and which had not been declared to, and accepted in writing by, the Company;
- b. Assault Injury to any person under the age of sixteen years or over the age of seventy years.

## **25. Pollution**

The Company shall not indemnify the Insured under Sections 1 to 6 against any loss caused by pollution or contamination but this Exception shall not apply to Damage to Property Insured caused by:

- a. pollution, or contamination from a Defined Peril hereby insured against;
- b. a Defined Peril hereby insured against resulting from pollution or contamination.

## **26. Pressure waves**

The Company shall not indemnify the Insured under Sections 1 to 6 against any loss caused by or consisting of pressure waves caused by aircraft, or other aerial devices, travelling at sonic or supersonic speeds, but this shall not exclude subsequent loss which itself results from a cause not otherwise excluded.

## **27. Property Insured away from the Premises**

The Company shall not indemnify the Insured under Sections 1-6 against Damage to Property Insured

- a. away from the Premises (where the insurance on any Property Insured item as stated in the Schedule and Statement of Fact so provides) 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 have been secured and locked and alarm (if any) activated and in respect of an unattended vehicle the Property Insured to be placed in the boot or similar luggage compartment of the vehicle (and in so doing to be effectively concealed from sight) and which is 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 have been secured and locked and alarm (if any) activated and in respect of an unattended vehicle the Property Insured to be placed in the boot or similar luggage compartment of the vehicle (and in so doing to be effectively concealed from sight) and which is securely closed and locked and such vehicle or trailer is 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
  - iv. where Property Insured is otherwise left unattended (which term shall mean that the Insured is unable to exercise control over or otherwise unable to influence Events affecting the property) 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
  - ii. malicious persons when the vehicle or trailer is left unattended out of Working Hours.

## **28. Property in Transit**

The Company shall not indemnify the Insured under Sections 1 and 2 against any loss in respect of property in Transit except as provided for by Section 1 Extensions Temporary Removal and Temporary Removal (Documents).

## **29. Satellite Telecommunications**

The Company shall not indemnify the Insured under Section 4 against Increase in Cost of Working due to

- i. failure of any satellite prior to its obtaining its full operating function or while in or beyond the final year of its design life
- ii. atmospheric solar or lunar conditions causing temporary interference with transmission to or from any satellite.

## **30. Theft**

The Company shall not indemnify the Insured under Sections 1 and 2 against any loss caused directly by or consisting of theft or any attempted theft:

- a. which does not involve entry to, or exit from, the Premises by forcible and violent means;
- b. of Property Insured whilst left in any yard, open space, or open sided building;
- c. by or in collusion with any Employee or any other person lawfully on the Premises.

## **31. Unoccupied Buildings**

The Company shall not indemnify the Insured under Sections 1 and 2 against any loss caused:

- a. by freezing;
  - b. by escape of water from any tank, apparatus, or pipe;
  - c. other than by fire or explosion, by malicious persons, not acting on behalf of, or in connection with, any political organisation;
  - d. by theft or attempted theft ;
- in respect of any Building which is Unoccupied.

## **32. Vehicles, Construction, Agriculture and Roads**

The Company shall not indemnify the Insured under Sections 1 and 2 against any loss in respect of:

- a. vehicles licensed 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 any such property in the course of construction or erection;
  - c. land, piers, jetties, bridges, culverts, or excavations;
  - d. livestock, growing crops, or trees;
- other than:
- i. under Section 1 where specifically insured;
  - ii. under Section 2 - where Business Interruption is caused by a Defined Peril and such property or sites are specifically insured or noted under the description of Premises.

**33. Water Table**

The Company shall not indemnify the Insured under Sections 1 and 2 against any loss attributable solely to change in the water table level.

**34. Riot (Northern Ireland)**

The Company shall not indemnify the Insured under Sections 1 to 6 against any loss arising directly or indirectly in consequence of riot, civil commotion and strikers, locked out workers, persons engaged in labour disturbances or malicious persons in Northern Ireland.

## Exceptions Applicable to Liability Sections 7 – 9

### 35. Aircraft Products (PL) (Pr.)

The Company shall not indemnify the Insured under sections 8 and 9 against liability arising from any Product designed for use in, or incorporated into or onto, any aircraft or aerial device, or which is used to control the navigation or safety of any aircraft or aerial device or which affects the flying capabilities of any aircraft or aerial device

### 36. Asbestos and Pollutants (EL) (PL) (Pr.)

The Company shall not indemnify the Insured under sections 7, 8 and 9 against liability arising directly or indirectly from the manufacture, supply, installation, storage, transportation, ownership, possession, handling, use, repair, removal, stripping, dismantling, or disposal of:

- a) Asbestos, formaldehyde or polychlorinated bi-phenols
- b) other materials or compounds which the Insured knows or has reason to suspect contains Asbestos, formaldehyde or polychlorinated bi-phenols
- c) Pollutants

### 37. Costs of Recall or Guarantee (PL) (Pr.)

The Company shall not indemnify the Insured under sections 8 and 9 against liability or expenditure (whether incurred by the Insured or by others) for the withdrawal, recall, disposal, removal, repair, adjustment, alteration, reconditioning, replacement, or reinstatement of any Product or part of a Product or any contract work and / or from financial loss consequent upon the necessity for such withdrawal, recall, disposal, removal, repair, adjustment, alteration, reconditioning, replacement or reinstatement

### 38. Cyber Liability (PL) (Pr.)

The Company shall not indemnify the Insured under sections 8 and 9 any loss directly or indirectly caused by or contributed to, or arising from, or occasioned by, or resulting from, damage to any computer or other equipment, component, system, or item which processes, stores, transmits, or receives data or any part thereof whether tangible or intangible, including but without limitation any information or programs or software, and whether the property of the Insured or not, where such damage is directly or indirectly caused by Virus or Similar Mechanism, hacking or denial of service attack

### 39. Defective Workmanship (PL) (Pr.)

The Company shall not indemnify the Insured under sections 8 and 9 for the cost of repairing, replacing or reinstating defective work but this Exception shall not apply to accidental Bodily Injury or accidental damage to Property arising as a consequence of such defective workmanship

### 40. Deliberate Acts (PL) (Pr.)

The Company shall not indemnify the Insured under sections 8 and 9 in respect of legal liability arising from, or caused by, any deliberate act or omission of the Insured or any person entitled to indemnity, if the result thereof could reasonably have been expected by the Insured or such other person having regard to the nature and circumstances of such act or omission

### 41. Employee (PL) (Pr.)

The Company shall not indemnify the Insured under sections 8 and 9 against liability for Bodily Injury sustained by an Employee, which arises out of and/or in the course of their employment or engagement by the Insured in connection with the Business

### 42. Employment Practices (EL)

**The Company** shall not indemnify the **Insured** under this Section against liability arising from:

- i) wrongful, unfair or constructive dismissal, bullying, harassment (sexual or otherwise)
- ii) refusal to employ a suitably qualified applicant or failure to promote
- iii) coercion, demotion, evaluation, relocation, punishment, defamation, humiliation or discrimination

by the **Insured** and/or his servants, agents or **Employees**.

#### **43. Fear of Asbestos and Pollutants** (EL) (PL)

The Company shall not indemnify the Insured under sections 7 and 8 against liability arising from Fear of Asbestos and Pollutants

#### **44. Fines or Penalties** (EL) (PL) (Pr.)

The Company shall not indemnify the Insured under sections 7, 8 and 9 in respect of liquidated damages, penalties for delay or detention, or in connection with guarantees of performance or efficiency, loss of use or any other form of consequential loss not specifically provided for by this policy.

#### **45. Use of Heat away from the Insureds own Premises** (PL) (Pr.)

The Company shall not indemnify the Insured under sections 8 and 9 liability arising out of the use of any heat or naked flame whilst being used away from the Insured's premises

#### **46. Mechanically Propelled Vehicles** (PL)

The Company shall not indemnify the Insured under section 8 against liability arising out of the ownership possession or use by or on behalf of the Insured of any mechanically propelled vehicle (or trailer attached thereto) which is required by any road traffic legislation to be the subject of compulsory insurance or other security but this Exclusion shall not apply

- a) while such vehicle is being used as a tool of trade (other than in respect of liability which is compulsorily insurable under road traffic legislation)
- b) in respect of the loading or unloading of such vehicle or the delivery or collection of goods to or from such vehicle except where more specifically insured by any other policy

#### **47. Medical and Repatriation Costs** (EL)

The Company shall not indemnify the Insured under section 7 in respect of:

- a) medical costs or medical expenses;
- b) repatriation costs or repatriation expenses;

arising from Bodily Injury incurred by any Employee whilst outside of the Republic of Ireland, Great Britain, Northern Ireland, the Channel Islands or the Isle of Man

#### **48. Money** (EL) (PL) (Pr.)

The Company shall not be liable under sections 7, 8 and 9 in respect of loss of or Damage to money, deeds, bonds, bills of exchange, promissory notes, cash, postal orders, bank notes, cheques, securities for money or stamps.

#### **49. Offshore** (EL) (PL) (Pr.)

The Company shall not indemnify the Insured under sections 7, 8 and 9 against loss, damage or liability arising from visits or work Offshore

#### **50. Pollution Liability** (PL) (Pr.)

The Company shall not indemnify the Insured under sections 8 and 9 against liability arising directly or indirectly from any Pollution Hazard arising:

- a) in the United States of America and/or Canada and/or their respective possessions or protectorates;
- b) elsewhere in the World, but this Exception shall not apply where the Pollution Hazard results from a sudden, accidental, unexpected, and unintended, identifiable incident that takes place in its entirety at a specific identifiable time and place during the Period of Insurance

The indemnity granted shall not extend to Events or claims, arising directly or indirectly from any Pollution Hazard, that involves moulds or other fungi (including but not limited to mildew or mycotoxins or spores or any other substance or product produced or released by moulds or fungi)

#### **51. Products** (PL)

The Company shall not indemnify the Insured under section 8 against liability arising from any Product, other than food or drink provided for consumption on the Insured's premises

#### **52. Products Inefficacy** (Pr.)



The Company shall not indemnify the Insured under section 9 against liability arising out of the failure of any Product (or any part thereof) to fulfil the function for which it was designed or to perform as specified warranted or guaranteed

### **53. Professional Services** (PL) (Pr.)

The Company shall not indemnify the Insured under sections 8 and 9 against liability arising out of any act, error, or omission, in the provision for a fee or where a fee is or normally would be charged, for any advice, design services, instructions, or specification

### **54. Property in Custody or Control** (PL)

The Company shall not indemnify the Insured under section 8 against liability for loss of or damage to Property belonging to or in the custody or control of the Insured or their representatives other than:

- a) Employees, partners, directors, customers, guests or visitors Property including motor vehicles and their contents and personal effects
- b) Any premises (including contents and fixtures and fittings), not being premises owned by or leased or rented to the Insured, which are temporarily occupied by the Insured for the purposes of carrying out work in or to such premises, but always excluding damage to Property being worked upon and arising out of such work
- c) Premises (including fixtures or fittings) leased or hired by, or rented to the Insured under a contract or agreement but the Company shall not indemnify the Insured in respect of liability assumed by the Insured under contract or agreement, which would not have attached in the absence of such contract or agreement, unless agreed to in writing by the Company.

### **55. Pyrite and other contaminants** (PL) (Pr.)

The Company shall not indemnify the Insured under sections 8 and 9 against liability arising directly or indirectly out of or in connection with:

- a) the presence or alleged presence of or any other action by sulphides, pyrite, pyrite contamination and/or other contamination of infill or products in general through chemical reactions;
- b) any damage loss cost expense claim or proceeding connected with or consequent upon (a) above

### **56. Road Traffic Act / Compulsory Insurance** (EL)

The Company shall not indemnify the Insured under section 7 against liability for injury to any Employee sustained when such Employee is carried in or on or is entering into or alighting from a vehicle, and in respect of which compulsory insurance or security is required to be arranged by the Insured under any applicable road traffic legislation.

### **57. System Failure** (PL) (Pr.)

The Company shall not indemnify the Insured under sections 8 and 9 of this Policy against liability arising out of the Failure of a System

### **58. Unlicensed Disposal of Waste** (EL) (PL) (Pr.)

This Policy shall not indemnify the Insured under sections 7, 8 and 9 in respect of loss, damage or liability arising from or out of or in connection with the unlicensed disposal of waste by or on behalf of the Insured

### **59. USA / Canada** (PL) (Pr.)

The Company shall not indemnify the Insured under sections 8 and 9 in respect of liability arising out of:

- a) any claims or legal proceedings brought or originating in the United States of America and/or Canada and/or their respective possessions or protectorates;
- b) any operations of the Insured which are domiciled in the United States of America and/or Canada and/or their respective possessions or protectorates;
- c) any payments that arise from any reciprocal judgements made as a result of any claims or legal proceedings brought or originating in, or any judgements of, the courts of the United States of America and/or Canada and/or their respective possessions or protectorates

### **60. USA / Canada Exports** (Pr.)

The Company shall not indemnify the Insured under section 9 against liability arising from any Product exported directly to the United States of America and/or Canada and/or their possessions or protectorates

#### **61. Workers Compensation Exception**

The Company shall not indemnify the Insured under section 7 in respect of liability as within defined against Bodily Injury sustained by any Employee where such Bodily injury is required to be insured by any workers compensation insurance or any compulsory insurance or security but this exclusion will not apply to payments required to be made to the Recovery of Benefits and Assistance (RBA) Scheme or its successor.

## Exceptions Applicable to all Sections 1 – 9

### 1. Electro Magnetic Frequency (EMF)

The Company shall not indemnify the Insured against any loss, damage or liability directly or indirectly caused by, or contributed to, by, or arising from:

- a. electro-magnetic frequency radiation;
- b. contamination from any wireless network towers, masts or devices.

### 2. Excess

The Company shall not indemnify the Insured against liability for the sum stated as the Excess shown in the Policy Schedule. The Company may at its sole discretion require the Insured to pay all, or part of, the Excess to the Company and until such payment is made in full, the Company shall have no liability to make any payment under this Policy.

### 3. Communicable Disease (LMA5396)

Notwithstanding any provision to the contrary within this policy, this policy does not cover all actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.

For the purposes of this endorsement, loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test for a Communicable Disease.

### 4. Cyber and Data Total Exclusion (LMA5468)

Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy does not apply to any loss, damage, liability, claim, fines, penalties, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any:

- a. Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident; or
- b. loss of use, reduction in functionality, repair, replacement, restoration, reproduction, loss or theft of any Data, including any amount pertaining to the value of such Data;

regardless of any other cause or event contributing concurrently or in any other sequence thereto.

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

This exclusion supersedes any other wording in the Policy or any endorsement thereto having a bearing on a Cyber Act, Cyber Incident or Data, and, if in conflict with such wording, replaces it.

If the Company allege that by reason of this endorsement that loss sustained by the Insured is not covered by this Policy, the burden of proving the contrary shall be upon the Insured.

Definitions as used in this exclusion:

- Computer System means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.
- Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.
- Cyber Incident means:
  - a. any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or
  - b. any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.
- Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.

## **5. Radiation**

The Company shall not indemnify the Insured against any loss, damage or liability directly or indirectly caused by, or contributed to, by, or arising from:

- a. ionising radiations or contamination by radioactivity, nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- b. the radioactive, toxic, explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

## **6. Sanction Limitation and Exclusion Clause LMA3100:**

The Company shall not be deemed to provide cover and the Company shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose 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 the United States of America.

## **7. Self-Insured Retention**

The Company shall not indemnify the Insured under this Section for the sum stated as the Self-Insured Retention shown in the Schedule.

The Self-Insured Retention shall be subject to the following provisions

- a. the Company or its representatives may, at any time and at its sole discretion, require immediate payment of the Self-Insured Retention, in whole or in part, directly to the Company or at the Company's discretion, to its appointed representative (or claimant or claimant's representative). In any event the Self-Insured Retention shall become immediately payable:
  - at the settlement and/or closure of a claim
  - at the point in time where costs, defence costs, legal fees, claims handling costs and loss adjusting expenses incurred, exceed or equal the Self-Insured Retention.
- b. the terms of this Policy, including the Company's rights in the defence of a claim and the Insured's duties in the event of a claim, apply irrespective of the application of the Self-Insured Retention.
- c. The Company may, at any time at its sole discretion, including where it is statutorily obliged to do so, pay part or all of the Self-Insured Retention to effect a settlement of any potential claim or suit. Upon notification of the action taken, the Insured shall promptly reimburse the Company for such payments.
- d. In the event that the Insured fails to reimburse or pay to the Company the Self-Insured Retention within 21 days of being requested in writing to do so, the right to indemnity and all benefit under this Policy in respect of the specific incident or claim to which the Self-Insured Retention is being requested shall be forfeited.

## **8. Terrorism**

The Company shall not indemnify the Insured

a. under Sections 1 to 6 against:

- i. any loss occasioned by or happening through or in consequence directly or indirectly of Terrorism regardless of any other cause or Event contributing concurrently or in any other sequence to the loss,
- ii. any loss cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with, any action taken in controlling, preventing, suppressing, or in any way related to Terrorism;

b. under Sections 7 to 9 against liability arising directly or indirectly in consequence of Terrorism.

In any action, suit, or other proceedings where the Company alleges that by reason of the provisions of this Exception any loss is not covered by any Section of this Policy, the burden of proving that such loss is covered shall be upon the Insured.

## **9. War**

The Company shall not indemnify the Insured against any loss, cost or expense, damage or liability arising directly or indirectly in consequence of, or resulting from or in connection with (regardless of any other contributing cause or event):

- a. war, invasion, act of foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, sabotage, mutiny, martial law, military or usurped power
- b. nationalisation, confiscation, requisition, seizure or destruction by any government or any public authority
- c. any action taken in controlling, preventing, suppressing or in any way relating to (a) and/or (b) above

# Conditions you must comply with to enjoy the benefit of the Policy

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## Conditions Applicable to Property Sections 1 – 6

The consequences of a failure to comply with the conditions and provisions of the Policy may include the Policy being void or the rejection of claims or the reduction in payment on claims which are in the opinion of **The Company** connected with the breach.

### 1. Accumulated stocks

In adjusting any loss under Section 2, account shall be taken, and an equitable allowance made, if any shortfall in Turnover due to an Incident, happens by reason of the Turnover being temporarily maintained from accumulated Stocks of finished goods.

### 2. Alteration of Risk

Sections 1 to 6 shall cease to have effect from the date of any one of the following:

- a. the interest of the Insured ceases;
- b. the Business is wound up, or carried on, by an administrator, trustee in bankruptcy, liquidator, or receiver, or permanently discontinued;
- c. any alteration is made to the Premises and/or their use whereby the risk of loss is increased, provided that if the increase could not reasonably have been known to the Insured, or the increase is beyond the Insured's control, the Policy shall continue in force, subject to the Insured:
  - i. notifying the Company in writing of the alteration within 14 days of the Insured becoming aware of the situation and
  - ii. promptly paying any additional premiums required by the Company, such amount to be calculated at the Company's discretion.

### 3. Alternative Trading

If during the Indemnity Period goods shall be sold or services rendered elsewhere than at the Premises for the benefit of the Business, the money paid or payable in respect of such sales or services shall be brought into account in arriving at the Turnover (for Item on Gross Profit or Gross Revenue) during the Indemnity Period.

### 4. Automatic Fire Alarm Installations

It shall be a condition of cover under Sections 1 to 5 that, where automatic fire alarms are installed, the Insured shall:

- a. carry out the testing and checking requirements referred to on the completion certificate and remedy promptly any defect disclosed;
- b. carry out the maintenance procedures specified by the manufacturers of the equipment;
- c. notify the Company immediately upon becoming aware of any disconnection or failure of the automatic fire alarm installation likely to leave any area unprotected for 12 hours or more;
- d. record details of all Events such as alarm faults, tests, maintenance, and disconnections and keep such details available for examination by the Company's representatives.

### 5. Automatic Sprinkler Installations

Where automatic sprinkler systems are installed, it shall be a condition of cover under Sections 1 to 5 that the Insured shall ensure that:

- a. it is continuously operational;
- b. every working day a test is made to ensure that the circuit between the alarm switch and the control unit, except where it is continuously monitored or is such that one break of wires will not prevent an alarm signal being transmitted, for example a ring circuit, is operational;
- c. every week:
  - i. a test is made to ensure the condition of:
    1. the connection with the public fire station, central fire alarm depot, or public fire brigade control, unless they have given a written undertaking to carry out this test;
    2. the relevant batteries.However, where the circuit concerned is not continuously monitored, these tests must be made every day;
  - ii. the alarm gong is tested to ensure that it is in working order and that the stop valves controlling the individual water supplies and the installation are fully open;
  - iii. the pump(s) are tested to ensure they can be started both automatically and manually and that in respect of any diesel engine driven pump the battery electrolyte level and density are correct and a record is kept;
- d. they have a contract with approved installing engineers providing for the maintenance and half-yearly inspection of the automatic sprinkler installation system and obtain certification after each inspection that the system is in satisfactory working order;
- e. every quarter or half year, if required by the Company, they test that each water supply is in order and a record of the

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- tests is kept;
- f. they remedy promptly any defect disclosed by any tests;
  - g. they comply with and display prominently at each sprinklered area, a notice of the terms agreed with the Company which specifies:
    - i. the description of goods that may be stored;
    - ii. the maximum height of storage;
    - iii. the minimum permitted clearance between goods stored and the sprinkler deflectors.
- Provided the Insured shall not be in breach of sub-clauses (a) or (b) of this Condition if:
- i. notice is given to the Company immediately the installation is rendered inoperative or in the event of an emergency; and
  - ii. the Insured takes all reasonable steps immediately to ensure the installation returns to full operation.

## **6. Automatic Reinstatement**

In the absence of written notice by the Company or the Insured to the contrary, the insurance by Sections 1 to 6 shall not be reduced by the amount of any loss, and in consideration the 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.

## **7. Average**

Each Limit of Indemnity is to be subject to Average, meaning that if the Property Insured shall, at the commencement of any loss, be collectively of greater value than the Limit of Indemnity then the Insured shall pay the difference and shall bear a rateable share of the loss accordingly.

## **8. Contracting Purchaser**

If at the time of loss the Insured has contracted to sell his interest in any of the Premises and the purchase has not been completed, the purchaser, upon completion of the purchase, if and to the extent the property is not otherwise insured against such loss by or on behalf of the purchaser, shall be entitled to benefit under Section 1 without prejudice to the rights and liabilities of the Insured and the Company until completion.

## **9. Data and Media Basis of Valuation**

Should any electronic Data or processing Media insured by Section 1, 2 or 4 suffer physical loss or Damage covered by this Policy then the basis of valuation shall be the cost of the blank Media plus the cost of copying the electronic Data from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering, or assembling such electronic Data. If the Media is not repaired, replaced, or restored the basis of valuation shall be the cost of the blank Media. However, Sections 1, 2 and 4 do not insure any amount pertaining to the value of such electronic Data to the Insured or any other party even if such electronic Data cannot be recreated gathered or assembled.

## **10. Designation**

For the purpose of determining the Item under which any property is insured the Company agrees to accept the designation under which such property has been entered in the Insured's books.

## **11. Electrical Inspection Condition**

It is a condition of cover in respect of Damage by fire lightning and explosion that the electrical systems at the Business Premises of the Insured is inspected every five years by a certified RECI electrical contractor and any defects identified by that inspection be rectified immediately a record of such inspections shall be kept which shall be produced to the Company on request.

## **12. Explosion**

In respect of any vessel, machinery, or apparatus, or its Contents, belonging to, or under the control of, the Insured which requires to be examined to comply with any statutory regulations, cover against Damage caused by an explosion originating therein is subject to the provision that such vessel, machinery, or apparatus shall be subject of a Policy or other contract providing the required inspection service.

## **13. Fat Frying Condition**

Where deep fat frying apparatus' are used on the Premises, it is a condition of cover that-

- a. The frying apparatus be free from contact with all woodwork and other combustible material
- b. All extraction hoods, canopies, filters and grease traps will be cleaned at least every month and this is to be recorded in a cleaning log;
- c. All extraction ducting is to be inspected for defects and cleaned as necessary at least every 3 months and this is to be recorded in a log.
- d. A class F wet chemical fire extinguisher is installed in the vicinity of the deep fat fryer(s), in a readily accessible position

- e. A fire blanket, manufactured in accordance with BS EN 1869, be kept in the vicinity of the deep fat fryer(s), in a readily accessible position.
  - f. All deep fat fryers are to be equipped with tight fitting lids.
- In respect of (b) and (c) above, it is a condition of cover that cleaning logs be retained away from the Premises

#### **14. Fire Break Doors and Shutters**

It shall be a condition of cover under Sections 1-6 that all fire break doors and shutters be kept closed, except during working hours, and maintained in an efficient working order.

#### **15. Fire Extinguishing Appliances**

It shall be a condition of cover under Sections 1-6 that the Insured, or persons acting on behalf of the Insured, shall ensure that:

- a. approved fire extinguishing appliances are on the Premises; and
- b. an inspection of the appliances be made annually to ensure that they are in proper working order and any faults discovered are to be remedied immediately. Where the insured Premises is tenanted, this Condition will not be rigidly applied, but a log of periodic tests by the Insured must be available for inspection by the Company.

Provided this Section shall not be invalidated by any defect in any of the said appliances due to circumstances unknown to, or beyond the control of, the Insured.

#### **16. Heating**

Unless otherwise stated by Endorsement the Buildings are not artificially heated other than by low pressure hot water or steam, fixed oil fired space heaters fed from a fuel tank in the open, or fixed overhead gas or electric appliances.

#### **17. Non-Standard Roofing Condition**

It is a condition of the Policy that any flat roofing structure, or part thereof (unless entirely constructed of concrete), shall be inspected every 5 years by a qualified builder or surveyor and any defects identified during that inspection must be repaired immediately. A record of the most recent inspection must be retained by the Insured for inspection by the Company at any time.

#### **18. Other Interests**

Included as Insureds under Section 1, in respect of property not belonging to the Insured, are all parties who have an interest in such property, but only to the extent that the Insured have a responsibility to insure such interest.

#### **19. Payments on Account**

The Company may, at its discretion and if requested by the Insured, make monthly payments on account under Sections 1 to 6 during the Indemnity Period.

#### **20. Professional Accountants**

Any particulars or details contained in the Insured's books of account or other Business books, records, or documents, which may be required by the Company under the Claims Conditions applicable to Sections 1 to 6 for the purpose of investigating or verifying any claim under any of those Sections, may be produced by professional accountants or auditors if at the time they are regularly acting as such for the Insured, and their report shall be prima facie evidence of the particulars and details to which such report relates.

The Company will pay to the Insured the reasonable charges payable by the Insured to their professional accountants or auditors for producing such particulars or details or any other proof, information, or evidence, as may be required by the Company and reporting that such particulars or details are in accordance with the Insured's books of account or other Business books, records, or documents.

#### **21. Reinstatement**

If the Company elects or becomes bound to reinstate any Property Insured, the Insured shall at their own expense produce and give to the Company all such plans, documents, books, and information as the Company may reasonably require. The Company shall not be bound to reinstate exactly or completely 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 shown in The Schedule and Statement of Fact more than the Limit of Indemnity stated.

#### **22. Security Protections**

Where security protections are in place, it shall be a condition of cover under Sections 1, 2 and 4 that the Insured shall comply with the following provisions in respect of any intruder alarm installed at the Premises:

- a. it is regularly and efficiently maintained under a maintenance contract with an alarm company;
- b. it is brought into full and effective operation whenever the Premises are closed for Business (unless the Premises is tenanted, and this function cannot be controlled by the Insured);
- c. the alarm company is immediately advised of any apparent defect in the intruder alarm;
- d. the Company is notified immediately and in writing if the Insured receives written notification from a police authority warning of actual or intended withdrawal of response to calls from the intruder alarm;

- e. the agreement of the Company is obtained in writing before replacing, extending, or otherwise altering the intruder alarm if it will result in the alarm system being out of commission for a period greater than 24 hours
- f. whenever the Premises are left unattended the Insured shall ensure that:
  - i. all locks, bolts, and other protective devices are in full operation;
  - ii. details of any codes used for the operation of the intruder alarm and all keys to the intruder alarm shall be either removed from the Premises or placed within a locked safe or strong room, the keys to which are themselves removed from the Premises.

### **23. Uninsured Standing Charges**

If any standing charges of the Business are not insured by Section 2 having been deducted in arriving at the Gross Profit, then in computing the amount recoverable hereunder as increase in cost of working, that proportion of any additional expenditure shall be brought into account as the Gross Profit bears to the sum of the Gross Profit and the uninsured standing charges.

### **24. Unoccupied Buildings**

Unoccupied Buildings shall not be covered under Section 1 unless:

- a. notice in writing is given to the Company that the Buildings are unoccupied, and payment of additional premium is made if requested by the Company within 30 days;
- b. the Insured ensures all doors and windows are fitted with good quality locks and are secured at all times;
- c. the Insured properly maintains perimeter fences, walls and gates;
- d. the Insured bricks up or boards over all unsecured doors, windows, and other openings at first and ground floor levels;
- e. the Insured or their appointed representative inspects the Premises internally and externally weekly;
- f. the Insured removes all combustible materials from inside and around the Buildings and ensures that vegetation is kept under control; and
- g. the Insured disconnects the gas, electricity and water services at the mains leaving only the central suppliers for security alarms and the like.

**In the event of a property or part thereof becoming unoccupied, cover is automatically reduced to Fire, Lightning, Aircraft and Explosion in respect of that property, or part thereof.**

### **25. Value Added Tax**

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

### **25. Waste Condition Precedent**

1. **Engineering:** It is a condition precedent to cover hereunder that all swarf and other trade refuse be swept up daily, deposited in bags or bins and removed from the building at least once a week and that all oily and greasy waste and cloths be kept in metal receptacles and removed daily.
2. **Plastics:** It is a condition precedent to cover hereunder that all oil and / or greasy waste and used cleaning cloths which remain in the building overnight be kept in metal receptacles with metal lids and removed from the Buildings at least once a week. All other combustible trade waste and refuse be removed from the building every night.
3. **Printers:** It is a condition precedent to cover hereunder that all highly flammable solvents, inks and blanket wash are stored in a secured flammables store or metal cabinet. One working days' supply may be removed without contravening this condition. All oily solvent or ink-soaked cleaning cloths and rags must be either removed from the Premises at night or stored in a metal bin with closed metal lid.
4. **Woodworking:** It is a condition precedent to cover hereunder that all sawdust and shavings (not automatically extracted from the Premises) be swept up daily and bagged and removed from the Premises at least once per week. All other trade refuse be removed out of the building and all other communicating therewith at least once a week and that all oily and greasy waste and cloths be kept in metal receptacles and removed outside.

**The consequences of a failure to comply with the above condition precedent to liability is to discharge the Company's liability to indemnify the Insured in respect of claims connected with such failures.**

### **26. 72 Hour Clause**

All claims for loss under Sections 1 and 2, arising from any one occurrence or series of occurrences, shall be adjusted as one claim and the Excess shall be deducted from each claim for those of the Defined Perils listed below

The duration of any one occurrence shall be limited to 72 consecutive hours in respect of:

- a. earthquake;
- b. storm or flood;

Provided that the Company shall not be liable for any loss arising from Damage occurring before the effective date and time of this Policy nor for any occurring after the expiration date of this Policy.



## Condition Applicable to Section 3 (Money)

The consequences of a failure to comply with the conditions and provisions of the Policy may include the Policy being void or the rejection of claims or the reduction in payment on claims which are in the opinion of The Company connected with the breach.

### 27. Money Condition

It shall be a condition of cover under Section 3 that:

- a) all protections and procedures for the safety of Money whilst in the Premises undertaken at the request of the Company are maintained and operated;
- b) the keys for all protections, and any safes containing Money, are removed from the Premises out of Business Hours;
- c) the approved cash limit of each safe on the Premises is sufficient for the level of Money covered by this Policy. In the event that the approved capacity of a safe falls below the Money limit as stated on the schedule, the limit afforded herein shall reduce to the approved limit on that safe and not the limit stated within the Schedule.
- d) Money carryings are accompanied by the undernoted number of able-bodied adults and distributed equally during Transit and until disbursement:
  - i. up to €6,000 1 able bodied adult
  - ii. between €6,001 to €13,999 2 able bodied adults
  - iii. between €14,000 to €20,000 3 able bodied adults
  - iv. Over €20,000 by a specialist Security Carrier as agreed with the Company
- e) the times of Transit, routes and conveyances used shall be varied as far as reasonably practicable.

## **Conditions Applicable to Section 6 (Goods in Transit)**

**The consequences of a failure to comply with the conditions and provisions of the Policy may include the Policy being void or the rejection of claims or the reduction in payment on claims which are in the opinion of The Company connected with the breach.**

### **28. Underinsurance**

If at the time of Damage the Limit of Indemnity stated in the Schedule and Statement of Fact is less than the value of the property Insurance in Transit, then the Insured shall be considered as being the insurer for the difference and shall bear a rateable share of the loss accordingly.

### **29. Own Vehicle Security Requirements**

In respect of any vehicle or trailer owned or operated by the Insured, it shall be a condition of cover for liability for Damage caused by or consisting of theft or attempted theft, that whenever the vehicle is not individually attended:

- a. All doors, windows and other openings are securely locked and properly fastened, and the keys removed from the vehicle
- b. Any alarm and immobiliser shall be switched on and made fully operational and outside of the working day of the driver it is either:
  - i. garaged in a securely locked building of substantial construction or
  - ii. in a compound which has secure walls and fences with all exit points secured by locked gates or
  - iii. in a permanently guarded security park

### **30. Goods in Transit – Bailee**

Section 6 shall not insure directly or indirectly to the benefit of any carrier nor without the affirmative consent of the Insured to the benefit of any other bailee. The Insured may accept without prejudice to Section 6 the ordinary or released value of Bills of Lading of carriers as provided in their tariffs otherwise the Insured agrees not to enter into any special agreements with carriers or bailees releasing them from their common law or statutory liability. The Company shall not be liable for any loss which without its written consent has been settled or compromised by the Insured.

### **31. Goods in Transit – Valuation**

Under Section 6 the valuation of the Goods shall be the actual invoice cost including prepaid freight and any costs and charges since shipment and all claims under this Section shall be paid on this basis. If there is no invoice the valuation of the Goods shall be the actual cash market value of the Goods on the date of loss.

## General Policy Conditions

The following conditions and provisions are applicable to the whole policy. There are additional general conditions and provisions in each section.

The consequences of a failure to comply with the conditions and provisions of the Policy may include the Policy being void or the rejection of claims or the reduction in payment on claims which are in the opinion of The Company connected with the breach.

### 32. Adjustments

Where the premium for this Policy is calculated on the statements and estimates furnished by the Insured, it shall be a condition that the Insured shall:

- a) keep an accurate record of all relevant particulars including but not limited to payroll and turnover (including payments to bona fide subcontractors)
  - b) at any reasonable time allow the Company to inspect such records
  - c) within 30 days of the expiry of each Period of Insurance furnish to the Company such information as the Company may require for such expired period which may include the Insured's audited accounts
- whereupon the premium for such period shall be adjusted by the Company and the difference be paid by the Insured, subject to any agreed minimum premium being retained by the Company

### 33. Alteration of Risk

The Insured must notify the Company as soon as possible if, during the Period of Insurance;

- a) the business is wound up or carried on by a liquidator or receiver or permanently discontinued
- b) the interest of the Insured ceases (other than by death)
- c) there is any alteration to the facts or matters set out in the Policy Schedule or otherwise comprising the risk presentation made by the Insured to the Company at inception or renewal or variation of the Policy which materially increases the risk of loss damage cost or legal liability

Upon being notified of any such alteration the Company may at their absolute discretion;

- i. continue to provide cover under this Policy on the same terms
- ii. restrict the cover provided under this Policy
- iii. impose additional terms
- iv. alter the premium
- v. cancel the Policy

If the Insured fails to notify the Company of any material alteration of the risk the Company may;

- i. treat the Policy as if it had come to an end as at the date of the alteration of the risk, returning a proportionate amount of the premium for the unexpired Period of Insurance (always excluding the return of minimum premiums, where applicable) if the Company would have cancelled the Policy had they known of the increase in risk
- ii. treat the Policy as if it had contained such terms (other than relating to premium) or other restrictions (if any) from the date of the alteration in risk as the Company would have applied had they known of the increase in risk
- iii. reduce proportionately the amount paid or payable on any claim the proportion for which the Company are liable being calculated by comparing the premium actually charged as a percentage of the premium which the Company would have charged had they known of the increase in risk

### 34. Arbitration

As agreed in the Complaints Procedure section of this Policy, any dispute between the Company and the Insured, in connection with the Company's liability in respect of a claim or the amount to be paid, that cannot be resolved between the parties through dialogue and conciliation, shall in the first instance be referred to mediation for resolution.

If the dispute cannot be resolved within six months of the appointment of a mediator, or both parties agree to mediation not being an appropriate forum to resolve the dispute, then the dispute shall be referred to arbitration by a single arbitrator to be appointed jointly by the parties, or in default of agreement, to be appointed by the President of the Incorporated Law Society of Ireland. Such appointment will be in accordance with the Arbitration Act 2010. The decision of such arbitrator shall be final and binding on both parties.

If the dispute is not referred to mediation and/or arbitration within 12 months of the dispute arising, then any claim to which the dispute relates shall be deemed to have been abandoned by the Insured and shall not be recoverable thereafter.

### **35. Bona Fide Sub-Contractors**

It shall be a condition precedent to liability under the Policy that on each occasion where any Bona Fide Sub-Contractor is contracted by the Insured to perform work on the Insured's or their principal's behalf:

- a) the Insured shall obtain written confirmation that any such Bona Fide Sub-Contractor has in full force and effect a current insurance policy or policies covering Employers' Liability and Public/Products Liability for a limit of indemnity of not less than that provided by this Policy, and the Insured shall retain details of such insurances for inspection by the Company at any time;
- b) the Insured shall ensure that the Bona Fide Sub-Contractors' insurance policy has been extended to indemnify the Insured in respect of any liability that may attach to the Insured as a result of work performed by the Bona Fide Sub-Contractor on the Insured's or their principal's behalf.

For the purpose of this Condition, Bona Fide Sub-Contractor shall mean any company, firm, or individual, that enters into a contract with the Insured for services and/or supplies goods or materials in conjunction with labour, but shall not include any company, firm, or individual, entering into a contract of service supplying labour only.

### **36. Cancellation**

This Policy may be cancelled:

- a) by the Company by giving 21 days' notice in writing to the Insured at their last known address
- b) by the Insured by giving 21 days' notice in writing to the Company at the address shown in the Policy Document

In the event of cancellation by the Insured under sections 1-6 of this Policy, the Insured shall be entitled to a return of premium on the following basis:

- i) Cancellation during the first 3 months – 65% return of premium;  
or
- ii) Cancellation from 3 months to 6 months – 40% return of premium;  
or
- iii) Cancellation from 6 months to 9 months -15% return of premium;  
or
- iv) Cancellation from 9 months to 12 months – Nil return of premium.

In both instances (a) and (b) above, the Insureds entitlement to a return of premium is on the basis that:

- i. there have been no claims made under the Policy
- ii. there are no claims under consideration by the Company
- iii. there have been no incidents which the Insured is aware of that are likely to result in a claim
- iv. the Policy has not been calculated on a minimum and deposit basis

For the avoidance of doubt, minimum and deposit basis shall mean that the premium calculated at policy inception, and any subsequent additional premiums charged during the policy term, shall be the minimum premium due to the Company with no return premium falling due in the event of policy cancellation. The premium shall still be subject to General Policy Condition **1. Adjustments**.

It is noted and agreed that an Insured defined as a consumer under the Consumer Protection legislation, shall have the right to cancel this Policy without penalty within 14 working days after the date of being informed that the Policy was concluded.

### **37. Cancellation by the Company for non-payment**

In the event that premium payment is not paid in full by the Insured when due or, alternatively, the first instalment of a finance plan agreed between the Company and the Insured is not paid by the Insured when due, then if the premium payment concerned is not made by the Insured within 14 days of the issuance of a notice requiring its payment sent by registered post to the last known address of the Insured, the Policy shall be automatically cancelled ab initio. For the avoidance of doubt, ab initio shall mean from the later of Policy inception date or the commencement of the renewal period.

In the event that the Insured fails to make a part payment (subsequent to the first such part payment) on the due date pursuant to a finance or instalment plan agreed between the Company and the Insured, and if the premium payment concerned is not made by the Insured within 14 days of the issuance of a notice requiring its payment sent by registered post to the last known address of the Insured, the Policy shall be automatically terminated from that date.

### **38. Choice of Law**

This Policy, including all terms, Exceptions, Conditions, endorsements or limitations is to be governed by and construed

in accordance with the law of the Republic of Ireland. The Courts of the Republic of Ireland alone shall have sole jurisdiction in any dispute arising under this Policy, its construction or in connection with its subject matter whether arising in contract or otherwise

### **39. Contribution**

#### **Liability Sections**

If at the time of Bodily Injury or Damage to Property under the Liability Sections of this Policy there is any other insurance Policy or policies effected by or on behalf of the Insured covering Bodily Injury or Damage to Property, the liability of the Company will apply in Excess of and not as contributory with such other Policy.

In the event that the other insurance Policy or Policies contain a corresponding condition, the Company agree to the principal that the more specific insurance Policy in force shall operate first.

#### **Damage to Insured Property**

If at the time of Damage to any Property Insured there be any other insurance Policy or policies effected by or on behalf of the Insured covering any property destroyed or Damaged, the liability of the Company hereunder will be limited to its rateable proportion of such Damage.

If any such other insurance Policy or policies shall be subject to any Condition of Average, this Policy, if not already subject to any Condition of Average, shall be subject to Average in like manner.

If any other insurance Policy or policies effected by or on behalf of the Insured is expressed to cover any property hereby insured, but is subject to any provision whereby it is excluded from ranking concurrently with this Policy, either the whole or in part, or from contributing rateably to the Damage, then the liability of the Company hereunder shall be limited to the proportion of the Damage which the sum under this Policy bears to the value of the Property Insured.

#### **Business Interruption**

If at the time of Damage to any Property Insured there be any other insurance Policy or Policies effected by or on behalf of the Insured covering any matter for which the Company is liable under this Policy, then the liability of the Company will be limited to its rateable proportion of the loss.

### **40. Fraud**

The right to an indemnity under this Policy shall be forfeited if a claim is fraudulent in any respect.

### **41. Excess**

All claims under Sections 1 to 9 of this Policy for loss arising out of any one occurrence, or series of losses arising out of one occurrence, shall be adjusted separately and from the amount of each adjusted loss by the amount stated in the Statement of Fact and Schedule and Statement of Fact as the Excess for the relevant Section and shall be deducted after application of the terms, Conditions, and provisions of this Policy including any Condition of Average. The Limit(s) of Indemnity and inner Limits of Indemnity are inclusive of the Excess.

### **42. Inspection and audit (risk survey)**

The Company or an appointed agent of the Company may at our discretion survey the risk Insured or inspect the Insured's property and operations at any time given reasonable notice, the findings of which survey or inspection shall be satisfactory to the Company.

Following receipt of a survey which raises concerns, the Company shall have the right to:

- (a) alter or amend the terms and/or conditions of the Policy and
- (b) to require as a condition precedent to liability that the Insured complies with the Risk Improvement requirements of the Surveyor within the time period advised.

### **43. Minimum and Deposit Premium**

Where the Company agrees to offer terms on a minimum and deposit premium basis the minimum premium payable shall always be 100%.

### **44. Misrepresentation or Non-Disclosure**

This policy shall be voidable by the Company and all benefit forfeited in the event of any misrepresentation, misdescription or non-disclosure of any material fact by the Insured or any servant or agent or employee of the Insured, other than where the Policyholder is a Consumer in which case the applicable remedy will depend on whether the misrepresentation was: (a) innocent (one that was neither negligent nor fraudulent) (b) negligent or (c) fraudulent as provided for under the Consumer Insurance Contracts Act 2019.

### **45. Non-Assignment**

The Insured may not assign or otherwise transfer any of its rights, benefits or obligations under the Policy and/or the

Policy itself without the prior written consent of the Company.

#### **46. Observance of Conditions**

The consequences of a failure to comply with the conditions and provisions of the Policy may include the Policy being void or the rejection of claims or the reduction in payment on claims which are in the opinion of The Company connected with the breach.

#### **47. Operation of the Policy**

This Policy and its terms, including the Schedule, Definitions, Sections, Extensions, Exceptions, Conditions, and Endorsements, shall be read together as one contract. Any word or expression to which a specific meaning has been attached in any part of this Policy shall bear that meaning wherever it may appear unless such meaning is stated only to apply to a specific part of the Policy.

Headings in this Policy are included for convenience only and do not affect the construction of it.

#### **48. Previous Incidents**

It shall be a condition precedent to the *validity* of the Policy and a condition precedent to the liability of the Company to indemnify the Insured under this Policy that the Insured has advised the Company of all incidents which gave rise to a claim or may give rise to a claim on expiring policies, or which would have given rise to a claim on this policy had it been in place at the time of the incident, the circumstances of which are known to the Insured at the inception of this Policy. The consequence of a failure to comply with this condition precedent to liability will be to discharge the Company's liability in respect of all claims under this Policy.

#### **49. Reasonable Precautions**

The Insured shall:

- a. take reasonable precautions to prevent Damage, Business Interruption, Bodily Injury, Nuisance, accidents or loss or Damage to material property
- b. maintain all property insured in good condition
- c. at all times exercise reasonable care to prevent accidents
- d. maintain in proper repair its Premises, plant, vehicles and anything else used in connection with the Business.
- e. employ only competent Employees and act in accordance with all statutory obligations and regulations.
- f. make good or remedy any defect or danger which becomes apparent, or take such additional precautions, as the circumstances may require.
- g. take reasonable steps to comply with all applicable laws, statutory enhancements, local authority bye-laws, regulations, obligations and requirements.

#### **50. Rights of Recovery and Recourse Condition**

It shall be a condition of cover under this Policy that the Insured shall fully maintain its rights of recovery or recourse against all suppliers of materials, goods and services and any other party with whom it contracts (or any other party against whom it may have such rights of recovery or recourse) and it must ensure that all such rights are not waived or limited in any way either verbally or in writing, unless with the prior approval of the Company.

#### **51. Safety Statement Condition**

It shall be a condition of cover under this Policy, and where required by law, that the Insured shall have a Safety Statement the content of which is in accordance with the requirements of section 20 of the Safety, Health and Welfare at Work Act 2005.

#### **52. Stamp Duties Consolidation Act 1999**

The stamp duty has been or will be paid in accordance with the provisions of Section 5 of the Stamp Duties Consolidation Act 1999.

#### **53. Statement of Fact**

Where the Company has agreed to issue a statement of fact and the information shown therein is as advised by the Insured or advised on the Insured's behalf then the statement of fact, along with the Proposal, shall be the basis of and incorporated into this contract of Insurance.

#### **54. Subrogation**

Any claimant under this Policy will at the request and expense of the Company, take and permit to be taken, all necessary steps for enforcing rights against any other party in the name of the Insured, before or after any payment is made by the Company.

The Company shall be entitled, at its absolute discretion, to take over and conduct in the name of the Insured, the defence or settlement of any claim and to prosecute at its own expense and for its own benefit, any claim for indemnity or damages against any other person or persons.

**55. Survey**

It shall be a condition of cover hereunder that the Insured shall facilitate any request by the Company or its representatives to survey any property owned by or in the custody or control of the Insured no later than 30 days from the date of first request, unless specifically agreed otherwise by the Company.

The Company reserves the right to amend, suspend, cancel or non-renew cover in the event that the Insured does not cooperate with the Company in facilitating a survey or the implementation of risk improvement requirements arising out of survey(s) conducted by or on behalf of the Company.

**56. The Insurance Act 1936**

In accordance with section 93 of the Insurance Act 1936, or any subsequent legislation it is understood and agreed that all monies which become, or may become, due and payable by the Company under this Policy shall be payable and paid in the Republic of Ireland

# Data Protection Notice

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This section is in relation to how MX Underwriting Europe handles your data.

We collect and use relevant information about you to provide you with insurance and to meet our legal obligations. This information includes your name, address and contact details and other information we collect about you and may include sensitive information about you such as health information and any criminal convictions you may have.

By taking out an insurance policy via MX Underwriting Europe with the insurers on behalf of which we act or by giving us your personal information, you will be agreeing that we, our agents, the insurers on behalf of which we act and the other people we describe in this notice may process this information.

## Who is responsible for your personal information?

MX Underwriting Europe is a 'data controller' for personal information held under the Data Protection Act 1988 to 2018 or similar provision applying in any amending or replacing legislation. This means we have certain responsibilities to protect your information.

You should show this notice to anyone who may also be covered by or whose information may be shared by you in connection with your insurance policy and make sure that you have their permission to share their information with us.

## Purpose for processing your data:

To arrange, provide advice and/or to recommend insurance products

- the underwriting (assessment and pricing) of the risk proposed;
- the administration of the policy;
- the assessment and processing of claims or loss prevention assistance to Policyholders (Risk Management)
- compliance with regulatory, legal, and tax laws and regulations; including sanctioned persons and other, and
- statistical exercises (pricing/risk performance observation).

We will use the information you provide, or we collect, to manage and handle your insurance queries, applications and any policy and related claims.

To provide you with products and services, we, the insurers on behalf of which we act (or our agents or subcontractors), hold information in our systems.

We and the insurers on behalf of which we act may use your personal information for our business processes and activities including analysis, review, planning and business transactions, dealing with insurance or legal claims, and so we can meet our legal and regulatory responsibilities.

We may record or monitor phone calls to protect you and for training and quality purposes.

## Sensitive details:

In certain circumstances we may need your consent to collect and process sensitive personal information (such as information about physical or mental health or medical conditions, criminal convictions and pending proceedings, and bankruptcy or debt details) about you and others named on the insurance policy and other people involved in a claim.

Where we need your consent, we will ask you. You do not have to give your consent and you may withdraw your consent at any time. However, if you do not give your consent, or you withdraw consent this may affect our or the Insurers ability to provide the insurance cover to you or ability to handle your claims.

## Credit-reference checks and fraud-prevention, anti-money laundering and counter-terrorism financing checks:

We may check the information you provide against other information available to the public (such as on the electoral roll and court judgments, bankruptcy or repossession and other insurance industry databases, and this may involve carrying out bankruptcy/judgment debt checks, fraud prevention, anti-money laundering and counter terrorism financing checks, subject to data protection law and with your consent if required).



We may share the results of these checks with the insurers on behalf of which we act and their agents, credit-reference agencies, fraud-prevention agencies and others concerned with fraud, the Garda Síochána, the police and other law-enforcement agencies, government agencies or regulatory authorities.

We may use this information to help us assess risk and credit and in our insurance decisions and to meet our legal and regulatory responsibilities.

#### Statistics:

We may amend personal information so that you cannot be identified. That information will then not be covered by this notice or data-protection law. We may use it for insurance administration purposes including analysing trends, carrying out actuarial work, planning how we deliver services, assessing risk, costs and charges.

#### What details do we share, who with and why?

We may pass information about you and your claims history to:

- a. our agents and service providers, the insurers on behalf of which we act and other insurers, either directly or through people acting for us and them (such as loss adjusters or private investigators and solicitors);
- b. any agent acting for you;
- c. recognised trade, governing and regulatory organisations we belong to or are governed by; • the police, other law- enforcement agencies, government agencies or regulatory authorities, and any other person or organisation if this is needed by law; and
- d. any other person, where necessary, to perform any insurance contract with you, so we can protect ourselves from risk or to make sure we meet with regulations or good governance.

#### Insurance Link:

We or the insurers on behalf of which we act may share information with the Insurance Link database, run by Insurance Ireland. This information includes identification details and the nature of any damage suffered by anyone involved in a claim, in some cases including types of injuries. This information may be shared with other insurers and/ or statutory authorities.

The purpose of engaging in this insurance industry service is to help us authenticate information provided to prevent fraud and protect customers and to assess information at underwriting stage. This helps prevent multiple claims on the same injury or damage, assists in investigating fraud and the integrity of information provided.

Where previous claims are identified through Insurance Link, the insurers on behalf of which we act and other insurers may exchange additional information on those claims, more information is available on Insurance Link at their website, [www.inslink.ie](http://www.inslink.ie)

#### How long do we keep your Personal Data for?

We will keep your Personal Data\* for as long as reasonably necessary to fulfil the purposes and to comply with our legal and regulatory obligations.

This will involve retaining some of your Personal Data\* for a reasonable period of time after your policy or your relationship with us has ended or after your claim is closed.

If you would like further information about the periods for which your personal data will be stored, please contact us at [icook@mxunderwriting.com](mailto:icook@mxunderwriting.com).

We also retain certain limited details beyond the above time periods in order to validate and handle any claims we receive after the statute of limitations has expired (late claims) and any claims we receive where the claimant was not aware of the damage until a long time after it was caused (latent claims). In these circumstances we retain information such as the policyholder's name, policy start and finish dates and cover details.

For late claims we will hold the data for a period of up to 25 years from the lapse or cancellation date of your policy or from the completion of a claim. For latent claims we will hold the data for up to 60 years from the lapse or cancellation date of your policy. In both cases, the data will only be used in the event that a new claim is made by or against you

#### Where are your details sent?

Your personal information, including sensitive personal information may be transferred to countries outside the European Economic Area including to our agents and service providers. We aim to make sure that the level of protection which applies to your personal information processed in these countries is similar to that applicable in the Republic of Ireland, for example, by using appropriate data transfer agreements.

#### Contacting you:

We will in all normal circumstances contact you via your appointed Insurance Broker. We may on occasion require to contact you directly. In the event that we need to contact you directly, this contact may be made by a number of communication methods in addition to traditional correspondence, by phone, email, text message or through digital and/ or other remote applications.

#### Why might we contact you?

We might contact you:

to ask for your feedback or views on the products and services we provide; or

where there is another genuine reason for doing so.

#### More information and contacting us:

You can ask us for a copy of the information we hold about you by writing to our Managing Director and enclosing a cheque for

€6.35. Please allow up to 40 days for us to send this information to you. You may also ask us to change or delete any information we hold about you.

For a full copy of this notice, including more details on how we may use your personal information for credit-reference and fraud-prevention purposes, please see the Security and Privacy Statement, which you can view by visiting [www.mxunderwriting.eu](http://www.mxunderwriting.eu). If you want to ask for a hard copy or have any questions about this notice, please contact us.

Details about our and the insurers on behalf of which we act obligations to you regarding your information is contained in the Data Protection Commissioner's Code of Practice on Data Protection for the Insurance Sector which you can view by visiting [www.dataprotection.ie](http://www.dataprotection.ie)

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