



## Insurance & Risk Management for the Marine Industries



Proud Partner of



## Important Notice

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

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

## Claims Procedure

If you wish to make a claim, please contact the insurance broker who arranged the insurance.

## Complaints Procedure

If you have a complaint:

Our aim is to get it right, first time every time. If you have a complaint, we will try to resolve it straight away but if we are unable to, we will confirm we have received your complaint within five working days and do our best to resolve the problem within four weeks. If we cannot, we will let you know when an answer may be expected.

If you have a complaint, please contact our Complaints Officer at:

ProMarine UW – a trading style of Pro MGA Solutions Europe GmbH  
Kamener Strasse 110  
D-59425 Unna  
Dortmund  
Germany

Email: [enquiries@promarineuw.com](mailto:enquiries@promarineuw.com)

## Using Personal Information

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

In order to provide our insurance services, we will collect certain information about you. The type of information that we collect will depend on our relationship with you.

For example, you may be a policyholder, prospective policyholder or a third party making a claim under an insurance policy.

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

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

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

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

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

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

If your Policy includes motor cover, your policy details will be added to the Motor Insurance Database (MID), run by the Motor Insurers Information Centre (MIIC).

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

### **Allianz Privacy Notice**

Allianz Global Corporate & Specialty SE's Privacy Notice is available at Privacy Notice ([allianz.com](https://allianz.com)) or by requesting a copy from: [AGCS-DATA-PROTECTION@ALLIANZ.COM](mailto:AGCS-DATA-PROTECTION@ALLIANZ.COM) or by post at ALLIANZ GLOBAL CORPORATE & SPECIALTY SE, Global Data Protection Officer, Dieselstrasse 8, 85774 Unterfoehring, Germany.

Before providing us with personal information about another individual you must (unless we agree otherwise):

(a) inform the individual about the content of this notice and our Privacy Notice; and (b) obtain their permission (where possible) to share their personal Information with us in accordance with the Privacy Notice

# Contents

	Page		Page
<b>The Contract of Insurance</b>	<b>1</b>		
<b>A. General (Terms &amp; Conditions)</b>	<b>2</b>	<b>E. Public, Products &amp; Ship Repairer's Liability Section</b>	<b>85</b>
General Definitions	2	Definitions	85
General Conditions	7	Cover	85
General Exclusions	12	Limit of Indemnity	89
		Exclusions	89
<b>B. Property, Equipment &amp; Plant Damage Section</b>	<b>17</b>	Endorsements	91
Definitions	17		
Cover	19	<b>F. Collision Liability Section</b>	<b>94</b>
Conditions	24	Definitions	94
Basis of Settlement	28	Cover	94
Exclusions	30	Extensions	95
Endorsements	33	Limit of Indemnity	95
		Conditions	95
Optional Extensions	35	Exclusions	95
B1 Vessels	35		
B2 Boat Builders	41	<b>G. Protection &amp; Indemnity Section</b>	<b>97</b>
B3 Goods in Transit	47	Definitions	97
B4 Money & Personal Accident	49	Cover	97
B5 Deterioration of Stock	52	Extensions	98
		Limit of Indemnity	98
<b>C. Business Interruption Section</b>	<b>54</b>	Exclusions	99
Definitions	54		
Cover	54	<b>H. Professional Indemnity Section</b>	<b>100</b>
Memoranda	55	Definitions	100
<b>Basis of Settlement</b>	<b>57</b>	Conditions	101
• Gross Profit	57	Operative Clauses	103
• Additional Increase in Cost of Working		Additional Cover	105
Gross Profit	59	Limit of Indemnity	105
• Gross Revenue	60	Exclusions	105
• Additional Increase in Cost of Working		Endorsements	107
Gross Revenue	61		
• Increase in Cost of Working	62		
<b>Extensions</b>	<b>63</b>		
Optional Extensions	67		
C1 Outstanding Debit Balances	67		
Exclusions	68		
Endorsements	72		
<b>D. Computer All Risks Section</b>	<b>73</b>		
Definitions	73		
Cover	74		
Extensions	75		
Additional Cover	76		
Conditions	76		
Basis of Settlement	80		
Exclusions	82		

## The Contract of Insurance

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

The Policy and the Proposal shall be read as one contract and unless otherwise state any word or expression to which a particular meaning has been given in the general definitions or specific Section definitions in this Policy shall bear the same meaning wherever it appears in the Policy or specific Section respectively and unless the context requires otherwise

- a) the singular includes the plural and vice versa
- b) the male gender includes the female and neutral genders
- c) person includes a body corporate
- d) the meaning of terms in accordance with Marine Law shall apply wherever such terms are used

# A. General (Terms and Conditions)

## General Definitions

- 1. Agent**  
The word 'Agent' shall mean any person company firm or subcontractor directly appointed by the Insured to act on their behalf
- 2. Ancillary Equipment**  
The words 'Ancillary Equipment' shall mean air conditioning equipment generating equipment voltage regulating equipment temperature and humidity recording equipment electronic access equipment heat and smoke detection equipment gas flooding cylinders pipework and computer room partitioning used solely in connection with Computer and Telecommunication Equipment
- 3. Anti-Theft Device**  
The words 'Anti-Theft Device' shall mean a device sold and marketed as a secure method of preventing theft or another security method approved by the Company
- 4. Bodily Injury**  
The words 'Bodily Injury' shall mean
  - (a) death injury disease or illness of any person
  - (b) mental injury or mental anguish and shock that results in a recognisable psychiatric injury
- 5. Business**  
The word 'Business' shall mean the business described in the Schedule carried on by the Named Insured at or from premises within the Territorial Limits and shall include
  - (a) the ownership and/or occupancy of the property by the Named Insured
  - (b) the provision and management by the Named Insured of catering sports social welfare and educational organisations fire first aid medical dental ambulance and security services
- 6. Company**  
The word 'Company' shall mean the Insurers of this policy.
- 7. Compensation**  
The word 'Compensation' shall mean compensatory damages imposed by law including interest which may be awarded on such damages
- 8. Computer and Telecommunication Equipment**  
The words 'Computer and Telecommunication Equipment' shall mean a network of machine components microprocessors computer chips or other computerised or electronic components or equipment capable of accepting information processing it according to a plan and producing the desired results  
  
Computer and Telecommunication Equipment includes fixed disks and tape drives printers visual display unit screens modems personal computers remote terminals interconnection wiring and telecommunication equipment
- 9. Computer Fraud**  
The words 'Computer Fraud' shall mean the dishonest or fraudulent electronic transfer through use of any computer system of Money securities or property or any other pecuniary advantage or financial benefit to the deprivation of a Third Party and for the purposes of this definition:-  
  
'securities' means negotiable and non-negotiable instruments or contracts representing either money or other property  
  
'property' means tangible property other than Money or securities  
  
Money shall include electronic cash equivalents  
  
Computer Fraud shall not include Computer Misuse

**10. Computer Misuse**

The words 'Computer Misuse' shall mean deliberate or accidental misuse abuse or contamination or corruption of hardware equipment software programs data records or information in relation to any computer

Computer Misuse shall include but not be limited to the modification destruction or theft of data or information entrusted to the Insured by the Insured's customers or suppliers that is held on the Computer or Telecommunication System

Computer Misuse shall not include Denial of Access and Computer Fraud

**11. Computer or Telecommunication System**

The words 'Computer or Telecommunication System' shall mean

- (a) Computer and Telecommunication Equipment and tapes disks CD's or other magnetic or optical storage devices and Ancillary Equipment that form part of a computer network used for any purpose other than as stated in (b) hereunder owned leased or rented by the Named Insured or for which they are legally responsible
- (b) Computer and Telecommunication Equipment and tapes disks CD's or other magnetic or optical storage devices and Ancillary Equipment that form part of a computer network owned leased or rented by the Named Insured or for which they are legally responsible used for the purpose of operating or controlling machinery or equipment

**12. Computer Virus**

The words 'Computer Virus' shall mean a piece of code that is designed to corrupt and which has the effect of corrupting (and may destroy alter contaminate or degrade the integrity quality or performance of) data or any computer application software computer network or computer operating system and related software

**13. Cybermedia**

The word 'Cybermedia' shall mean the internet usenet any extranet the world wide web any web-site e-mail or any bulletin board chatroom or newsgroup

**14. Deductible**

The word 'Deductible' shall mean the amount for which the Named Insured is responsible the application of which is further defined in General Exclusion 5

**15. Defined Peril**

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

**16. Denial of Access**

The words 'Denial of Access' shall mean the inability of a Third Party who is authorised to do so by the Named Insured

- (i) to gain access to the Computer or Telecommunication System

and / or

- (ii) to be able to use the Computer or Telecommunication System to communicate with other computers or computer networks

through the use of Cybermedia in a manner in which the Third Party is legally entitled



**17. Employee**

The word 'Employee' shall mean any

- (a) person under a contract of service or apprenticeship with the Named Insured
- (b) labour only sub- contractor or labour master or any person supplied by them
- (c) self-employed person providing labour only
- (d) person hired to or borrowed by the Named Insured
- (e) person under work experience or similar schemes

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

**18. Event**

The word 'Event' shall mean an occurrence or series of occurrences consequent on or attributable to one source or original cause giving rise to indemnity under this Policy

**19. Hacking Event**

The words 'Hacking Event' shall mean an attack which allows unauthorised access to the Computer or Telecommunication System by electronically circumventing the security systems and procedures

**20. Inception Date**

The words 'Inception Date' shall mean the date on which the Policy becomes effective

**21. Infringement of Intellectual Property Rights**

The words 'Infringement of Intellectual Property Rights' shall mean

- (a) the infringement or violation of any:-
  - copyright patent
  - title slogan trade mark trade name trade dress
  - service
  - mark service name
  - registered design
  - trade secrets
  - moral rights
  - database rights
  - semiconductor topography rights
  - or other intellectual property rights or laws
- (b) plagiarism or any act of passing off or unauthorised use or appropriation of confidential information or domain name or metatag or Uniform Resource Location

**22. Injury**

The word 'Injury' shall mean:-

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

**23. Insured**

The word 'Insured' shall include

- (i) the Named Insured



- (ii) at the request of the Named Insured
  - (a) any director partner Employee or volunteer worker of the Named Insured in respect of liability for which the Named Insured would have been entitled to indemnification under this insurance if the claim had been made against the Named Insured
  - (b) any officers committees or members of the catering sports social welfare health and safety and educational organisations fire first aid medical dental ambulance and security services owned by the Named Insured in their respective capacities as such
  - (c) any officers or trustees of the Named Insured's pension scheme(s)
- (iii) the legal personal representative of any party covered hereunder in accordance with paragraph (ii) above

Provided that

- (a) each party covered hereunder shall observe fulfil and be subject to the terms and conditions of the Policy insofar as they can apply
- (b) the Company's aggregate liability to all persons firms bodies corporate or entities comprising the Named Insured and any other party or parties shall not exceed any of the specified amounts detailed in the Schedules as sums insured or limits of indemnity or the amount of any other limit stated in the Policy

#### **24. Money**

The word 'Money' shall mean current coin bank and currency notes postal and money orders bankers drafts cheques giro drafts and payment orders travellers cheques crossed warrants bills of exchange current postage revenue and national insurance stamps stamped national insurance cards national savings certificates war bonds premium savings bonds franking machine impressions debit/credit/charge card sales vouchers luncheon vouchers trading stamps VAT input documents travel tickets travel warrants authenticated travel certificates telephone paycards and consumer redemption vouchers

Money shall include electronic cash equivalents for the purposes of the Network Security Section

Money shall include securities for money for the purposes of the Property Damage Section and any optional extension applicable thereto

#### **25. Named Insured**

The words 'Named Insured' shall mean persons firms bodies corporate or entities as specified in the Schedule or their legal personal representative

#### **26. Period of Insurance**

The words 'Period of Insurance' shall mean the period stated in the Schedule (unless there is a renewal certificate applicable to the Policy in which case they shall mean the period stated in the latest renewal certificate )

#### **27. Policy**

The word 'Policy' shall mean this policy document comprising its general definitions conditions and exclusions and the Sections stated as operative in the Schedule and any Schedule and endorsement applicable thereto

#### **28. Premises and Business Premises**

The word 'Premises' shall mean buildings with their grounds and or yards at the addresses described in the List of Premises & Other Locations Schedule attaching to the Schedule forming part of this Policy and identified by the 'Premises Code' shown against it

The words 'Business Premises' shall mean those Premises which the Named Insured own occupy or are responsible for

#### **29. Proposal**

The word 'Proposal' shall mean all information provided and all statements or declarations made to the Company by or on behalf of the Named Insured

**30. Professional Healthcare Services**

The words 'Professional Healthcare Services' shall mean the medical treatment rendered by members of the health care professions including medical and dental practitioners nurses and midwives professions allied to medicine ambulance personnel laboratory staff and relevant technicians or by others consequent on decisions or judgements made by members of those professions acting in their professional capacity on relevant work

**31. Renewal Date**

The words 'Renewal Date' shall mean the first day immediately subsequent to the expiry of the Period of Insurance

**32. Schedule**

The word 'Schedule' shall mean the Schedule to the Policy

**33. Territorial Limits**

The words 'Territorial Limits' shall mean within the European Economic Area

**34. Third Party**

The words 'Third Party' shall mean a person firm or company other than the Insured

**35. Vessel**

The word 'Vessel' shall mean a boat or other watercraft comprised of its hull together with the Vessel's Machinery gear and equipment including masts spars and sails

Vessel shall not include

- (a) consumables excepting fuel on board
- (b) the trailer for the Vessel
- (c) the personal property of any person
- (d) fishing sporting equipment or diving equipment
- (e) moorings not carried on board

**36. Vessel's Machinery**

The words 'Vessel's Machinery' shall mean

- (a) engines
- (b) electrical and electronic equipment
- (c) cables
- (d) hydraulic equipment
- (e) pipings and fittings
- (f) boilers
- (g) shafts all either
  - (i) attached to a Vessel or temporarily removed or
  - (ii) allocated to a Vessel and not attached

**37. Waterborne**

The word "Waterborne" shall mean whilst upon water or at mud berth below high-water mark including any launch or lifting operations

## **General Conditions**

**1. Condition Precedent**

The due observance of the terms provisions and amendments of this Policy by the Insured insofar as they relate to anything to be done or complied with by the Insured and the truth of the statements and answers and information supplied on or in connection with the Proposal shall be a condition precedent to any liability of the Company to make any payment under this Policy

**2. Misrepresentation and Fraud**

This insurance shall be voidable

- (a) if the Insured has concealed or misrepresented and/or failed to declare any fact or circumstance material to the insurance or its subject matter

or

- (b) if the Insured or anyone acting on the Insured's behalf has committed fraud attempted fraud or sworn falsely concerning this insurance or its subject matter

whether before or after loss

If the Insured notifies any claim knowing it to be false or fraudulent as regard amount or otherwise this Policy shall become void and all claims hereunder shall be forfeited

**3. Alteration**

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

**4. Assignment**

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

**5. Reasonable Care**

The Insured at its own expense shall

- (a) take all reasonable precautions to prevent or diminish losses or liability arising in connection with the insured risks
- (b) comply with all statutory obligations and regulations imposed by any authority

**6. Claims (Duties owed by the Insured)**

This condition does not apply to the Professional Indemnity Section and Professional Indemnity (Including Products) Section The Professional Indemnity Section and Professional Indemnity (Including Products) Section is subject to its own Claims (Duties owed by the Insured) condition

**Special Definition**

The words 'Letter of Claim' where used in this condition shall mean any request in writing indicating an intention to claim against the Insured that specifies sufficient information about the incident to enable it to be investigated and includes at least preliminary information as to the nature of the injury or damage sustained and as defined in any protocols issued under the Civil Procedure Rules (or any amendments or supervening legislation)

- (a) If circumstances should exist and/or on the happening of any Event which may give rise to a claim under this Policy the Insured shall as soon as possible give notice thereof to the Company in writing
- (b) In respect of third party liability claims any pre- action Letter of Claim should be acknowledged within twenty- one days of receipt providing details of this Policy and a copy of both the pre- action Letter of Claim and the response shall be forwarded to the Company at the same time
- (c) Every writ summons or claim form process impending prosecution notice requiring arbitration notice of an inquest or fatal accident inquiry in connection with any such circumstance or event aforesaid shall be immediately forwarded to the Company unacknowledged
- (d) Other than as prescribed in (b) within thirty days (seven days in the case of Damage caused by riot civil commotion strikers locked-out workers persons taking part in labour disturbances or

malicious persons if insured by this Policy) of any circumstance or Event aforesaid or such further time as the Company may in writing allow the Insured shall give full particulars of the circumstance or event

- (e) The Insured if required by the Company shall attend all proceedings and assist the Company in the giving of evidence and the attendance of witnesses and shall give the Company all information and assistance and do and concur in doing whatever the Company may require in connection with any circumstance event or claim
- (f) Following receipt by the Insured of a pre-action Letter of Claim the Insured shall within forty five days provide to the Company copies of all documents records and minutes of meetings necessary to consider the claim fully The Insured shall also give to the Company all such proofs and information with respect to any claim as the Company may require together with (if demanded) a statutory declaration of the truth of such claim and of any matters relating thereto
- (g) The Insured shall bear their own costs and expenses under this Condition unless specific cover is provided within any Section of the Policy
- (h) No admission offer promise payment or indemnity shall be made or given by or on behalf of the Insured without the written consent of the Company

**7. Claims (Company's rights)**

*This condition does not apply to the Professional Indemnity Section and Professional Indemnity (Including Products) Section The Professional Indemnity Section and Professional Indemnity (Including Products) Section is subject to its own Claims (Company's rights) condition*

- (a) The Company may
  - (i) investigate handle and control any claim notified to it at its absolute discretion and may settle compromise or make ex-gratia payments in respect thereof and generally conduct any proceedings process or actions related to such claim as it deems appropriate and the costs incurred by the Company in this undertaking shall be subject to any Deductible shown in the relevant Section Schedule under which the claim is being brought by the Insured irrespective of whether an indemnity is subsequently provided to the Insured in respect of such claim
  - (ii) at its discretion take over and control the legal representation of the Insured at any inquest inquiry or other proceedings in any Court concerning any matter that has or may give rise to a claim hereunder and/or the defence and settlement of any claim The Company shall conduct such representation and defence and settlement of claims as it sees fit so to do In the event that the Company makes any payment the Insured will on demand pay to the Company the amount of the Deductible applicable
- (b) The Company may at any time pay to the Insured the amount of the Limit of Indemnity (less any sum already paid and less the amount of any Deductible) or any lesser amount for which any claim or claims can be settled and shall then cease to have the conduct and control of the negotiations actions or proceedings and be under no further liability in respect of such claim or claims except for costs and expenses incurred prior to the date of such payment for which the Company is liable hereunder The Company shall not be responsible for any loss which the Insured may claim to have sustained by reason of the Company having acted in such a way

**8. Subrogation**

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

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

**9. Contribution**

*This condition does not apply to the Professional Indemnity (Including Products) Section Network Security Section or Cybermedia Liability Section*

If at the time any claim arises under this Policy there be any other insurance effected by or on behalf of the Insured covering the same property and/or same liability and/or same protection the Company will not be liable to pay or contribute more than its rateable proportion of any such claim and costs and expenses in connection therewith

**10. Arbitration**

If any difference shall arise between the Company and the Insured as to the amount to be paid under this Policy (liability being otherwise admitted) such difference (provided it does not concern the interpretation of the terms of the Policy) shall be referred to an arbitrator to be appointed by the parties in accordance with the Statutory provisions for the time being in force Where any difference is by this Condition to be referred to arbitration the making of an award shall be a condition precedent to any right of action against the Company

**11. Policy Interpretation**

The parties to this contract are able to choose the law applicable to this Policy and they agree that the Policy and any dispute concerning its interpretation or application is to be subject to and to be construed in accordance with Irish law Each party agrees to submit if required to the jurisdiction of any Court of competent jurisdiction within Ireland and to comply with all requirements necessary to give such Court jurisdiction

**12. Cross Liabilities**

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

Provided that

- (a) the Company shall not indemnify the Named Insured against liability for which an indemnity is or would be granted under any Employers Liability
- (b) in respect of claims under the Professional Indemnity Section (where operative) this condition will only apply where the claim does not emanate originally from the Named Insured

**13. Contracts (Rights of Third Parties) Act 1999**

A person firm body corporate or entity who is not the Named Insured has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Policy but this does not affect any right or remedy of a third party which exists or is available apart from that Act

**14. Premium Adjustment**

Where in the Schedule any Section of this Policy is shown to be subject to a premium adjustment the Named Insured shall within one month of the expiry of the Period of Insurance forward to the Company such information as the Company may require The Company shall thereupon adjust the premium subject to any minimum premium specified by the Company

**15. Cancellation**

This insurance or any cover included herein may be cancelled at any time by the Company by giving at least thirty days notice by Recorded Delivery letter to the Named Insured at the last known address The Named Insured shall be entitled to the return of a proportionate part of the premium corresponding to the unexpired Period of Insurance

Where the premium payable is subject to an instalment plan and the deposit premium has not been paid to the Company within a specified time from the commencement of the Period of Insurance the Policy shall be treated as cancelled from such commencement date

**16. Risk Improvements**

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

The Company reserves the right to review all the terms and conditions of the Policy following the survey or surveys

**17. Jurisdiction**

This condition does not apply to the Cybermedia Liability Section

Any indemnity provided by this Policy in respect of legal liability to pay Compensation (including claimants costs and expenses) shall operate in accordance with the law of any country but not in respect of any judgement award payment or settlement made within countries which operate under the laws of the United States of America or Canada (or to any order made anywhere in the world to enforce such judgement award payment or settlement either in whole or in part) unless the Named Insured has requested that there shall be no such limitation and has accepted the terms of the North American Jurisdiction extension clause which may form part of any Section of this Policy and has agreed to pay any additional premium required by the Company

**18. Housing Grants Construction and Regeneration Act**

This Policy shall not indemnify the Named Insured in respect of any claim loss liability or cost and expense incurred in connection with any dispute or matter being referred to adjudication

Notwithstanding the above it is understood and agreed that any indemnity provided by this Policy in respect of legal liability to pay Compensation and claimants' and defence costs and expenses shall apply to indemnify for the liability of the Named Insured including any fees payable by the Named Insured as if they were defence costs and expenses as indemnified for under the Policy arising under a decision of an adjudicator relating to claims made against the Named Insured referred to adjudication in accordance with an adjudication clause contained in a contract (hereinafter termed 'the Contract') to comply with the Housing Grants Construction and Regeneration Act 1996 or any other similar adjudication clause

Provided always that as a condition precedent to coverage being afforded hereunder the Named Insured undertakes to comply with both A and B as follows

**A Policy Conditions**

- (i) to give written notice to the Company within 72 hours upon receipt of a 'notice of adjudication' and /or a 'referral notice' pursuant to the Scheme For Construction Contracts Regulations 1997 and/or any adjudication notice pursuant to contract
- (ii) to promptly supply the Company with all details relating to any reference to adjudication including copies of all documentation made available to the Named Insured or subsequently by the Named Insured to the adjudicator
- (iii) to meet any request direction or timetable of the adjudicator
- (iv) to permit the Company to pursue legal arbitration or other proceedings in the name and on behalf of the Named Insured in respect of any decision direction award or the exercise of any power of the adjudicator and the Named Insured shall give all such assistance as may be reasonably required from the Company in relation to such proceedings and the cost of any such proceedings shall be indemnified for as if they were defence costs and expenses as indemnified for under the Policy
- (v) not to agree to accept the decision of the adjudicator as finally determining the dispute without the prior written consent of the Company
- (vi) to satisfy the Company that any liability incurred by an adjudicator's decision for which indemnity is sought would otherwise be the subject of indemnity under this Policy
- (vii) to undertake that should indemnity be provided in relation to an adjudication such indemnity shall not be treated as a waiver of the rights of the Company under the Policy and where subsequent investigation of the circumstances reveal material facts that would have entitled the Company to decline an indemnity then in these circumstances the Company shall be entitled to a full recovery of all payments made in connection with such indemnity from the Named Insured

## **B Conditions relating to the Contract**

- (i) the adjudication provisions in the Contract shall
  - (a) provide that the adjudicator must be independent of the parties to the dispute
  - (b) not allow for the adjudicator's decision to finally determine the dispute
  - (c) not allow the adjudicator to disregard the legal entitlements of the parties in order to reach a decision based on commercial considerations
- (ii) the Contract must not place any conditions upon the timing of commencement of legal or arbitration proceedings (which for the avoidance of doubt does not apply to adjudication proceedings)

Any dispute or difference arising between the Named Insured and the Company shall be referred to the arbitration of a Queen's Counsel to be agreed upon by both parties or in the absence of agreement by a Queen's Counsel nominated by the Chairman of the Bar Council. The Company agrees to pay the costs of such referral except in instances where indemnity has been denied and the Queen's Counsel upholds such decision.

### **19. Aggregate Limits of Indemnity**

Where in respect of any Event indemnity is provided under more than one of the following Sections

- (a) Public & Products Liability Section
- (b) Collision Liability Section
- (c) Protection and Indemnity Section

it is agreed that the financial limit of the Company's liability in respect of such indemnity under all such Sections in the aggregate for all claims arising out of such Event shall not exceed the amount of any one Section Limit of Indemnity and which shall be the amount of the highest individual Limit of Indemnity provided under such Sections where such Limit of Indemnity vary.

Provided always that under any one Section the Limit of Indemnity applicable thereunder shall continue to be financial limit of the Company's liability in respect of indemnity provided thereunder.

### **20. Competent Navigation of Vessels**

The Named Insured shall ensure that any person navigating or in control of the Insured Vessel is qualified to do so and such navigation or control is with the permission of the Named Insured.



# General Exclusions

The Company shall not be liable

## 1. War and Allied Risks; Dispossession of Property; Radioactive Contamination

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

- (a) war invasion act of foreign enemy hostilities or warlike operations (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power
- (b) capture seizure arrest restraint or detainment (barratry and piracy excepted) and the consequences thereof or any attempt thereat
- (c) derelict weapons of war including derelict mines torpedoes bombs or other weapons of war

## 2. Property Coverages - Terrorism

under the

- (a) Property Damage Section
- (b) Business Interruption Section
- (c) Computer All Risks Section

where operative or any Optional Extension Clauses or endorsements attaching thereto or under any Difference in Conditions or Limits Provision of the Policy where operative for loss destruction or damage or cost or expense of whatsoever nature directly or indirectly caused or occasioned by or happening through or in consequence of a Terrorist Act or any action taken in controlling preventing suppressing or in any way relating to a Terrorist Act other than in respect of loss destruction or damage in England and Wales and Scotland to the extent provided this Policy where operative In any action suit or other proceedings where the Company alleges that by reason of the term "Terrorist Act" any loss destruction or damage or cost or expense of whatsoever nature is not covered by this Policy the burden of proving that such loss destruction or damage or cost or expense is covered shall be upon the Insured

### For the purposes of this exclusion:

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

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

- (b) in respect of loss destruction or damage in England and Wales and Scotland other than loss destruction or damage as described in (a) (ii) above the words "Terrorist Act" shall mean acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty's government in the United Kingdom or any other government de jure or de facto
- (c) the words 'Difference in Conditions or Limits Provision' shall mean any provision contained within the Policy which provides that should any policy issued to indemnify any subsidiary company of the Named Insured which operates from premises outside Great Britain Northern Ireland the Channel Islands or the Isle of Man (hereinafter called the "Locally Issued Policy") by virtue of its scope of cover or definitions or conditions not indemnify the Insured in whole or in part in respect of loss destruction or damage as insured under the Policy at such premises then the Policy subject to its terms and conditions shall provide indemnity to the extent that such

indemnity is not provided by the relevant Locally Issued Policy but which would have been provided had the Locally Issued Policy followed the terms and conditions of this Policy

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

**3. Liability Coverages - Terrorism**  
under the

- (a) Public and Products Liability Section
- (b) Professional Indemnity Section
- (c) Collision Liability Section
- (d) Protection and Indemnity Section

where operative or any Optional Extension Clauses or endorsements attaching thereto or under any Difference in Conditions or Limits Provision of the Policy where operative for legal liability loss damage cost or expense of whatsoever nature directly or indirectly caused or occasioned by or arising from a Terrorist Act or any action taken in controlling preventing suppressing or in any way relating to a Terrorist Act

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

**For the purposes of this exclusion:**

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

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

**4. Deductible**

In respect of the amounts stated in any Schedule as a Deductible for the first part of each and every claim hereunder under one or more Sections of this Policy in respect of an Event as ascertained after the application of the terms conditions and provisions of this Policy including any condition of average and which shall apply to costs and expenses incurred by the Company in investigating such claim irrespective of whether an indemnity is subsequently provided to the Insured

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

- (a) in respect of the Public and Products Liability Section and Collision Liability Section and Protection and Indemnity Section and Professional Indemnity Section and Cybermedia Liability Section where insured

All claims attributable to

- (i) the same act or omission
- (ii) a series of acts or omissions consequent upon or attributable to the same original cause or source

will be regarded as one claim for which the Company's liability shall not exceed any of the specified amounts detailed in the Schedules as limits of indemnity or the amount of any other

limit stated in the Policy

The amount of the Deductible shall form part of such limit of indemnity and for the avoidance of doubt the limit of indemnity shall not apply in excess of the amounts stated as a Deductible

- (b) in respect of the Public and Products Liability Section and Collision Liability Section and Protection and Indemnity Section where an Event gives rise to indemnity under more than one of the aforementioned Sections only one Deductible shall be applied and which shall be the highest individual amount in those circumstances where these amounts vary
- (c) in respect of the Property Damage Section and Business Interruption and Computer All Risks Section where insured
  - (i) loss or damage arising from one Event which affects one or more Premises of the Insured
  - (ii) loss or damage to insured property arising during any one period of 72 consecutive hours and caused by storm tempest flooding or escape of water from tanks apparatus or pipes

shall be deemed a single Event and be treated as one claim

- (d) in respect of the Property Damage Section Optional Extension — Vessels and Property Damage Section Optional Extension — Boat Builders note this Exclusion does not apply to
  - (i) total or constructive total loss of a Vessel
  - (ii) salvage claims
  - (iii) general average claims
  - (iv) costs arising from sighting of the bottom of a Vessel following stranding
- (e) in respect of the Property Damage Section together with its Optional Extension - Vessels and Optional Extension - Boat Builders where an Event gives rise to indemnity under more than one of the aforementioned Section and Optional Extensions only one Deductible shall be applied and which shall be the highest individual amount in those circumstances where these amounts vary

## **5. Cyber Risk — Third Party**

in so far as indemnity would otherwise be provided under the Public and Products Liability Section Professional Indemnity Section and Professional Indemnity (Including Products) Section where operative or any Optional Extension Clauses or endorsements attaching thereto in respect of all sums which the Insured shall become legally liable to pay as Compensation and claimants' and defence costs and expenses for and arising out of

### **(1) Defamation and Intellectual Property Rights**

- (a) Defamation or malicious falsehood including libel slander injurious falsehood trade libel slander of title slander of goods or disparagement of goods
- (b) Infringement of Intellectual Property Rights

which is committed or occasioned through the use of Cybermedia

### **(2) Personal Rights**

- (a) Infringement of any right to privacy (other than in relation to Data Protection) including privacy in photographs and films or rights under the European Convention on Human Rights
- (b) Breach of confidence or unauthorised disclosure
- (c) Unfair treatment that is based on a person's age ethnic background marital status nationality physical or mental disability race colour religion sex or sexual orientation

which is committed or occasioned through the use of Cybermedia

**(3) Computer Virus**

Transmission of any Computer Virus through the use of Cybermedia but this exclusion shall not apply to Bodily Injury or physical damage to tangible property including any resulting loss of use of that property other than

- (a) physical damage to hardware and ancillary equipment and
- (b) for the avoidance of doubt loss destruction of corruption of or damage to software programs data or information

in relation to any computer

**(4) Data Protection**

Contravention of the requirements of the Data Protection Act 1998 which is committed or occasioned through the use of Cybermedia

**(5) Computer Fraud and Computer Misuse**

Computer Fraud or Computer Misuse committed or occasioned through the use of Cybermedia but in respect of Computer Misuse this exclusion shall not apply to Bodily Injury or physical damage to tangible property including any resulting loss of use of that property other than

- (a) physical damage to hardware and ancillary equipment and
- (b) for the avoidance of doubt loss destruction of corruption of or damage to software programs data or information

in relation to any computer

**(6) Denial of Access**

- (a) Denial of Access

**6. Punitive and other non-compensatory Damages**

in respect of

- (a) exemplary damages
- (b) punitive damages
- (c) aggravated damages
- (d) liquidated damages or damages by way of penalty or fine
- (e) damages resulting from the multiplication of compensatory damages or any payment similar in nature to any of a) b) c) or d) above

General Exclusion 6(d) does not apply to the Protection and Indemnity Section in accordance with the Merchant Shipping Act 1995

**7. Liability Coverages - Asbestos**

insofar as indemnity would otherwise be provided under the

- (a) Public and Products Liability Section
- (b) Collision Liability Section
- (c) Protection and Indemnity Section
- (d) Professional Indemnity Section

where operative or any Optional Extension Clauses or endorsements attaching thereto in respect of legal liability inclusive of claimants' and defence costs and expenses directly or indirectly resulting from caused by contributed to attributed to or in any way related to

- (a) the actual alleged or threatened absorption ingestion or inhalation of asbestos in any form by any person

or

- (b) the existence of asbestos in any form

**8. Liability Coverages — Silica**

insofar as indemnity would otherwise be provided the Company shall not be liable to indemnify the Insured under the

- (e) Public and Products Liability Section
- (f) Collision Liability Section
- (g) Protection and Indemnity Section
- (h) Professional Indemnity Section

where operative or any Optional Extension Clauses or endorsements attaching thereto in respect of legal liability inclusive of claimants' and defence costs and expenses arising out of an Event occurring within the United States of America its territories and possessions Puerto Rico and Canada directly or indirectly resulting from caused by contributed to attributed to or in any way related to

- (a) the actual alleged or threatened absorption ingestion or inhalation of
  - (i) silica in any form by any person or
  - (ii) silica in any form in combination with other particulate suspension(s) or dust(s) by any person

or

- (b) the existence of silica in any form or in combination with other particulate suspension(s) or dust(s)

**9. Racing Risks Exclusion**

In respect of any loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever arising therefrom or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused arising whilst any vessel being the property of the Named Insured is participating in racing or speed tests or any trials in connection therewith

**10. Date Recognition**

In consequence of

- (i) Damage directly or indirectly caused by or consisting of and or
- (ii) legal liability of any nature directly or indirectly contributed to by or arising from

the failure of any computer or other equipment or system for processing storing or retrieving data whether the property of the Insured or not and whether occurring before during or after the year 2000

- (a) correctly 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 as its true calendar date
- (c) to capture save retain and 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 the inability to capture save retain or correctly to process such data on or after any date

but in respect of paragraph (i) above this shall not exclude subsequent Damage not otherwise excluded which itself results from a Defined Peril or theft or attempted theft where such failure is not the result of wilful misconduct by the Named Insured and the Named Insured has undertaken all reasonable efforts to prevent such failure and to mitigate the consequences of any such failure

## B. Property, Equipment & Plant Damage Section

### Definitions

In this Section the following terms shall have the following meanings

**1. Buildings**

The word 'Buildings' shall mean the buildings at the Business Premises and includes

- (a) landlord's fixtures and fittings therein and thereon
- (b) outbuildings annexes and extensions
- (c) walls gates lock gates fences canopies and signs
- (d) car parks yards and pavements
- (e) slipways piers jetties quays docks gangways pontoons moorings
- (f) telephone gas water and electric installations oil tanks piping ducting cable wires and associated control gear and accessories on the Business Premises and extending to the public mains but only to the extent of the Named Insured's responsibility
- (g) man-made foundations
- (h) drains and sewers within the perimeter of the Business Premises but only to the extent of the Named Insured's responsibility
- (i) all Glass including framework alarm strips or fittings and lettering thereon

**2. Damage or Damaged**

The words 'Damage' or 'Damaged' shall mean for the purposes of this Section accidental loss or destruction of or damage to the Property Insured

**3. Data**

The word 'Data' shall mean facts concepts and/or information converted to a form useable in the Named Insured's computer operations owned leased or rented by the Named Insured or for which they are legally responsible

**4. Fixed Media**

The words 'Fixed Media' shall mean Media integral to Computer and Telecommunication Equipment

**5. Glass and Sanitary Ware**

The word 'Glass' shall mean flat annealed fixed glass toughened and laminated glass illuminated signs and electric light fittings at the Business Premises

The words 'Sanitary Ware' shall mean wash basins lavatory pans or other sanitary fittings at the Business Premises

**6. In Transit**

The words 'In Transit' shall mean whilst in the course of a journey by any means including the process of

- (i) loading and unloading
- (ii) temporarily housing during transit for a period of no more than 30 days (excluding storage at rental or under contract for storage packing and/ or distribution)

and concluding when the Property has either been placed at the Premises or receipt acknowledged by a consignee

**7. Machinery Plant and All Other Contents**

The words 'Machinery Plant and All Other Contents' shall include

- (a) fixtures and fittings other than landlord's fixtures and fittings
- (b) tenants improvements alterations and decorations
- (c) office equipment other than as described in (g) and (h) below
- (d) deeds plans designs documents manuscripts business books and records (other than property and Programs and/or Data described in (g) and (h) below) but only for their value as materials together with the cost of clerical labour expended in reproducing them and not for the value to the Named Insured of the information contained therein
- (e) patterns models and moulds up to the value as materials and the cost of labour to reinstate them in so far as they are not otherwise insured
- (f) directors' partners' Employees' and visitors' pedal cycles tools instruments and other personal effects up to a limit of €500 per person

within the Buildings but not Stock or Money or Vessels or Vessel's Machinery or other Property Insured specified in the Schedule

Additionally where there is not a Computer All Risks Section forming part of this Policy the words 'Machinery Plant and All Other Contents' shall include

- (g) Computer and Telecommunication Equipment (including Fixed Media and Unfixed Media for their value as materials but not Programs or Data) and Ancillary Equipment
- (h) additionally in the event of accidental loss distortion corruption or erasure of Programs and/or Data recorded on Fixed Media and/or Unfixed Media insured by this Section the Company will pay the costs necessarily and reasonably incurred by the Named Insured the Reinstatement of Programs and /or the Reinstatement of Data but not for the value to the Named Insured of the Data contained therein

and

- (ii) associated documentation and source materials excluding the value to the Named Insured of the information contained therein for an amount not exceeding €25,000 in respect of any one claim or claims arising from an Event

within the Buildings but not Stock or other Property Insured specified in the Schedule

**6. Media**

The word 'Media' shall mean solely the materials on which Data and/or Programs are recorded

**7. Programs**

The word '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 Named Insured or for which they are legally responsible

**8. Property and Property Insured**

The words 'Property' and 'Property Insured' shall mean as described in the Schedule and Specification forming part of this Section

**9. Reinstatement of Data**

The words 'Reinstatement of Data' shall mean the reinstatement of Data following accidental loss distortion corruption or erasure of such Data

**10. Reinstatement of Programs**

The words 'Reinstatement of Programs' shall mean the reinstatement of Programs following accidental loss distortion corruption or erasure of such Programs



- 11. Rent**  
The word 'Rent' shall mean periodic payments made to the Named Insured or by the Named Insured for the lease of Buildings
- 12. Stock**  
The word 'Stock' shall mean stock merchandise goods held in trust materials of trade and finished goods which the Named Insured owns or for which the Named Insured is responsible but not Vessels
- 13. Unfixed Media**  
The words 'Unfixed Media' shall mean Media (other than Fixed Media and paper records of any description) owned by or leased hired or rented to the Named Insured
- 14. Working Hours**  
The words 'Working Hours' shall mean the whole period during which the vehicle is being used by its driver in connection with the Business of the Named 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

## **Cover**

- 1. General**  
If during the Period of Insurance the Property Insured described in the Schedule or any part thereof shall be Damaged (other than by an excluded cause) the Company will pay to the Named Insured the value of the Property, Machinery Plant, All Other Contents or Stock or the amount of the Damage at the time of the happening of such Damage in accordance with the Basis of Settlement (or as otherwise provided for herein) or at the Company's option reinstate replace or repair such Property or any part thereof provided that the liability of the Company shall in no case exceed in respect of each insured item the Sum Insured for that item in the Schedule or in the whole the total sum insured
- 2. Temporary Removal**  
Subject to the limit specified in the Schedule the insurance on Property Insured by this Section at the Premises is covered whilst temporarily away from the Premises within the Territorial Limits during the Period of Insurance for the purposes of renovation repair service or cleaning
- This clause does not cover
- (a) Damage to explosives goods any other goods of a dangerous nature deeds plans designs documents manuscripts business books computer system records or Money
  - (b) Damage to Property resulting from dishonesty fraudulent actions trick or device or other false pretence of any Employee of the Named Insured
  - (c) Property more specifically insured under the Optional Extension Clause — Goods in Transit
- 3. Mortgagee/Freeholder/Lessor**  
The interest of the mortgagee/freeholder/lessor in the insurance by this Section shall not be prejudiced by any act or neglect of the Named Insured or occupier of any Building hereby insured whereby the risk of Damage is increased without the authority or knowledge of the mortgagee/freeholder/lessor provided the mortgagee/freeholder/lessor shall immediately on becoming aware thereof give notice in writing to the Company and pay an additional premium if required
- 4. Non-invalidating**  
Notwithstanding General Conditions 1 and 2 the insurance by this Section shall not be invalidated by any act or omission or by any alterations in respect of any portion of the Premises hereby insured not occupied by the Named Insured whether constituting an increase in risk or not unknown to the Named Insured provided that immediately the Named Insured becomes aware thereof shall give notice to the Company and pay an additional premium if required
- 5. Workmen**  
Workmen are allowed in or about any of the Premises for the purpose of carrying out minor alterations minor repairs decorations and maintenance without prejudice to this insurance

**6. Architects' Surveyors' Legal and Other Fees**

The insurance in respect of Property Insured as specified in the Schedule unless insured by a separate item includes an amount in respect of architects' surveyors' legal and other professional fees necessarily incurred in the reinstatement of the Property Insured consequent upon Damage thereto but not for preparing any claim it being understood that the amount payable for such fees shall not exceed those authorised under the scale of charges of the respective professional bodies at the time of such reinstatement and provided that

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

**7. Automatic Reinstatement**

In the absence of written notice by the Company or the Named Insured to the contrary within 30 days of notification of any loss then in consideration of the insurance not being reduced by the amount of any loss the Named Insured shall pay the appropriate extra premium on the amount of the loss from the date thereof to the expiry of the Period of Insurance

**8. Capital Additions**

The insurance on items specified in the Schedule in respect of Buildings and or Machinery Plant and All Other Contents extends to include

- (a) alterations additions and improvements to Property Insured (but not appreciation in value thereof)
- (b) newly acquired and/or occupied property insofar as the same are not otherwise insured anywhere within the Territorial Limits
- (c) Provided that
  - (i) at any one situation this cover shall not exceed 15% of the Sum Insured under the relevant item or €500,000 in the aggregate whichever is the less
  - (ii) the Named Insured shall advise the Company as soon as practicable and in any event within 3 months of any such newly acquired and/or occupied property
  - (iii) the Named Insured shall pay to the Company any additional premium due

**9. Removal of Debris**

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

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

as a result of Damage insured by this Section

Provided that

- (i) The Company will not pay for any costs or expenses
  - (a) incurred in removing debris except from the site of such Property Damaged and the area immediately adjacent to such site
  - (b) arising from the pollution or contamination of property not insured by this Section
- (ii) unless (iii) below applies the Company's liability for Damage and removal of debris shall not exceed in total the Sum Insured in respect of each insured item of Property Insured

- (iii) where there is a specific item in the Schedule for removal of debris the Company will pay for costs or expenses incurred in removing debris only to the extent described in such item in the Schedule and the Company's liability shall not exceed the Sum Insured in respect of such item in respect of any one claim or claims arising from an Event

**10. European Community and Public Authorities Clause (including Undamaged Property)** Subject to the following special conditions the insurance in respect of Property as specified in the Schedule extends to include such additional cost of reinstatement as may be incurred solely by reason of the necessity to comply with the stipulations of

- (a) European Community Legislation or
- (b) Building or other Regulations under or framed in pursuance of any Act of Parliament or Bye-Laws of any Public Authority or the Company's Requirements to replace in accordance with the current LPC Sprinkler Rules the automatic sprinkler installation which already conforms to 28th Edition rules or conformed to the 29th Edition of the LPC rules when installed but fails to conform to subsequent amendments to those rules

(hereinafter referred to as the Stipulations) in respect of

- the Damaged Property thereby insured
- undamaged portions thereof

excluding

- (a) the cost incurred in complying with the Stipulations
  - (i) in respect of Damage occurring prior to the granting of this extension
  - (ii) in respect of loss destruction or damage not insured by the Section
  - (iii) under which notice has been served upon the Named Insured prior to the happening of the Damage
  - (iv) for which there is an existing requirement which has to be implemented within a given period
  - (v) in respect of Property entirely undamaged by any peril hereby insured against
- (b) the additional cost that would have been required to make good the Property Damaged to a condition equal to its condition when new had the necessity to comply with the Stipulations not arisen
- (c) the amount of any charge or assessment arising out of capital appreciation which may be payable in respect of the Property or by the owner thereof by reason of compliance with the Stipulations

**Special Conditions**

1. The work of reinstatement must be commenced and carried out without unreasonable delay and in any case must be completed within twelve months after the Damage or within such further time as the Company may in writing allow (during the said twelve months) and may be carried out upon another site (if the Stipulations so necessitate) subject to the liability of the Company under this extension not being thereby increased
2. If the liability of the Company under (any item of) this Section apart from this extension shall be reduced by the application of any of the terms and conditions of this Section then the liability of the Company under the extension (in respect of any such item) shall be reduced in like proportion

3. The total amount recoverable under any item of this Section in respect of this extension shall not exceed
  - (a) in respect of the Damaged Property
    - (i) 15% of its Sum Insured
    - (ii) where the Sum Insured by the item applies to Property at more than one Business Premises 15% of the total amount for which the Company would have been liable had the Property Insured by the item at the Business Premises where the Damage has occurred been wholly destroyed
  - (b) in respect of undamaged portions of Property (other than foundations) 15% of the total amount for which the Company would have been liable had the Property Insured by the item at the Business Premises where the Damage has occurred been wholly destroyed
4. The total amount recoverable under any item of this Section shall not exceed its Sum Insured
5. All the terms and conditions of this Section except in so far as they are varied hereby shall apply as if they had been incorporated herein

**11. Glass**

Regardless as to whether the Buildings at the Business Premises are insured cover extends to include should it be the responsibility of the Named Insured the costs incurred in

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

caused by Damage which is not otherwise excluded by this Section

**12. Loss of Metered Water**

The insurance by this Section extends to include loss of metered water from water tanks apparatus and pipes for which the Named Insured is charged by the Water Authority following Damage at the Business Premises not otherwise excluded

Provided that

- (i) the Company shall not be liable for loss of metered water due to leaking from or bursting of an underground pipe
- (ii) the Named Insured records the reading of the water meter(s) at the Business Premises at intervals of not more than 7 days
- (iii) the extent of such loss is determined by measurement from the Water Authority meter
- (iv) the amount payable is in respect of the excess water charges levied by the Water Authority but shall not exceed €10,000 in respect of any one Event and €50,000 in any one Period of Insurance

**13. Fire Extinguishing Expenses**

The insurance by this Section extends to include the costs incurred by the Named Insured in recharging replenishing or replacing fire extinguishing appliances and replacing sprinkler heads in automatic sprinkler installations rendered necessary as a result of fire at the Business Premises for which liability is admitted under this Section

**14. Keys Clause**

The insurance by this Section extends to include the cost of replacing locks at the Business Premises following the theft of keys from the Business Premises during working hours or at the home of any director partner or Employee authorised to hold said keys

The Company's liability is limited to €1,000 any one claim or claims arising from an Event

**15. Theft Damage to Buildings**

When Buildings are not insured by this Section cover extends to include the cost of repairing Damage to the Buildings caused by theft or attempted theft provided the Named Insured is legally liable for such cost and the Damage aforesaid is not otherwise insured

**16. Outdoor Property**

The insurance by this Section extends to cover Damage to the following at the Business Premises

- (a) outdoor trees shrubs and plants
- (b) signs other than those attached to Buildings

In respect of Damage to property described in (a) the Company will pay up to €250 for any one tree shrub or plant including the cost of removing from Business Premises following Damage subject to the Company's liability being limited to €1,000 any one claim or claims arising from an Event and in respect of Damage to property described in (b) the Company's liability is limited to €1,500 any one claim or claims arising from an Event

**17. Inadvertent Omission**

The Named Insured having intended to insure all Property (other than Stock) within the Territorial Limits in which the Named Insured is interested and the Named Insured's belief is that all such Property is insured if hereafter any such Property 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 the premium on all such

Property as from the inception of this Section or from the date of the Named Insured's interest in such Property if erected or purchased after the inception of this Section

Provided that

- (a) at any one situation the Company's limit of liability under this cover clause shall not exceed €500,000 any one claim or claims arising from an Event
- (b) at any one situation the limit of liability under this cover clause shall for the purpose of the Underinsurance Condition be added to the Sum Insured on the item to which the Property relates or in the case of Reinstatement Day One Basis to the Declared Value
- (c) the insurance under this cover clause shall not apply in respect of Property situate outside of the Territorial Limits

**18. Temporary Removal (Deeds and Documents) Clause**

This Section insofar as it applies to deeds and other documents (including stamps thereon) manuscripts plans and writings of every description and books (written and printed) and Unfixed Media on which Data and/or Programs are recorded at the Premises extends to cover such property whilst temporarily removed from the Premises anywhere within the Territorial Limits provided that the Company's limit of liability under this cover clause shall not exceed €25,000 any one claim or claims arising from an Event

**19. Other Interested Parties**

The interest of other parties in this insurance is noted it being understood that in the event of loss the nature and extent of such other interest will be disclosed to the Company by the Named Insured in the event of a claim against this Section

It is agreed that where work is carried out at any Business Premises insured by this Section under Clause 22(c) of the JCT Standard form of Building Contract or any similar contract then the contractor and others named in the contract are deemed to be joint insured under this section to the extent required by the contract provided that the Named Insured shall inform the Company as soon as practicable and accept additional terms as the Company may require

**20. Services**

Notwithstanding insurance provided by this Section in respect of Buildings where insured the insurance in respect of the Property Insured as specified in the Schedule includes surfaces and man-made

foundations of yards roads pathways and above ground and underground telephone gas water and electric mains piping cabling meters wires lines electrical instruments and the like and accessories thereof including all supporting structures extending from the building to the perimeter of the Business Premises and adjoining yards and roadways or to the public mains and plant conveyors and trunking in the open being the property of the Named Insured or for which they are legally responsible

## Conditions

**1. Fire Precautions** (applicable only if the devices described therein are installed at the Business Premises)

The Named Insured shall ensure that in respect of

**(1) Fire Break Doors and Shutters**

all fire break doors and shutters will be kept closed (except during working hours) and will be maintained in efficient working order

**(2) Fire Extinguishing Appliances**

all fire extinguishing appliances will be regularly inspected and maintained in efficient working order

**(3) Fire Alarm Installations and Automatic Sprinkler Installations**

the Named Insured shall

(a) take all reasonable steps to

(i) prevent frost and other damage to the installations

(ii) subscribe to an annual maintenance contract to ensure the automatic sprinkler and fire alarm installation (internal and external) are in operational condition

(iii) maintain ready access to the water supply control facilities

(b) notify the Company in writing and obtain its prior agreement in writing before any repairs or alterations to the installations are implemented

(c) allow the Company access to the Business Premises at all reasonable times to inspect the installations

(d) make a test every week for the purpose of ascertaining that the Alarm Gong is in working order and that the Stop Valves controlling the individual water supplies and the Installation(s) are fully open

(e) make quarterly or half-yearly tests if required by the Company to do so for the purpose of ascertaining that each water supply is in order and record the particulars of each test

(f) make a test at least once a week for the purpose of ascertaining the condition of (i) Brigade connection and (ii) the batteries in respect of each approved system for the transmission of alarm signals from sprinkler installations to a Fire Brigade

N.B. 1 - As regards (i) where the Fire Brigade has given a written undertaking to carry out this test the Insured's responsibility will be confined to requirement (ii)

N.B. 2 - Where the circuit concerned in (i) is not continuously monitored the aforesaid test is to be carried out every weekday (weekends and public holidays excepted)

(g) make a test every weekday (weekends and public holidays excepted) for the purposes of ascertaining the condition of the circuit between the alarm switch and the control unit

N.B. 3 - Where the circuit between the alarm switch and the control unit is continuously monitored or the circuit is such that one break of wires will not prevent an alarm signal being transmitted (e.g. a ring circuit) this test need not be made

- (h) remedy promptly any defect revealed by the above tests
- (i) give notice to the Company in relation to any automatic sprinkler installation if
  - (a) its water supply be turned off
  - (b) it becomes inoperative from any cause except for the purpose of testing maintenance or repair
- (j) display at each sprinklered storage area a notice of the terms agreed with the Company which specifies
  - (i) the description of the goods which may be stored
  - (ii) the maximum height of storage
  - (iii) the minimum permitted clearance between goods stored and the sprinkler deflectors

and comply with the terms of the notice

If alterations or repairs to the automatic sprinkler installation become necessary to ensure its full and effective operational capability the Company may at its option suspend any cover which is granted against Damage to the Property Insured by escape of water from said installation until the alterations or repairs have been carried out and approved by the Company

## **2. Theft Precautions — Business Premises**

The Named Insured shall ensure that

- (1) all security devices (other than Intruder Alarm) including locks fastenings shutters and other methods of securing access to the Business Premises are in full and effective operation and keys removed from the Business Premises whenever same is closed for business
- (2) where the Company have required an Intruder Alarm to be installed or if an Intruder Alarm is already installed on the Business Premises
  - (a) the Intruder Alarm must be maintained in an efficient and operational condition at all times and in accordance with its installation specification or as otherwise approved by the Company
  - (b) a maintenance service contract with the installation company or as otherwise approved by the Company must be in force and the maintenance company immediately advised of any apparent defect in the Intruder Alarm or its signalling
  - (c) the Intruder Alarm shall be put into full and effective operation at all times in respect of 24 hour designated circuits and otherwise the Business Premises must not be left unattended unless
    - (i) the Intruder Alarm is put into full and effective operation including where the equipment permits any central station to which the Intruder Alarm is connected acknowledging the setting signal
    - (ii) the Intruder Alarm is regularly tested and is in full and efficient working order
  - (d) immediate written notice shall be given to the Company if the Named Insured receives from the Police or security organisation warning of a possible or intended withdrawal of response to calls from the Intruder Alarm or of a reduced response level

The insurance provided under this Section does not cover Damage caused by theft or attempted theft from the Business Premises other than by robbery or attempted robbery where Police response to alarm activation is withdrawn unless written agreement has been obtained from the Company that such insurance remains operative

The words 'Intruder Alarm' include detection devices sensors detection circuit control and processing



equipment power supplies audible and remote signalling including ancillary telecommunication systems

### **3. Theft Precautions - Third Party Premises**

Regardless of if the Named Insured has full control of the security or not at any third party Premises (and accordingly not Business Premises which for the avoidance of doubt Section Conditions 1 and 2 above apply to) the insurance provided under this Section in respect of Damage caused by theft or attempted theft shall be subject to:

- (a) all security devices (other than Intruder Alarm) including locks fastenings shutters and other methods of securing access to such Premises being put in full and effective operation and keys removed from the Premises whenever they are closed for business and
- (b) where an Intruder Alarm is installed on such Premises
  - (i) the Intruder Alarm being maintained in an efficient and operational condition at all times and in accordance with its installation specification or as otherwise approved by the Company
  - (ii) the Intruder Alarm being put in to full and effective operation including any central station connection whenever the Premises are left unattended

If the above is not fully complied with or if Police response to the Intruder Alarm is withdrawn no cover shall apply in respect of theft attempted theft from the Premises (other than by robbery or attempted robbery) unless written agreement has been obtained from the Company that such insurance remains in force

The words 'Intruder Alarm' include detection devices sensors detection circuit control and processing equipment power supplies audible and remote signalling including ancillary telecommunication systems

### **4. Underinsurance**

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

### **5. Unoccupancy**

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

### **6. Explosion**

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

### **7. Claims Conditions**

#### **(a) Contracting Purchaser's Interest**

If at the time of Damage the Named Insured shall have contracted to sell his interest in any Building or Vessel hereby insured and the purchase shall not have been but shall be thereafter completed the purchaser on completion of the purchase (if and so far as the Property is not otherwise insured against such Damage by him or on his behalf) shall be entitled to benefit under this Policy without prejudice to the rights and liabilities of the Named Insured or the Company until completion

#### **(b) Subrogation Waiver**

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

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

in each case as defined by current legislation

**(c) Contract Price**

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

**(d) Reinstatement**

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

**(e) Company's Rights following a Claim**

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

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

**8. Designation**

Where necessary the item heading under which any Property is insured shall be determined by the designation under which such Property appears in the Named Insured's books

**9. Other Insurances**

If any other insurance effected by or on behalf of the Named Insured is expressed to cover any of the Property hereby insured but is subject to any provision whereby it is excluded from ranking concurrently with this Section either in whole or in part from contributing rateably to the loss destruction or damage the liability of the Company hereunder shall be limited to such proportion of the loss destruction or damage as the Sum Insured hereby bears to the value of such Property

If any other insurance shall be subject to any condition of average this Section if not already subject to an Underinsurance Condition shall be subject to average in like manner

**10. Programs and Data**

The Named Insured shall

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

## Basis of Settlement

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

### 1. Indemnity — Code: INDTY

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

#### Special Provision

##### (a) Underinsurance Condition

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

### 2. Reinstatement — Code REINS

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

For this purpose Reinstatement means

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

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

#### Special Provisions

##### (a) Repairs and Restoration

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

##### (b) Underinsurance Condition

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

##### (c) Alternative Basis of Payment

Even where this Reinstatement Basis of Settlement applies the amount payable will be in accordance with the Indemnity Basis

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

### 3. **Day One Reinstatement — Code: DAY 1**

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

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

#### **Special Provisions**

- (a) The Premium has been calculated on the basis of the Declared Value stated in writing to the Company
- (b) Declared Value means the Insured's assessment of the cost of Reinstatement of the Property Insured arrived at in accordance with the Reinstatement Basis of Settlement paragraph 2(a) at the level of costs applying at the commencement of the Period of Insurance (ignoring inflationary factors which may operate subsequently) together with in so far as the insurance by the item provides due allowance for
  - (i) Removal of Debris
  - (ii) Professional Fees
  - (iii) complying with Public Authority Requirements
- (c) At the commencement of each Period of Insurance the Insured will notify the Company of the Declared Value of the Property Insured by each item In the absence of such declaration the last amount declared by the Insured will be taken as the Declared Value for the ensuing Period of Insurance
- (d) The Declared Value for each item of Property insured in accordance with this Basis of Settlement is the amount shown in the brackets below the Sum Insured in respect of each item on the Property Damage Specification
- (e) In the event of loss the liability of the Company in respect of Property insured in accordance with this Basis of Settlement will not exceed
  - (i) the Declared Value applicable to each item multiplied by the Day One Adjustment figure specified in the Schedules
  - or
  - (ii) if special provision 2(c) of the Reinstatement Basis (the Alternative Basis of Payment) applies the Declared Value applicable to each item as specified in the Schedules

### 4. **Rent — Code: RENT**

In respect of Rent of Buildings which suffer Damage the Company will pay

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

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

**Subject to the following Provisions****Insurable Amount**

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

**Underinsurance Condition**

If any Sum Insured to which this Basis of Settlement applies is at the commencement of Damage less than the Insurable Amount the amount payable by the Company in respect of such Damage will be proportionately reduced

**Exclusions**

The insurance provided under this Section does not cover

1. Damage caused by or consisting of
  - (a) inherent vice latent defect gradual deterioration wear and tear frost change in water table level its own faulty or defective design materials or parts
  - (b) the bursting of a boiler (not being a boiler used for domestic purposes only) economiser or other pressure vessel machine or apparatus in which internal pressure is due to steam only and belonging to or under the control of the Named Insured
  - (c) pressure waves caused by aircraft or other aerial devices
  - (d) at sonic or supersonic speeds
  - (e) faulty or defective workmanship or operational error or omission on the part of the Named Insured or any of his Employees
  - (f) growing vegetationbut this shall not exclude subsequent Damage which itself results from a cause not otherwise excluded
2.
  - (a) Damage caused by or consisting of
    - (i) corrosion rust wet or dry rot shrinkage evaporation loss of weight dampness dryness marring scratching vermin insects marine life humidity or action of light
    - (ii) change in temperature colour flavour texture or finish
    - (iii) the freezing solidification or inadvertent escape of molten material
  - (b) Damage consisting of
    - (i) joint leakage failure of welds cracking fracturing collapse or overheating of boilers economisers superheaters pressure vessels or any range of steam and feed piping in connection therewith
    - (ii) breakdown or derangement in respect of the particular machine apparatus or equipment in which such breakdown or derangement originatesbut this shall not exclude
  - (c) such Damage not otherwise excluded which itself results from a Defined Peril or from any other Damage
  - (d) subsequent Damage which itself results from a cause not otherwise excluded
3. Damage caused by theft or attempted theft of the Property Insured from the Premises unless
  - (a) accompanied by violence to persons or threat of violence to persons or

- (b) accompanied by forcible and violent entry to or exit from the buildings including outbuildings and or grounds where such grounds are enclosed by properly maintained fences and gates which are locked) and provided that the Premises have not been unoccupied for a period of more than thirty consecutive days
4. Damage to Property Insured
- (a) away from the Premises (where the insurance on any Property Insured item as stated in the Schedule so provides or as provided for under cover clause 2 Temporary Removal) 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 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 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 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
5. Damage caused by theft or attempted theft of any trailer unless an Anti Theft Device is fitted and activated
6. Damage caused by or consisting of
- (a) subsidence ground heave or landslip unless resulting from fire explosion earthquake or the escape of water from any tank apparatus or pipe
  - (b) normal settlement or bedding down of new structures
  - (c) dishonesty fraudulent action trick device or other false pretence by any Employee partners or directors of the Named Insured whether acting alone or in collusion with others
  - (d) disappearance unexplained or inventory shortage misfiling or misplacing of information
7. Damage caused by or consisting of pollution or contamination but this shall not exclude Damage to the Property Insured not otherwise excluded caused by
- (a) pollution or contamination which itself results from a Defined Peril
  - (b) a Defined Peril which itself results from pollution or contamination
8. Damage to Buildings or structures thereat caused by their own collapse or cracking unless resulting from a Defined Peril insofar as it is not otherwise excluded

9. Damage by wind rain hail sleet snow flood or dust to moveable Property in the open or fences or gates or marquees or other temporary structures but this exclusion shall not apply to power operated travel hoists cranes lifting equipment or boat moving plant
10. Damage to that part of the Property
- (a) caused by fire resulting from its undergoing any heating process or any process involving the application of heat
  - (b) resulting from its undergoing any process of production packing treatment commissioning servicing or repair
11. Damage in respect of any Building which is unoccupied for a period of more than thirty consecutive days other than Damage caused by fire explosion aircraft or other aerial devices or articles therefrom subject to the following Special Condition

**Special Condition**

It is a condition precedent to liability under the Policy that

- (a) the Business Premises are secured against illegal entry All windows and doors shall be fitted with good quality locks
  - (b) all unnecessary services to be disconnected other than limited services required for security guards fire and burglar alarms
  - (c) all letter boxes shall be sealed to prevent insertion of material
  - (d) perimeter fences walls and gates to be kept complete and maintained
  - (e) the Business Premises shall be kept clear both internally and externally of combustible materials and not be used for storage
  - (f) vegetation surrounding the building shall be kept down
  - (g) the Business Premises shall be guarded 24 hours a day and patrolled internally and externally at not more than six hour intervals and work required to maintain security shall be carried out immediately A record of these patrols shall be kept which shall be produced to the Company on request
12. Damage in respect of
- (a) vehicles requiring a licence for road use (including accessories thereon) caravans trailers railway locomotives rolling stock or aircraft
  - (b) property or structures in course of construction or erection and materials or supplies in connection with all such property in course of construction or erection
  - (c) land roads bridges culverts or excavations
  - (d) livestock growing crops or trees
- unless specifically mentioned as insured by this Section
13. Damage in respect of
- (a) Money
  - (b) Stock In Transit unless specifically mentioned as insured by this Section
  - (c) Vessels and or new Vessels in the course of construction
14. any property more specifically insured by or on behalf of the Named Insured



15. consequential loss or damage of any kind or description except loss of rent when such loss is included in the cover under this Section
16. Damage to any Computer and Telecommunication Equipment (including Fixed Media and Unfixed Media) and Ancillary Equipment Programs and Data where there is a Computer All Risks Section forming part of this Policy
17. Damage caused by or resulting from an attack which allows unauthorised access or use of a computer or telecommunications system by electronically circumventing a security system and procedure and or a Computer Virus but this shall not exclude Damage not otherwise excluded which itself results from fire explosion escape of water from any tank apparatus or pipe
18. Damage to Property outside the Territorial Limits (where the insurance on any Property Insured item so applies) where such Property is situate in any territory which is subject to sanctions imposed by the United Nations or by the Governments of the United Kingdom or the United States of America
19. Damage in respect of jewellery precious stones precious metals bullions furs curiosities works of art or rare books
20. 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
21. Damage caused by explosives pyrotechnics or flares belonging to the Named Insured other than proprietary manufactured flares
22. Damage caused by coastal or river erosion

## Endorsements

The following endorsements are only operative if shown on the Property Damage Section Schedule and subject otherwise to the terms conditions and exclusions of the Section and the Policy

### PD01 Subsidence

Notwithstanding Section Exclusion 6 (a) the insurance is extended to include Damage caused by or consisting of subsidence or ground heave of any part of the site on which the Property stands or landslip excluding

- (a) Damage to yards car-parks pavements walls gates and fences unless also affecting a Building insured hereby
- (b) 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 cover
- (d) Damage resulting from
  - (i) demolition construction structural alteration or repair of any Property or
  - (ii) groundworks or excavation at the same Premises
- (e) the Deductible stated in the Schedule and which shall apply to each separate Premises as ascertained after the application of any Underinsurance Condition

**Special Condition**

In so far as this insurance relates to Damage caused by or consisting of subsidence ground heave or landslip this Section shall be avoided if the risk of such Damage is increased by reason of demolition groundworks excavation or construction being carried out on any adjoining site unless admitted by the Company in writing

**PD02 Stock Declaration**

Where stated in the Schedule the insurances by item(s) on Stock are subject to the following conditions

- (a) The first and annual premiums for the item(s) are provisional and are subject to adjustment as hereinafter provided
- (b) The separate value of the Property Insured by each such item shall be declared in writing by the Named Insured to the Company either monthly or quarterly as previously agreed and if a declaration be not so given the Named Insured shall be deemed to have declared the Sum Insured by the item(s) on the declaration date as the value
- (c) Unless noted to the contrary in the Schedule the dates on which values are to be calculated shall be
  - (i) monthly declarations - last day of each month
  - (ii) quarterly declaration - last day of March, June, September and Decemberthe declared values to reach the Company within thirty days of the declaration date
- (d) On the expiry of each Period of Insurance, the actual premium required shall be calculated by applying the agreed rates per cent per annum to the average amount(s) declared, i.e. the total of the sum declared divided by the number of declarations. If the actual premium be greater than the first premium (or, in the case of the second and subsequent Periods of Insurance, the annual premium), the Named Insured shall pay the difference, if it be less the difference shall be repaid to the Named Insured
- (e) Any other stock and materials in trade insurance shall be deemed to be on an identical wording with this insurance

# Optional Extension Clause – B1 Vessels

## Conditions

### Inspection Requirements

The Named Insured must comply with any statutory inspection service requirements in respect of any Vessel owned or operated by them

## Cover

### PART A — All Risks Cover in respect of Vessels whilst not Waterborne

Notwithstanding Exclusion 13(c) of the Property Damage Section if during the Period of Insurance the Property Insured described in the Schedule to this Optional Extension or any part thereof shall be Damaged (other than by an excluded cause) whilst not Waterborne and including whilst In Transit by road or rail the Company will pay to the Named Insured the value of the Property or the amount of the Damage at the time of the happening of such Damage in accordance with the Basis of Settlement (or as otherwise provided for herein) or at the Company's option reinstate replace or repair such Property or any part thereof

Provided that the liability of the Company shall in no case exceed in respect of each insured item the Sum Insured for that item in the Schedule or in the whole the total sum insured and that in respect of any one Vessel so Damaged the liability of the Company in respect of any one Event shall in no case exceed the amount shown as the Limit Any One Vessel where such an amount is so stated against that item in the Schedule

In addition whilst the Vessel and any Vessel's Machinery is In Transit by vehicles owned or operated by the Named Insured the Company will

- (a) pay costs and expenses necessarily incurred by the Named Insured up to 10% of the Schedule Limit of the respective Vessel item in
  - (iii) removing or reloading the Property or any part thereof
  - (iv) removing debris of such Property
  - (v) dismantling or breaking up such Propertyfollowing damage to the Vessel or involving an accident to the towing vehicle or trailer
- (b) pay for Damage to tarpaulins chains sheets and ropes belonging to or the responsibility of the Named Insured subject to a limit of €500 any one claim or claims arising from an Event

### PART B — Specified Perils and Incidents in respect of Vessels whilst Waterborne

Notwithstanding Exclusion 13(c) of the Property Damage Section if during the Period of Insurance the Property Insured described in the Schedule to this Optional Extension or any part thereof shall be Damaged whilst Waterborne and including whilst In Transit by own bottom as a direct consequence of any of the Perils or Incidents specified below the Company will subject to the exclusions herein pay to the Named Insured the value of the Property or the amount of the Damage at the time of the happening of such Damage in accordance with the Basis of Settlement (or as otherwise provided for herein) or at the Company's option reinstate replace or repair such Property or any part thereof

Provided that the liability of the Company shall in no case exceed in respect of each insured item the Sum Insured for that item in the Schedule or in the whole the total sum insured and that in respect of any one Vessel so Damaged the liability of the Company in respect of any one Event shall in no case exceed the amount shown as the Limit Any One Vessel where such an amount is so stated against that item in the Schedule

In addition whilst the Vessel and any Vessel's Machinery is in Transit by sea where not by own bottom the Company will pay salvage or general average costs where applicable

## Perils

1. perils of the seas rivers lakes or other navigable waters
2. fire lightning explosion storm or tempest

3. theft or attempted theft of
  - (a) the Vessel itself other than where possession is obtained by fraud trick or false pretence
  - (b) of any part comprising Vessel's Machinery gear and equipment including masts spars and sails on or in the Vessel and the part is either
    - (a) securely fastened to the Vessel and in the case of an outboard motor locked on by an Anti-Theft Device in addition to its normal method of attachment or
    - (b) inside a locked compartment on the Vessel and there is evidence of forcible and violent
      - (i) entry into the Vessel or
      - (ii) removal of the part
4. malicious acts of any person including vandalism
5. jettison
6. piracy
7. contact with aircraft or similar objects falling therefrom land rocks structures buoys cabling or other floating or submerged objects dock harbour marina installation or equipment

### **Incidents**

1. accidents in loading discharging or shifting stores gear equipment machinery or fuel
2. bursting of boilers or breakage of shafts
3. latent defect in the Vessel's Machinery or the hull of the Vessel until discovery by the Named Insured
4. negligence of master officers crew or pilots
5. negligence of Third Party repairers or charterers
6. barratry of master officers or crew

### **Extensions**

In addition the cover provided under this Optional Extension extends to include the following

Provided that the limit of the Company's liability under one or more of the following extensions together with Damage as insured under Cover Part A and Cover Part B shall not exceed in respect of any one claim or claims arising from an Event

- (a) the Sum Insured stated in the Schedule for each insured item or
  - (b) in respect of any one Vessel the amount shown as the Limit Any One Vessel where such an amount is so stated against that item in the Schedule
1. Notwithstanding exclusion 4 of Part A and Incident 2 of Part B to this Optional Extension the Company will pay costs and expenses reasonably incurred by the Named Insured for the repair or replacing of
    - (a) any boiler which accidentally bursts or
    - (b) a shaft which accidentally breaks

and irrespective of whether there is other Damage to the Vessel but only where such boiler or shaft is on a Vessel when the Event occurs

2. The Company will pay costs and expenses reasonably incurred by the Named Insured for the scraping grit blasting and or surface preparation and or primer anti- corrosive painting of the Vessel's renewed or refitted bottom plates and the butts or area of plating immediately adjacent to any renewed or refitted plating damaged during the course of welding and or repairs provided the cause for the requirement of scraping grit blasting and or surface preparation or painting results from Damage to the Vessel
3. In respect of any Vessel being Property Insured hereunder for which the insurance under Cover Part B of this Optional Extension applies the Company will pay for such Vessel's proportion of salvage and or salvage charges and or general average

In the case of general average sacrifice of the Vessel the Named Insured may recover in respect of the whole loss without first enforcing their right of contribution from the other parties

## Exclusions

### Exclusions — Part A

The insurance provided under Part A to this Optional Extension does not cover

1. Damage caused by or consisting of
  - (a) gradual deterioration wear and tear frost change in water table level
  - (b) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds
  - (c) growing vegetation

but this shall not exclude subsequent Damage which itself results from a cause not otherwise excluded
2. Damage caused by operational error or omission on the part of the Named Insured or any of his Employees but this shall not exclude subsequent Damage which itself results from a cause not otherwise excluded
3. The cost of replacing repairing or rectifying any
  - (a) defect in design plan or specification
  - (b) defect in workmanship
  - (c) defect in material or parts
  - (d) inherent vice or latent defect

but this shall not exclude subsequent Damage which itself results from a cause not otherwise excluded
4. Damage caused by or consisting of
  - (a) osmosis electrolysis corrosion rust wet or dry rot shrinkage evaporation loss of weight dampness dryness marring scratching vermin insects marine life humidity or action of light
  - (b) change in temperature colour flavour texture or finish
  - (c) the freezing solidification or inadvertent escape of molten material
  - (d) the bursting of a boiler (not being a boiler used for domestic purposes only) economiser or other pressure vessel machine or apparatus in which internal pressure is due to steam only and belonging to or under the control of the Named Insured
  - (e) any joint leakage failure of welds cracking fracturing collapse or overheating in respect of boilers economisers superheaters pressure vessels or any range of steam and feed piping in connection therewith
  - (f) breakdown or derangement in respect of the particular machine apparatus or equipment in which such breakdown or derangement originates but this shall not exclude

- (i) such Damage which itself results from a cause not otherwise excluded
  - (ii) subsequent Damage which itself results from a cause not otherwise excluded
- 5. Damage caused by or consisting of pollution or contamination but this shall not exclude Damage to the Property Insured not otherwise excluded caused by
  - (a) pollution or contamination which itself results from a Defined Peril
  - (b) a Defined Peril which itself results from pollution or contamination
- 6. Damage caused by or consisting of disappearance unexplained or inventory shortage misfiling or misplacing of information
- 7. Damage caused by wind rain hail sleet snow flood sunlight or dust to canopies protective covers and sails in the open
- 8. Damage to that part of the Property
  - (a) caused by fire resulting from its undergoing any heating process or any process involving the application of heat
  - (b) resulting from its undergoing any process of production packing treatment commissioning servicing or repair
- 9. Any property more specifically insured by or on behalf of the Named Insured
- 10. Consequential loss or damage of any kind or description
- 11. Damage caused by or resulting from an attack which allows unauthorised access or use of a computer or telecommunications system by electronically circumventing a security system and procedure and or a Computer Virus but this shall not exclude Damage not otherwise excluded which itself results from fire explosion escape of water from any tank apparatus or pipe
- 12. For the avoidance of doubt any loss distortion corruption or erasure of Programs and/or Data recorded on Media
- 13. Damage caused by explosives pyrotechnics or flares belonging to the Named Insured other than proprietary manufactured flares
- 14. Damage to new Vessels under construction
- 15. Damage caused by theft or attempted theft of the Vessel when on a trailer unless an Anti Theft Device is fitted to protect the trailer and is activated
- 16. Damage caused by theft or attempted theft of the Vessel's Machinery gear and equipment including masts spars and sails
  - (a) from the Premises unless accompanied by violence to persons or threat of violence to persons or
  - (b) from the Premises unless accompanied by forcible and violent entry to or exit from the buildings including outbuildings and or grounds where such grounds are enclosed by properly maintained fences and gates which are locked or
  - (c) in the open within grounds at the Premises which are not enclosed by properly maintained fences and locked gates other than Damage caused by theft or attempted theft of any part comprising Vessel's Machinery gear and equipment including masts spars and sails all which are on or in the Vessel and the part is either
    - (i) securely fastened to the Vessel and in the case of an outboard motor locked on by an Anti Theft Device in addition to its normal method of attachment or
    - (ii) inside a locked compartment on the Vessel

and there is evidence of forcible and violent entry into the Vessel or removal of the part

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

17. Damage to any part comprising Vessel's Machinery gear and equipment including masts spars and sails all which are not on or in the Vessel
  - (a) away from the Premises including whilst In Transit caused by theft or attempted theft
    - (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 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 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 Vessel's Machinery gear and equipment 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 Vessel's Machinery gear and equipment) 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
18. Damage caused by theft or attempted theft of an outboard engine unless in addition to its normal method of attachment to the Vessel it is secured by an appropriate Anti Theft Device
19. theft or other loss of the Property Insured where possession is obtained by fraud trick or false pretence
20. Property carried by or despatched by the Named Insured for hire or reward
21. Property stored at rental or under contract for storage packing and or distribution
22. Damage to Property Insured due to overloading of any conveyance or trailer
23. Damage to Property Insured due to unsuitable or unfit conveyances or trailers
24. Damage to the personal effects of the Insured and or any Third Party

#### **Exclusions — Part B**

The insurance provided under Part B to this Optional Extension does not cover

1. Damage to new Vessels under construction or where constructed by the Named Insured and finished
2. Damage to canopies and protective covers caused by wind rain hail sleet sunlight or snow
3. any outboard motor dropping off or falling overboard



4. Damage to sails caused by splitting or being blown away whilst hoisted or unfurled in use unless caused by
  - (a) Damage to the spars to which the sails are attached
  - (b) the stranding or sinking of the Vessel or the Vessel being on fire
  - (c) impact between the Vessel and any external substance including ice but not water
5. Damage to engines gearboxes and connections ( but not strut shaft or propeller) electrical equipment and batteries and connections where the Damage has been caused by heavy weather unless the Damage has been
  - (a) caused by the Vessel being immersed or by the accidental incursion of water into the hull or
  - (b) caused by the Vessel being
    - (i) stranded or
    - (ii) in collision or contact with any external substance (ice included) other than water
6. Damage or expense arising out of unseaworthiness of the Vessel where the Named Insured is privy to such unseaworthiness
7. any consequential loss or damage of any kind or description
8. Damage arising whilst any Vessel is being used other than by the Insured or other competent person authorised by the Insured and in control of the Vessel
9. Damage to the personal effects of the Insured and any Third Party

**The terms of this optional extension clause are not subject to the exclusions stated in the property damage section but are subject otherwise to the terms of the property damage section and general policy terms**

## Optional Extension Clause – B2 Boat Builders

### Conditions

#### Inspection Requirements

The Named Insured must comply with any statutory inspection service requirements in respect of any Vessel owned or operated by them

### Cover

#### PART A — All Risks Cover in respect of Vessels whilst not Waterborne

Notwithstanding Exclusion 13(c) of the Property Damage Section if during the Period of Insurance the Property Insured described in the Schedule to this Optional Extension or any part thereof shall be Damaged (other than by an excluded cause) whilst not Waterborne and including whilst In Transit by road or rail the Company will pay to the Named Insured the value of the Property or the amount of the Damage at the time of the happening of such Damage in accordance with the Basis of Settlement (or as otherwise provided for herein) or at the Company's option reinstate replace or repair such Property or any part thereof

Provided that the liability of the Company shall in no case exceed in respect of each insured item the Sum Insured for that item in the Schedule or in the whole the total sum insured and that in respect of any one Vessel so Damaged the liability of the Company in respect of any one Event shall in no case exceed the amount shown as the Limit Any One Vessel where such an amount is so stated against that item in the Schedule

In addition whilst the Vessel and any unattached Vessel's Machinery and gear and equipment is In Transit by vehicles owned or operated by the Named Insured the Company will

- (a) pay costs and expenses necessarily incurred by the Named Insured up to 10% of the Schedule Limit of the respective Vessel item in
  - (i) removing or reloading the Property or any part thereof
  - (ii) removing debris of such Property
  - (iii) dismantling or breaking up such Property following damage the Vessel or involving an accident to the towing vehicle or trailer
- (b) pay for Damage to tarpaulins chains sheets and ropes belonging to or the responsibility of the Named Insured subject to a limit of €500 any one claim or claims arising from an Event

#### PART B — Specified Perils and Incidents in respect of Vessels whilst Waterborne

Notwithstanding Exclusion 13(c) of the Property Damage Section if during the Period of Insurance the Property Insured described in the Schedule to this Optional Extension or any part thereof shall be Damaged whilst Waterborne and including whilst In Transit by own bottom as a direct consequence of any of the Perils or Incidents specified below the Company will subject to the exclusions herein pay to the Named Insured the value of the Property or the amount of the Damage at the time of the happening of such Damage in accordance with the Basis of Settlement (or as otherwise provided for herein) or at the Company's option reinstate replace or repair such Property or any part thereof

Provided that the liability of the Company shall in no case exceed in respect of each insured item the Sum Insured for that item in the Schedule or in the whole the total sum insured and that in respect of any one Vessel so Damaged the liability of the Company in respect of any one Event shall in no case exceed the amount shown as the Limit Any One Vessel where such an amount is so stated against that item in the Schedule

In addition whilst the Vessel and any Vessel's Machinery is In Transit by sea where not by own bottom the Company will pay salvage or general average costs where applicable

### Perils

1. perils of the seas rivers lakes or other navigable waters
2. fire lightning or explosion storm or tempest

3. theft or attempted theft of
  - (a) the Vessel itself other than where possession is obtained by fraud trick or false pretence
  - (b) of any part comprising Vessel's Machinery gear and equipment including masts spars and sails on or in the Vessel and the part is either
    - (a) securely fastened to the Vessel and in the case of an outboard motor locked on by an Anti Theft Device in addition to its normal method of attachment or
    - (b) inside a locked compartment on the Vessel and there is evidence of forcible and violent
      - (i) entry into the Vessel or
      - (ii) removal of the part
4. malicious acts of any person including vandalism
5. jettison
6. piracy
7. contact with aircraft or similar objects falling therefrom land rocks structures buoys cabling or other floating or submerged objects dock harbour marina installation or equipment

## Incidents

1. accidents in loading discharging or shifting stores gear equipment machinery or fuel
2. bursting of boilers or breakage of shafts
3. latent defect in the Vessel's Machinery or the hull of the Vessel until discovery by the Named Insured
4. negligence of master officers crew or pilots
5. barratry of master officers or crew
6. negligence of Third Party repairers or charterers

## Extensions

In addition the cover provided under this Optional Extension extends to include the following

Provided that the limit of the Company's liability under one or more of the following extensions together with Damage as insured under Cover Part A and Cover Part B shall not exceed in respect of any one claim or claims arising from an Event

- (a) the Sum Insured stated in the Schedule for each insured item or
  - (b) in respect of any one Vessel the amount shown as the Limit Any One Vessel where such an amount is so stated against that item in the Schedule
1. In respect of any Vessel being Property Insured hereunder the Company will pay costs and expenses reasonably incurred by the Named Insured in completing a launch of a Vessel after a failed launch of such Vessel as insured under this Section
  2. In respect of any Vessel being Property Insured hereunder for which the insurance under Cover Part B of this Optional Extension applies the Company will pay for such Vessel's proportion of salvage and or salvage charges and or general average

In the case of general average sacrifice of the Vessel the Named Insured may recover in respect of the whole loss without first enforcing their right of contribution from the other parties

## Exclusions

### Exclusions — Part A

The insurance provided under Part A to this Optional Extension does not cover

1. Damage to a Vessel once the title of such Vessel has transferred to another party
2. Damage caused by or consisting of
  - (a) gradual deterioration wear and tear frost change in water table level
  - (b) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds
  - (c) growing vegetationbut this shall not exclude subsequent Damage which itself results from a cause not otherwise excluded
3. Damage caused by operational error or omission on the part of the Named Insured or any of his Employees but this shall not exclude subsequent Damage which itself results from a cause not otherwise excluded
4. the cost of replacing repairing or rectifying any
  - (a) defect in design plan or specification
  - (b) defect in workmanship
  - (c) defect in material or parts
  - (d) inherent vice or latent defectbut this shall not exclude subsequent Damage which itself results from a cause not otherwise excluded
5. Damage caused by or consisting of
  - (a) osmosis electrolysis corrosion rust wet or dry rot shrinkage evaporation loss of weight dampness dryness marring scratching vermin insects marine life humidity or action of light
  - (b) change in temperature colour flavour texture or finish
  - (c) the freezing solidification or inadvertent escape of molten material
  - (d) the bursting of a boiler (not being a boiler used for domestic purposes only) economiser or other pressure vessel machine or apparatus in which internal pressure is due to steam only and belonging to or under the control of the Named Insured
  - (e) any joint leakage failure of welds cracking fracturing collapse or overheating in respect of boilers economisers superheaters pressure vessels or any range of steam and feed piping in connection therewith
  - (f) breakdown or derangement in respect of the particular machine apparatus or equipment in which such breakdown or derangement originatesbut this shall not exclude
  - (i) such Damage which itself results from a cause not otherwise excluded
  - (ii) subsequent Damage which itself results from a cause not otherwise excluded

6. Damage caused by or consisting of pollution or contamination but this shall not exclude Damage to the Property Insured not otherwise excluded caused by
  - (a) pollution or contamination which itself results from a Defined Peril
  - (b) a Defined Peril which itself results from pollution or contamination
7. Damage caused by or consisting of disappearance unexplained or inventory shortage misfiling or misplacing of information
8. Damage caused by wind rain hail sleet snow flood sunlight or dust to canopies protective covers and sails in the open
9. Damage to that part of the Property
  - (a) caused by fire resulting from its undergoing any heating process or any process involving the application of heat
  - (b) resulting from its undergoing any process of production packing treatment commissioning servicing or repair
10. any property more specifically insured by or on behalf of the Named Insured
11. consequential loss or damage of any kind or description
12. Damage caused by or resulting from an attack which allows unauthorised access or use of a computer or telecommunications system by electronically circumventing a security system and procedure and or a Computer Virus but this shall not exclude Damage not otherwise excluded which itself results from fire explosion escape of water from any tank apparatus or pipe
13. for the avoidance of doubt any loss distortion corruption or erasure of Programs and/or Data recorded on Media
14. Damage caused by explosives pyrotechnics or flares belonging to the Named Insured other than proprietary manufactured flares
15. Damage caused by theft or attempted theft of the Vessel when on a trailer unless an Anti Theft Device is fitted to protect the trailer and is activated
16. Damage caused by theft or attempted theft of the Vessel's Machinery gear and equipment including masts spars and sails
  - (a) from the Premises unless accompanied by violence to persons or threat of violence to persons or
  - (b) from the Premises unless accompanied by forcible and violent entry to or exit from the buildings including outbuildings and or grounds where such grounds are enclosed by properly maintained fences and gates which are locked or
  - (c) in the open within grounds at the Premises which are not enclosed by properly maintained fences and locked gates other than Damage caused by theft or attempted theft of any part comprising Vessel's Machinery gear and equipment including masts spars and sails all which are on or in the Vessel and the part is either
    - (i) securely fastened to the Vessel and in the case of an outboard motor locked on by an Anti Theft Device in addition to its normal method of attachment or
    - (ii) inside a locked compartment on the Vessel and there is evidence of forcible and violent entry into the Vessel or removal of the part

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

17. Damage to any part comprising Vessel's Machinery gear and equipment including masts spars and sails all which are not on or in the Vessel
  - (a) away from the Premises including whilst In Transit caused by theft or attempted theft
    - (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 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 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 Vessel's Machinery gear and equipment 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 Vessel's Machinery gear and equipment) 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
18. Damage caused by theft or attempted theft of an outboard engine unless in addition to its normal method of attachment to the Vessel it is secured by an appropriate Anti Theft Device
19. Property carried by or despatched by the Named Insured for hire or reward
20. Property stored at rental or under contract for storage packing and or distribution
21. Damage to Property Insured due to overloading of any conveyance or trailer
22. Damage to Property Insured due to unsuitable or unfit conveyances or trailers

#### **Exclusions — Part B**

The insurance provided under Part B to this Optional Extension does not cover

1. Damage to canopies and protective covers caused by sun wind rain hail sleet or snow
2. any outboard motor dropping off or falling overboard
3. Damage to sails caused by splitting or being blown away whilst hoisted or unfurled in use unless caused by
  - (a) Damage to the spars to which the sails are attached
  - (b) the stranding or sinking of the Vessel or the Vessel being on fire
  - (c) impact between the Vessel and any external substance including ice but not water
4. Damage to engines gearboxes and connections ( but not strut shaft or propeller) electrical equipment and batteries and connections where the Damage has been caused by heavy weather unless the Damage has been

- (a) caused by the Vessel being immersed or by the accidental incursion of water into the hull or
  - (b) caused by the Vessel being
    - (i) stranded or
    - (ii) in collision or contact with any external substance (ice included) other than water
- 5. Damage or expense arising out of unseaworthiness of the Vessel where the Named Insured is privy to such unseaworthiness
- 6. any consequential loss or damage of any kind or description

**The terms of this optional extension clause are not subject to the exclusions stated in the property damage section but are subject otherwise to the terms of the property damage section and general policy terms**



# Optional Extension Clause – B3 Goods in Transit

## Definitions

For the purpose of this Optional Extension Clause the following terms shall have the following meaning

**1. Any One Loss Limit**

The words 'Any One Loss Limit' shall mean the maximum amount which the Company will pay in respect of any one claim or claims arising out of an Event

**2. Property**

The words 'Property' for the purposes of this Optional Extension Clause shall mean Stock and tools used in connection with the Business belonging to or the responsibility of the Named Insured

## Cover

Notwithstanding Section Exclusion 13(b) this Section extends to indemnify the Insured subject to the Any One Loss Limit by payment (or at the Company's option by repair reinstatement or replacement) for Damage to the Property or Machinery Plant or All Other Contents whilst In Transit by the method of conveyance shown in the Schedule

- (a) anywhere in the Geographical Limits shown in the Schedule including sea or air transits between these territories in respect of method of conveyance A and B (other than by parcel post) where insured

and

- (b) anywhere in the world in respect of the method of conveyance by parcel post where insured  
in connection with the Business during the Period of Insurance

In addition the Company will

1. pay costs and expenses necessarily incurred by the Named Insured up to 10% of the Schedule limits in
  - (a) removing or reloading the Property or any part thereof
  - (b) removing debris of such Property
  - (c) dismantling or breaking up such Propertyfollowing damage to or spillage of the Property from any road vehicle or trailer following an accident to such vehicle or trailer
2. pay salvage or general average costs where applicable
3. indemnify for Damage to tarpaulins chains sheets and ropes belonging to or the responsibility of the Named Insured arising out of an Event which is otherwise the subject of indemnity under this Optional Extension Clause subject to a limit of €500 any one claim or claims arising from an Event

## Exclusions

- A. The insurance provided under this Extension does not cover Damage to
1. Explosive goods any other goods of a dangerous nature deeds plans designs documents manuscripts business books computer system records or Money
  2. Jewellery precious stones precious metals bullions furs curiosities works of art or rare books wines spirits or tobacco
  3. Property resulting from dishonesty fraudulent action trick device or other false pretence of any Employee of the Named Insured

4. Property

- (a) whilst In Transit by method of conveyance A caused by theft or attempted theft of the Property
    - (i) from or on an unattended vehicle or trailer during Working Hours unless all doors windows and other means of access have been secured and locked and alarm (if any) activated and in respect of an unattended vehicle the Property 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 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
  - (b) where Property 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 in or on soft topped open topped or open sided vehicles or trailers if caused by
    - (i) storm tempest wind water hail frost sleet snow or dust
    - (ii) malicious persons when the vehicle or trailer is left unattended out of Working Hours
- 5. Property placed on the open deck of a vessel unless packed in a secured container or secured hard topped vehicle or trailer
  - 6. Property caused by or attributable to defective packing or incorrect or insufficient addressing
  - 7. Property carried by or dispatched by the Named Insured for hire or reward
  - 8. Property stored at rental or under contract for storage packing and / or distribution
  - 9. Property caused by or arising out of mechanical or electrical breakdown or derangement wear and tear action of light deterioration mildew moth vermin and the like unless external Damage has occurred
  - 10. Property caused by bruising scratching chipping or denting
  - 11. furniture glass or other brittle objects unless caused by fire theft or accident to the mode of carriage

B. The Company will not be liable in respect of

- 1. mysterious loss or unexplained inventory shortages
- 2. loss of market or consequential loss of any kind or description whatsoever
- 3. Damage to Property outside the Territorial Limits (where the insurance provided by this Extension so provides) where such Property is situate in any territory which is subject to sanctions imposed by the United Nations or by the Governments of the United Kingdom or the United States of America

**The terms of this optional extension clause are subject otherwise to the terms of the property damage section and general policy terms**

# Optional Extension Clause – B4 Money & Personal Accident (Assault)

## Part A - Money

### Definitions

For the purpose of this Optional Extension Clause

The term 'Employee' shall mean a person employed under a contract of service or apprenticeship with the Named Insured

The term 'Business Hours' shall mean the Named Insured's usual business hours (including overtime) during which the Named Insured his directors partners or Employees entrusted with the Money are on the Business Premises for the purpose of the Business

### Cover

Notwithstanding Section Exclusion 13(a) this Section extends to indemnify the Named Insured following the undernoted events subject to the limits specified in the Schedule or as hereunder

1. Loss of Money the Property of the Named Insured or for which the Named Insured is responsible in the course of the Business
  - (a) on the Named Insured's Business Premises
  - (b) In Transit
  - (c) deposited in bank night safe until removed by a bank official
  - (d) at the private dwelling houses of the Named Insured's directors partners or authorised Employees up to a limit of €500 any one claim or claims arising from an Event
  - (e) in the custody of representatives of the Named Insured for twenty four hours from the time of receipt or until the next working day whichever is the later up to a limit of €500 any one claim or claims arising from an Event
  - (f) on sites of contracts or exhibitions whilst the Named Insured's Employees are working thereat up to a limit of €500 any one claim or claims arising from an Event
2. Damage to any case bag or waistcoat used for the carriage of Money following theft of Money or any attempt thereat occurring in the course of the Business up to a limit of €500 any one claim or claims arising from an Event
3. Damage to safe(s) strongroom(s) or franking machine(s) resulting from theft of Money or any attempt thereat
4. Damage to clothing and personal effects belonging to the Named Insured or any director partner or Employee of the Named Insured following theft of Money or any attempt thereat occurring in the course of the Business up to a limit of €500 any one claim or claims arising from an Event

### Conditions

1. The Insured shall comply with the following
  - (a) a complete record shall be kept of Money In Transit and at the Business Premises
  - (b) such record shall be deposited in a secure place other than in the safe(s) and/or strongroom(s) containing the Money
  - (c) outside Business Hours the safe(s) and/or strongroom(s) shall be kept locked and the keys thereof shall not be left on the Business Premises unless the Business Premises are occupied by the Named Insured or an authorised Employee in which case such keys if left on the Business

Premises shall be deposited in a secure place not in the vicinity of the safe(s) and/or strongroom(s)

- (d) the Named Insured shall maintain the following minimum standards of precaution for the safety of Money In Transit at all times
- (i) The times of transits routes and conveyances used shall be varied as far as possible
  - (ii) All persons engaged in the transit of Money shall be able-bodied adults
  - (iii) In respect of any one transit the following minimum number of able-bodied adults shall carry the Money which shall be divided equally between them

AMOUNT	NO. OF PERSONS
€1 to €2,500	1
€2,501 to €5,000	2
€5,001 to €7,500	3
€7,501 and over	Specialist Security Company

## Exclusions

- 1 The insurance provided under this Extension does not cover
- (a) shortages due to clerical or accounting errors
  - (b) loss due to the fraud or dishonesty of any director partner or Employee of the Named Insured
    - (i) not discovered within seven working days of the occurrence
    - (ii) more specifically insured by any other policy or policies except in respect of any excess beyond the amount payable under such other policy or policies
  - (c) loss or damage arising elsewhere than in Great Britain Northern Ireland the Isle of Man and the Channel Islands
  - (d) loss of Money from
    - (i) vending and/or gaming machines and/or automated money operated machinery
    - (ii) unattended vehicles
  - (e) loss resulting directly or indirectly from forgery fraudulent alteration or substitution or fraudulent use of a computer or electronic transfer
  - (f) notwithstanding exclusion (e) above loss caused by or resulting from an attack which allows unauthorised access or use of a computer or telecommunications system by electronically circumventing a security system and procedure and or a Computer Virus but this shall not exclude loss not otherwise excluded which itself results from fire explosion escape of water from any tank apparatus or pipe
  - (g) loss arising from depreciation in value or due to dishonoured cheques
  - (h) loss suffered as the result of a business transaction

## Part B - Personal Accident (Assault)

### Definition

For the purpose of this Optional Extension Clause the term 'Loss of limb' shall mean loss by physical severance at or above the wrist or ankle or the total and permanent loss of use of an entire hand arm foot or leg

## Cover

The Company shall in addition pay to the Named Insured the amount of the Benefit as shown under Contingencies happening to the insured persons detailed below as a result of theft or attempt thereat arising in the course of the Business

- (a) the Named Insured or any director partner or Employee of the Named Insured
- (b) any person to whom the Named Insured has entrusted money other than an employee of a professional security company or organisation

## Contingencies

Bodily injury caused by violent accidental external and visible means resulting directly solely and independently of other causes in

- |  |   |   |
|--|---|---|
| <ul style="list-style-type: none"><li>1. Death – €20,000</li><li>2. Permanent loss of all sight in one or both eyes - €20,000</li><li>3. Loss of one or more limbs – €20,000</li></ul>   | } | occurring within twenty-four months of bodily injury as aforesaid |
| <ul style="list-style-type: none"><li>4. Temporary total disablement from engaging in or giving attention to his profession or occupation commencing within 12 calendar months of bodily injury as aforesaid – €100/week (payable 4 weekly intervals)</li><li>5. Permanent and total disablement (other than by loss of limbs or sight) which on the expiration of 104 weeks from the date of such bodily injury shall permanently and totally disable an insured person from following or engaging in or giving attention to any kind of profession or occupation – €20,000</li></ul> |   |   |

## Conditions

- 1. (a) This insurance applies only to
  - (i) persons between the ages of 16 and 70 years
  - (ii) contingencies occurring within Great Britain Northern Ireland the Isle of Man and the Channel Islands
- 2. Benefit cannot be paid under more than one of the contingencies 1 to 3 and 5 in connection with the same injury
- 3. Payment of a claim under one of the contingencies 1 to 3 and 5 will end the cover granted in so far as it applies to the insured person concerned
- 4. The benefit under contingency 4 shall not be payable for more than 104 weeks in respect of any one injury calculated from the date of commencement of disablement
- 5. If and when benefit becomes payable under any of contingencies 1 to 3 or 5 weekly benefit being paid in connection with the same injury will cease and any weekly benefit already paid under contingency 4 will be deducted from the Benefit payable under contingencies 1 to 3 or 5
- 6. All certificates information and evidence required by the Company shall be furnished at the expense of the Named Insured and shall be in such form and of such nature as the Company may prescribe An insured person as often as required shall submit to medical examination on behalf of the Company at his own expense in respect of any alleged bodily injury The Company shall in the event of the death of an insured person be entitled to have a post-mortem examination at its own expense

**The terms of this optional extension clause (part a / part b) are subject otherwise to the terms of the property damage section and general policy terms**

# Optional Extension Clause – B5 Deterioration of Stock

## Definition

For the purpose of this Optional Extension Clause the following terms shall have the following meaning

**1. Plant**

The word 'Plant' shall mean as described in the Schedule situate at the Premises

**2. Property and Property Insured**

The words 'Property' and 'Property Insured' shall mean as described in the Schedule being the property of the Named Insured or for which they are legally responsible

## Cover

It is agreed that loss as insured by this Section extends to indemnify the Named Insured for Damage to Property Insured described in the Schedule or any part thereof whilst contained in the Plant by deterioration contamination putrefaction or howsoever otherwise Damaged caused by

(a) rise or fall in temperature in consequence of

- (i) the failure of the Plant due to its own inherent devices or accidental means
- (ii) the accidental failure of the public supply of electricity at the terminal end of the electric authority's service feeders at the Premises including (notwithstanding anything herein to the contrary) accidental failure solely due to destruction or damage by fire lightning explosion or earthquake elsewhere than at the said Premises

(b) accidental leakage of refrigerant or refrigerant fumes

The Company will by payment or at its option by reinstatement indemnify the Named Insured against such Damage

Provided that the liability of the Company under this Extension during any one Period of Insurance shall not exceed

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

## Exclusions

The Company shall not be liable under this Extension in respect of

- 1. consequential loss of any kind
- 2. Damage occasioned by failure of the public supply of electricity occasioned by the deliberate act of any Electricity Authority or by the exercise by any such Authority of its power to withhold or restrict supply
- 3. Damage due to failure to comply with the Manufacturers instructions or the use of components not approved by the Manufacturers
- 4. Damage occasioned by error in operation of the Plant

## Conditions

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

**The terms of this optional extension clause are subject otherwise to the terms of the property damage section and general policy terms**



## C. Business Interruption Section

### Definitions

**1. Business Premises**

The words 'Business Premises' shall mean buildings with their grounds at the addresses described in the Schedule attaching to the Schedule forming part of this Policy and identified by the 'Premises Code' shown against it which the Named Insured own occupy or are responsible for

**2. Damage**

The word 'Damage' shall mean for the purposes of this Section accidental loss or destruction of or damage

**3. Data**

The word 'Data' shall mean facts concepts and/or information converted to a form useable in the Named Insured's computer operations owned leased or rented by the Named Insured or for which they are legally responsible

**4. Glass**

The word 'Glass' shall mean flat annealed fixed glass toughened and laminated glass illuminated signs and electric light fittings at the Business Premises

**5. In Transit**

The words 'In Transit' shall mean whilst in the course of a journey by any means including the process of

(i) loading and unloading

(ii) temporarily housing during transit for a period of no more than 30 days (excluding storage at rental or under contract for storage packing and/or distribution)

and concluding when the property has either been placed at the Premises or receipt acknowledged by a consignee

**6. Indemnity Period**

The words 'Indemnity Period' shall mean the period beginning when the Damage occurs and ending when the results of the Business cease to be affected by the Damage but not exceeding the Maximum Indemnity Period (as shown in the Schedule)

**7. Media**

The word 'Media' shall mean solely the materials on which Data and/or Programs are recorded

**8. Programs**

The word '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 Named Insured or for which they are legally responsible

**9. Working Hours**

The words 'Working Hours' shall mean the whole period during which the vehicle is being used by its driver in connection with the Business of the Named 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

### Cover

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

Provided that

1. at the time of the happening of the Damage there shall be in force an insurance covering the interest of the Named Insured in the property at the Business Premises (or elsewhere where loss as insured hereunder is so extended to apply) against such Damage and that
  - (a) payment shall have been made or liability admitted therefor
  - (b) payment would have been made or liability admitted therefor but for the operation of a proviso in such insurance excluding liability for losses below a specified amount
2. the liability of the Company under this Section shall not exceed
  - (a) in the whole the Total Sum Insured or in respect of any item its Sum Insured or any other Limit of Liability stated in the Schedule at the time of the Damage
  - (b) the Sum Insured (or Limit) remaining after deduction for any other loss destruction or interference consequent upon Damage occurring during the same Period of Insurance unless the Company shall have agreed to reinstate any such Sum Insured (or Limit)

## Memoranda

### 1. Opening and Closing Stocks

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

### 2. Accountants

Any particulars or details in the Named Insured's books of account or other business books or documents which may be required by the Company under General Condition 6 of the Policy for the purpose of investigating or verifying any claim hereunder may be produced by professional accountants if at the time they are regularly acting as such for the Named Insured and their report shall be prima facie evidence of the particulars and details to which such report relates

The Company will pay to the Named Insured the reasonable charges payable by the Named Insured to their professional accountants for producing such particulars or details or any other proofs information or evidence as may be required by the Company under the terms of General Condition 6 of the Policy and reporting that such particulars or details are in accordance with the Named Insured's books of account or other business books or documents

Provided that the liability of the Company payable under this Clause when aggregated with any amount otherwise payable under the Section shall in no case exceed the Total Sum Insured by this Section

### 3. Automatic Reinstatement

In the absence of written notice by the Company or the Named Insured to the contrary within 30 days of notification of any loss then in consideration of the insurance not being reduced by the amount of any loss the Named Insured shall pay the appropriate extra premium on the amount of the loss from the date thereof to the expiry of the Period of Insurance

### 4. Current Cost Accounting

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

### 5. Value Added Tax

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

### 6. Alternative Trading

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

**7. Payments on Account**

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

**8. Accumulated Stock**

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

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

If following Damage giving rise to a claim under this Section the Named Insured shall hold a salvage sale during the Indemnity Period the term Reduction in Turnover shall for the purpose of such claim read as follows

'The term Reduction in Turnover means the sum produced by applying the Rate of Gross Profit to the amount by which the Turnover during the Indemnity Period (less the turnover for the period of the salvage sale) shall in consequence of the Damage fall short of the Standard Turnover from which sum shall be deducted the Gross Profit actually earned during the period of the salvage sale'

**10. Programs and Data**

The Named Insured shall

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

## Basis of Settlement – Gross Profit: Code GP

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

**(a) Reduction in Turnover**

And

**(b) Increase in Cost of Working**

and the amount payable as indemnity thereunder shall be

- (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 in consequence of the Damage fall short of the Standard Turnover
- (b) in respect of **Increase in Cost of Working** the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in Turnover which but for that expenditure would have taken place during the Indemnity Period in consequence of the Damage but not exceeding the sum produced by applying the Rate of Gross Profit to the amount of the reduction thereby avoided

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

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

### Special Definitions

#### Gross Profit

The words 'Gross Profit' shall mean the amount by which the sum of the Turnover and the amounts of the closing stock and work in progress shall exceed the sum of the amounts of the opening stock and work in progress and the amount of any Uninsured Working Expenses

#### Turnover

The word 'Turnover' shall mean the money paid or payable to the Named Insured for goods sold and delivered and for services rendered in course of the Business at the Business Premises

#### Uninsured Working Expenses

The words 'Uninsured Working Expenses' shall mean packing carriage and freight bad debts purchases less discounts and discounts allowed

#### Rate of Gross Profit

The words '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 Damage

#### Annual Turnover

The words 'Annual Turnover' shall mean the Turnover during the twelve months immediately before the date of the Damage

#### Standard Turnover

The words 'Standard Turnover' shall mean the Turnover during the period in the twelve months immediately before the date of the Damage which corresponds with the Indemnity Period (adjusted where the Indemnity Period exceeds twelve months)

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

## **Additional Memoranda**

### **Uninsured Standing Charges**

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

### **Return of Premium**

In the event of the Gross Profit (or a proportionately increased multiple thereof where the maximum Indemnity Period exceeds twelve months) during the accounting period of twelve months most nearly concurrent with any Period of Insurance being less than the Sum Insured a pro- rata return of premium not exceeding 50% of the premium paid on the such Sum Insured for such Period of Insurance will be made in respect of the difference If any Damage shall have occurred giving rise to a claim under this Item such return shall be made in respect only of so much of this difference as is not due to the Damage

## **Basis of Settlement - Additional Increase in cost of Working: Gross Profit: Code AICWGP**

The insurance under this item is limited to such further Additional Increase in Cost of Working beyond that recoverable under clause (b) 'In Respect of Increase in Cost of Working' of the appropriate Basis of Settlement applicable to that item shown in the Schedule as the Insured shall necessarily and reasonably incur during the Indemnity Period in consequence of the Damage for the purpose of avoiding or diminishing the reduction in Turnover

## Basis of Settlement – Gross Revenue: Code GR

The insurance under this item is limited to

**(a) Loss of Gross Revenue**

and

**(b) Increase in Cost of Working**

and the amount payable as indemnity thereunder 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 Revenue
- (b) in respect of **Increase in Cost of Working** the additional expenditure necessarily and reasonably incurred by the Named Insured for the sole purpose of avoiding or diminishing the loss of Gross Revenue which but for that expenditure would have taken place during the Indemnity Period in consequence of the Damage but not exceeding the amount of the reduction in Gross Revenue thereby avoided

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

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

### Special Definitions Gross Revenue

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

### Gross Revenue

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

### Standard Revenue

The Gross Revenue during that period in the twelve months immediately before the date of the Damage which corresponds with the Indemnity Period appropriately adjusted where the Indemnity Period exceeds twelve months

### Annual Revenue

The Gross Revenue during the twelve months immediately before the date of the Damage

to which such adjustments shall be made as may be necessary to provide for the trend of the Business and for variations in or other circumstances affecting the Business either before or after the Damage or which would have affected the Business had the Damage not occurred so that the figures thus adjusted shall represent as nearly as may be Reasonably practicable the results which but for the Damage would have been obtained during the relative period after the Damage

## Additional Memorandum

### Return of Premium

In the event of the Gross Revenue (or a proportionately increased multiple thereof where the maximum Indemnity Period exceed twelve months) during the accounting period of twelve months most nearly concurrent with any Period of Insurance being less than the Sum Insured a pro-rata return of premium not exceeding 50% of the premium paid on the such Sum Insured for such Period of Insurance will be made in respect of the difference If any Damage shall have occurred giving rise to a claim under this item such return shall be made in respect only of so much of this difference as is not due to the Damage



## **Basis of Settlement - Additional Increase in Cost of Working: Gross Revenue Code AICWGR**

The insurance under this item is limited to such further Additional Increase in Cost of Working beyond that recoverable under clause (b) 'In Respect of Increase in Cost of Working' of the appropriate Basis of Settlement applicable to that item shown in the Schedule as the Insured shall necessarily and reasonably incur during the Indemnity Period in consequence of the Damage for the purpose of avoiding or diminishing the reduction in Gross Revenue

## **Basis of Settlement - Increase in Cost of Working: Code ICW**

The insurance under this item is limited to the additional expenditure necessarily and reasonably incurred by the Named Insured for the sole purpose of avoiding or diminishing the interruption of or interference with the Business which but for that expenditure would have taken place during the Indemnity Period in consequence of the Damage Additional expenditure would be deemed to include the cost of removal to and from temporary premises and expenses incidental thereto increase in rent rates and taxes salaries of additional staff and overtime payments

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

## Extensions

The following extensions are operative only where stated as 'applicable' in the Schedule and subject otherwise to the terms conditions and exclusions of the Section and the Policy

Provided that the limit of the Company's liability under each extension in respect of any one claim or claims arising from an Event shall not exceed

(a) the percentage of the total of the Sums Insured by each applicable insured item

or

(b) the amount

as specified in the Schedule

### 1. **Prevention of Access**

It is agreed that loss as insured by this Section extends to include loss resulting from interruption to or interference with the Business in consequence of Damage to property in the vicinity of the Business Premises which shall prevent or hinder the use thereof or access thereto whether the Premises or property of the Named Insured shall be damaged or not but excluding Damage to property of any supply undertaking from which the Named Insured obtains electricity gas or water or telecommunications services which prevents or hinders the supply of such services to the Business Premises

### 2. **Public Utilities - Electricity**

It is agreed that loss as insured by this Section extends to include loss resulting from interruption to or interference with the Business in consequence of Damage to property at any generating station or sub-station of the public electricity supply undertaking from which the Named Insured obtains electricity

### 3. **Public Utilities - Gas**

It is agreed that loss as insured by this Section extends to include loss resulting from interruption to or interference with the Business in consequence of Damage to property at any land-based premises of the public gas supply undertaking or of any natural gas producer linked directly therewith from which the Named Insured obtains gas

### 4. **Public Utilities - Telecommunication**

It is agreed that loss as insured by this Section extends to include loss resulting from interruption to or interference with the Business in consequence of Damage to property at any land-based premises of any public telecommunications undertaking from which the Named Insured obtains telecommunications services

### 5. **Public Utilities - Water**

It is agreed that loss as insured by this Section extends to include loss resulting from interruption to or interference with the Business in consequence of Damage to property at any water works or pumping station of the public water supply undertaking from which the Named Insured obtains water

### 6. **Specified Suppliers**

It is agreed that loss as insured by this Section extends to include loss resulting from interruption to or interference with the Business caused by Damage at premises of the Named Insured's suppliers specified in the Schedule

### 7. **Specified Customers**

It is agreed that loss as insured by this Section extends to include loss resulting from interruption to or interference with the Business caused by Damage at premises of the Named Insured's customers specified in the Schedule

### 8. **Unspecified Suppliers**

It is agreed that loss as insured by this Section extends to include loss resulting from interruption to or interference with the Business caused by Damage at premises of the Named Insured's suppliers anywhere in Great Britain Northern Ireland the Isle of Man or the Channel Islands

## **9. Unspecified Customers**

It is agreed that loss as insured by this Section extends to include loss resulting from interruption to or interference with the Business caused by Damage at premises of any of the Named Insured's customers anywhere in Great Britain Northern Ireland the Isle of Man or the Channel Islands

## **10. Infectious Diseases etc**

It is agreed that loss as insured by this Section extends to include loss as insured hereunder directly resulting from interruption of or interference with the Business carried on by the Named Insured at the Business Premises in consequence of

1. an outbreak of legionella species at the Business Premises which results in closure of the whole or part of the Business Premises by the order of a competent local authority
2. murder manslaughter or suicide occurring at the Business Premises
3. bodily injury occurring at the Business Premises
4. closing of the whole or part of the Business Premises by the order of a competent local authority as a result of
  - (a) defects in the drains or other sanitary arrangements at the Business Premises
  - (b) the Business Premises becoming infested with vermin or pests

## **Clause Definitions**

### **Infectious Disease**

The term 'Infectious Disease' shall mean

- |       |  |   |
|-------|--|---|
| (i)   | Food or Drink poisoning  |   |
| (ii)  | Legionnaires disease and Legionella virus  |   |
| (iii) | Cholera<br>Plague<br>Relapsing fever<br>Smallpox<br>Typhus   |   |
| (iv)  | Acute Encephalitis<br>Acute Poliomyelitis<br>Anthrax<br>Diphtheria<br>Dysentery (Amoebic or Bacillary)<br>Leprosy Leptospirosis<br>Malaria<br>Measles<br>Meningitis<br>Meningococcal<br>Septicaemia (without Meningitis)<br>Whooping Cough | Mumps<br>Ophthalmia Neonatorum<br>Paratyphoid Fever<br>Rabies<br>Rubella<br>Scarlett Fever<br>Tetanus<br>Tuberculosis<br>Typhoid Fever<br>Viral Haemorrhagic<br>Fever Viral Hepatitis<br>Yellow Fever |

### **Indemnity Period**

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

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

and ending not later than three months thereafter

**11. Transit**

It is agreed that loss as insured by this Section extends to include loss resulting from interruption to or interference with the Business in consequence of Damage to property of the Named Insured whilst In Transit by road rail or inland waterway in Great Britain Northern Ireland the Isle of Man or the Channel Islands provided that no liability shall attach in respect of any loss arising from delay or loss of use of the conveying road or rail vehicle or Waterborne craft

**12. Contract Sites**

It is agreed that loss as insured by this Section extends to include loss resulting from interruption to or interference with the Business in consequence of Damage to property of the Named Insured at any situation in Great Britain Northern Ireland the Isle of Man or the Channel Islands not in the occupation of the Named Insured where the Named Insured is carrying out a contract

**13. Property Stored**

It is agreed that loss as insured by this Section extends to include loss resulting from interruption to or interference with the Business in consequence of Damage to property of the Named Insured whilst stored anywhere in Great Britain Northern Ireland the Isle of Man or the Channel Islands elsewhere than any premises in the occupation of the Named Insured

**14. Loss of Attraction**

It is agreed that loss as insured by this Section extends to include loss resulting from interruption to or interference with the Business in consequence of Damage to property in the vicinity of the Business Premises which shall cause loss of custom to the Named Insured directly due to loss of amenities in the immediate vicinity of the Business Premises whether the Business Premises or the property of the Named Insured therein shall be damaged or not

**15. Exhibition Sites**

It is agreed that loss as insured by this Section extends to include loss resulting from interruption to or interference with the Business in consequence of Damage to property of the Named Insured whilst at any situation not in the occupation of the Named Insured where the Named Insured is exhibiting his goods for sale

**16. Exhibition Loss of Expenses**

It is agreed that this Section extends to indemnify for Exhibition Loss of Expenses sustained by the Named Insured as a result of Damage to

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

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

Definition applying to this extension

The words 'Exhibition Loss of Expenses' shall mean expenses directly incurred in connection with the exhibition including advertising printing stationery charges for space and services hire of stand transport charges and the cost of installing stands fittings and exhibits

**17. Fines and Damages**

It is agreed that this Section extends to indemnify for fines and damages for breach of contract that the Named Insured shall be legally liable to pay for non- completion or late compliance of orders solely in consequence of the Damage at the Business Premises

**18. Bomb (Hoax or Actual)**

It is agreed that loss as insured by this Section extends to include loss resulting from interruption to or interference with the Business at the Business Premises directly in consequence of the actual or suspected presence of an incendiary or explosive device

- (a) within the Business Premises
- (b) or in the vicinity of the Business Premises

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

Provided that

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

## Optional Extension Clause - C1 Outstanding Debit Balances

The following extension is only operative if it appears on the Business Interruption Section Schedule with a sum insured and subject otherwise to the terms conditions and exclusions of the Section and the Policy

It is agreed that loss as insured by this Section extends to include untraceable or unestablishable Outstanding Debit Balances in whole or in part due to the Named Insured as a result of the Named Insured's books of account or other business books or records being the subject of Damage as insured by this Section

Then the Company will pay to the Named Insured the amount of loss resulting from such Damage in accordance with the provisions contained herein subject to the Sum Insured specified in the Schedule in respect of any one claim or claims arising from an Event

In respect of Outstanding Debit Balances directly due to such Damage the amount payable in respect of any one occurrence of Damage shall not exceed

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

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

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

'Outstanding Debit Balances' shall mean the total declared in the statement last given in accordance with the provisions of the Note below adjusted for

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

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

### Note

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

On the expiry of the Period of Insurance the actual premium shall be calculated at the rate per cent per annum on the average amount insured i.e. the total of the sums declared divided by the number of declarations If the actual premium shall be less than the premium paid for this cover the difference shall be repaid to the Named Insured but such repayment shall not exceed 50% of the said paid premium

If the amount of a declaration exceeds the sum insured applicable at the date of such declaration then for the purposes of this memorandum only the Named Insured shall be deemed to have declared such a sum insured

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

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

## Exclusions

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

1. if after the commencement of this insurance
  - (a) the Business be wound up or permanently discontinued or the Named Insured becomes bankrupt or the Business is carried on by the liquidator(s)
  - (b) the interest of the Named Insured ceases other than by death
2. in consequence of Damage to vehicles requiring a licence for road use (including accessories thereon) caravans trailers railway locomotives rolling stock or aircraft
3. in consequence of 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 insured Damage to property used by the Named Insured and is not otherwise excluded
4. in consequence of Damage caused by or consisting of breakdown or derangement of Computer and Telecommunication Equipment Media and Ancillary Equipment but this shall not exclude
  - (a) such Damage which itself results from other Damage and is not otherwise excluded
  - (b) subsequent Damage which itself results from a cause not otherwise excluded
5. in consequence of Damage caused by the deliberate act of a supply undertaking in withholding the supply of water gas electricity fuel or telecommunication services but this shall not exclude
  - (a) such Damage which itself results from other Damage and is not otherwise excluded
  - (b) subsequent Damage which itself results from a cause not otherwise excluded
6. in consequence of Damage caused by or resulting from an attack which allows unauthorised access or use of a computer or telecommunications system by electronically circumventing a security system and procedure and or a Computer Virus but this shall not exclude Damage not otherwise excluded which itself results from fire explosion escape of water from any tank apparatus or pipe
7. in consequence of Damage in respect of
  - (a) Money
  - (b) property In Transitunless specifically mentioned as insured by this Section
8. in consequence of Damage caused by or consisting of
  - (a) inherent vice latent defect gradual deterioration wear and tear frost change in water table level its own faulty or defective design or materials
  - (b) the bursting by steam pressure of any vessel machine or apparatus (not being a boiler or economiser on the Business Premises or a boiler used for domestic purposes only) in which internal pressure is due to steam only and belonging to or under the control of the Named Insured
  - (c) faulty or defective workmanship operational error or omission on the part of the Named Insured or any of his Employees
  - (d) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds
  - (e) growing vegetationbut this shall not exclude subsequent Damage which itself results from a cause not otherwise excluded



9. (a) in consequence of Damage caused by or consisting of
  - (i) osmosis electrolysis corrosion rust wet or dry rot shrinkage evaporation loss of weight dampness dryness marring scratching vermin insects marine life humidity contamination or action of light
  - (ii) change in temperature colour flavour texture or finish
  - (iii) erasure or distortion of information on computer systems or other records due to the presence of a magnetic flux
  - (iv) the freezing solidification or inadvertent escape of molten material
 (b) in consequence of Damage consisting of
  - (i) joint leakage failure of welds cracking fracturing collapse or overheating of boilers economisers superheaters pressure vessels or any range of steam and feed piping in connection therewith
  - (ii) breakdown or derangement in respect of the particular machine apparatus or equipment in which such breakdown or derangement originates
 but this shall not exclude
  - (a) such Damage not otherwise excluded which itself results from a Defined Peril or from any other Damage
  - (b) subsequent Damage which itself results from a cause not otherwise excluded
10. in consequence of Damage caused by pollution or contamination but this shall not exclude Damage not otherwise excluded caused by
  - (a) pollution or contamination which itself results from a Defined Peril
  - (b) a Defined Peril which itself results from pollution or contamination
11. in consequence of Damage to buildings or structures thereat caused by their own collapse or cracking unless resulting from a Defined Peril insofar as it is not otherwise excluded
12. in consequence of Damage to that part of the property
  - (a) caused by fire resulting from its undergoing any heating process or any process involving the application of heat
  - (b) resulting from its undergoing any process of production packing treatment commissioning servicing or repair
13. in consequence of Damage caused by or consisting of
  - (a) subsidence ground heave or landslip unless resulting from fire explosion earthquake or the escape of water from any tank apparatus or pipe
  - (b) normal settlement or bedding down of new structures
  - (c) dishonesty fraudulent action trick device or other false pretence by any Employee partners or directors of the Named Insured whether acting alone or in collusion with others
  - (d) disappearance unexplained or inventory shortage misfiling or misplacing of information
14. in consequence of Damage by wind rain hail sleet snow flood sunlight or dust to moveable property in the open or fences or gates or marques or other temporary structures but this exclusion shall not apply to power operated travel hoists cranes lifting equipment or boat moving plant
15. in consequence of Damage caused by theft or attempted theft of the Property Insured including Vessel's Machinery gear and equipment (including masts spars and sails) from the Premises unless

- (a) accompanied by violence to persons or threat of violence to persons or
  - (b) accompanied by forcible and violent entry to or exit from the buildings including outbuildings and or grounds where such grounds are enclosed by properly maintained fences and gates which are locked) and provided that the Premises have not been unoccupied for a period of more than thirty consecutive days
16. in consequence of Damage to Property Insured including any part comprising Vessel's Machinery gear and equipment (including masts spars and sails) all which are not on or in the Vessel
- (a) away from the Premises (where the insurance on any Property Insured item as stated in the Specification to the Schedule so provides or as provided for under cover clause 2 Temporary Removal) 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 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 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 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
17. in consequence of Damage caused by theft or attempted theft of any trailer unless an Anti Theft Device is fitted and activated
18. in consequence of Damage caused by theft or attempted theft of the Vessel when on a trailer unless an Anti Theft Device is fitted to protect the trailer and is activated
19. in consequence of Damage caused by theft or attempted theft of the Vessel's Machinery gear and equipment including masts spars and sails in the open within grounds at the Premises which are not enclosed by properly maintained fences and locked gates other than Damage caused by theft or attempted theft of any part comprising Vessel's Machinery gear and equipment including masts spars and sails all which are on or in the Vessel and the part is either
- (a) securely fastened to the Vessel and in the case of an outboard motor locked on by an Anti Theft Device in addition to its normal method of attachment or
  - (b) inside a locked compartment on the Vessel and there is evidence of forcible and violent entry into the Vessel or removal of the part

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

20. in consequence of Damage caused by theft or attempted theft of an outboard engine unless in addition to its normal method of attachment to the Vessel it is secured by an appropriate Anti Theft Device
21. in consequence of Damage in respect of any Business Premises which are unoccupied for a period of more than thirty consecutive days other than Damage caused by fire explosion aircraft or other aerial devices or articles therefrom subject to the following Special Condition Special Condition

It is a condition precedent to liability under the Policy that

- (a) the Business Premises are secured against illegal entry All windows and doors shall be fitted with good quality locks
  - (b) all unnecessary services to be disconnected other than limited services required for security guards fire and burglar alarms
  - (c) all letter boxes shall be sealed to prevent insertion of material
  - (d) perimeter fences walls and gates to be kept complete and maintained
  - (e) the Business Premises shall be kept clear both internally and externally of combustible materials and not be used for storage
  - (f) vegetation surrounding the building shall be kept down
  - (g) the Business Premises shall be guarded 24 hours a day and patrolled internally and externally at not more than six hour intervals and work required to maintain security shall be carried out immediately A record of these patrols shall be kept which shall be produced to The Company on request
22. in consequence of Damage in respect of
- (a) property or structures in course of construction or erection and materials or supplies in connection with all such property in course of construction or erection
  - (b) land roads bridges culverts or excavations
  - (c) livestock growing crops or trees

unless specifically mentioned as insured by this Section

23. in consequence of Damage to property of the Named Insured outside the Territorial Limits (where loss as insured by this Section so provides) where such property is situate in any territory which is subject to sanctions imposed by the United Nations or by the Governments of the United Kingdom or the United States of America
24. in consequence of Damage in respect of jewellery precious stones precious metals bullions furs curiosities works of art or rare books
25. in consequence of Damage caused by operational error or omission on the part of the Named Insured or any of his Employees but this shall not exclude subsequent Damage which itself results from a cause not otherwise excluded
26. in consequence of Damage caused by explosives pyrotechnics or flares belonging to the Named Insured other than proprietary manufactured flares
27. in consequence of Damage or expense arising out of unseaworthiness of the Vessel where the Named Insured is privy to such unseaworthiness

## Endorsements

The following endorsements are only operative if shown on the Business Interruption Section Schedule and subject otherwise to the terms conditions and exclusions of the Section and the Policy

### BI01. Public Utilities

Loss as insured by each of Section extensions 2 3 4 and 5 where operative is hereby extended to include loss resulting from interruption to or interference with the Business in consequence of Damage to connecting pipes and cables between the premises of the utility undertaking as described in the particular Section extension and the terminal connecting point at the Business Premises

### BI02. Subsidence

Notwithstanding Section Exclusion 13(a) the insurance is extended to include loss resulting from interruption to or interference with the Business in consequence of Damage caused by or consisting of subsidence or ground heave of any part of the site on which the property stands or landslip excluding

- (a) Damage to yards car-parks pavements walls gates and fences unless also affecting a Building insured hereby
- (b) 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 cover
- (d) Damage resulting from
  - (i) demolition construction structural alteration or repair of any property or
  - (ii) groundworks or excavation at the same Business Premises
- (e) the Deductible if stated in the Schedule and which shall apply to each separate Business Premises as ascertained after the application of any Underinsurance Condition

### Special Condition

In so far as this insurance relates to Damage caused by or consisting of subsidence ground heave or landslip this Section shall be avoided if the risk of such Damage is increased by reason of demolition groundworks excavation or construction being carried out on any adjoining site unless admitted by the Company in writing

## D. Computer All Risks Section

### Definitions

In this Section the following terms shall have the following meanings

**1. Damage or Damaged**

The words 'Damage' or 'Damaged' shall mean for the purposes of this Section accidental loss or destruction of or damage to the Property

**2. Data**

The word 'Data' shall mean facts concepts and/or information converted to a form useable in the Named Insured's computer operations owned leased or rented by the Named Insured or for which they are legally responsible

**3. Fixed Media**

The words 'Fixed Media' shall mean Media integral to Computer and Telecommunication Equipment

**4. Indemnity Period**

The words 'Indemnity Period' shall mean the period beginning with the occurrence of an Insured Incident and ending not later than the last day of the period as specified in the Schedule under the title of 'Indemnity Period' during which the results of the Business shall be affected in consequence of the Insured Incident

**5. Insured Incident**

The words 'Insured Incident' shall mean

- (i) Damage insured by this Section
- (ii) Reinstatement of Data and Reinstatement of Programs insured by this Section
- (iii) Damage recoverable under guarantee or under a maintenance rental hire or lease agreement on the Property and for which there is not in force an insurance covering the interest of the Named Insured in the property for such Damage
- (iv) Damage to any item due to its own breakdown or derangement if a maintenance rental hire or lease agreement is not in force on such item
- (v) the accidental failure or fluctuation of the public supply of electricity at the terminal ends of the public supply authority's service feeders at the Premises in which the Property is situated not occasioned by the deliberate act of any supply authority nor the exercise by any such authority of its power to withhold or restrict supply other than for the sole purpose of safeguarding life or the authority's property
- (vi) the accidental failure of the electricity supply in the distribution wiring within the Premises in which the Property is situated not occasioned by failures as in (v) above
- (vii) the accidental failure of any telecommunications system used in connection with the Property not occasioned by
  - (a) the deliberate act of any telecommunications authority nor the exercise by any such authority of its power to withhold or restrict operation of the system nor the inability of any such authority to maintain the system due to industrial action by any of its employees
  - (b) the use by the Named Insured of machinery and equipment which is not acceptable to the telecommunications authority as properly installed and compatible with the telecommunications system
- (viii) (a) Damage to the Premises in which the Property is situated or to any contents thereof or to property in the vicinity of the Premises and/or
  - (b) the exercise by any public and/or police authority of its powers for the sole purpose of safeguarding life

which prevents the Named Insured gaining access to and/or using the Computer and Telecommunication Equipment

- 6. Media**  
The word 'Media' shall mean solely the materials on which Data and/or Programs are recorded
- 7. Programs**  
The word '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 Named Insured or for which they are legally responsible
- 8. Property and Property Insured**  
The words 'Property' and 'Property Insured' shall mean as described in the Schedule
- 9. Reinstatement of Data**  
The words 'Reinstatement of Data' shall mean the reinstatement of Data following accidental loss distortion corruption or erasure of such Data
- 10. Reinstatement of Programs**  
The words 'Reinstatement of Programs' shall mean the reinstatement of Programs following accidental loss distortion corruption or erasure of such Programs
- 11. Stock**  
The word 'Stock' shall mean stock merchandise goods held in trust materials of trade and finished goods which the Named Insured owns or for which the Named Insured is responsible
- 12. Unfixed Media**  
The words 'Unfixed Media' shall mean Media (other than Fixed Media and paper records of any description) owned by or leased hired or rented to the Named Insured
- 13. Working Hours**  
The words 'Working Hours' shall mean the whole period during which the vehicle is being used by its driver in connection with the Business of the Named 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

## Cover

The Company will indemnify the Named Insured in accordance with the undernoted cover clauses following Damage as insured hereunder occurring during the Period of Insurance provided that the liability of the Company shall in no case exceed in respect of each insured item the Sum Insured for that item in the Schedule or in the whole the Total Sum Insured

- 1. Damage to Computer and Telecommunication Equipment Media and Ancillary Equipment**  
In the event of Damage to the Property Insured described in the Schedule (other than by an excluded cause) the Company will pay to the Named Insured in accordance with the Basis of Settlement  
  
Excluding accidental loss distortion corruption or erasure of Programs and Reinstatement of Programs and Reinstatement of Data or the value to the Named Insured of the Data contained therein
- 2. Reinstatement of Programs**  
In the event of accidental loss distortion corruption or erasure of Programs recorded on Media insured by Cover 1 the Company will pay the costs necessarily and reasonably incurred by the Named Insured in the Reinstatement of Programs but not for any Reinstatement of Data or the value to the Named Insured of the Data contained therein
- 3. Reinstatement of Data**  
In the event of accidental loss distortion corruption or erasure of Data recorded on Media insured by Cover 1 the Company will pay the costs necessarily and reasonably incurred by the Named Insured in the Reinstatement of Data but excluding the value to the Named Insured of the Data
- 4. Increase in Cost of Working**  
If the computer operations of the Business at the Premises or elsewhere as identified by the respective Premises Code or Location Code (and detailed in the List Of Premises and Other Locations Schedule) shown against the item(s) stated in the Schedule applying to this Cover 4 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 Named Insured during the Indemnity Period in consequence of such interruption or interference

## Extensions

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 in the Schedule in respect of any one claim or claims arising from an Event

### 1. Removal of Debris

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

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

following a loss insured by this Section

The Company will not pay for any costs or expenses

- (i) incurred in removing debris except from the site of such property destroyed or damaged and the area immediately adjacent to such site
- (ii) arising from the pollution or contamination of property not insured by this Section

### 2. Temporary Repairs and / or Expediting Costs

The Company will pay for costs necessarily and reasonably incurred in the making of temporary repairs upon and/or the expediting of the repair reinstatement or replacement of Property consequent upon Damage insured by this Section

### 3. Incompatibility of Computer Records

The Company will pay for

- (a) costs of modification of Computer and Telecommunication Equipment including Fixed Media

or

- (b) costs of replacement of Unfixed Media

together with reinstatement of Programs and/or Data thereon (whichever is less) to achieve compatibility in the event that loss or destruction of Computer and Telecommunication Equipment insured by this Section has resulted in undamaged Unfixed Media being incompatible with the replacement Computer and Telecommunication Equipment

### 4. Additional Property

The Insurance extends to include Damage to Property acquired after the commencement of the Period of Insurance for the period up to the next renewal date subject to the Company being notified in writing within 28 days of acquisition and the Insured paying or agreeing to pay such additional premium as the Company may reasonably require

### 5. Additional Rental

In the event of Damage insured by this Section to Property 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

### 6. 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 arising out of the accidental discharge of such systems



## Additional Cover

### A. 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 appropriate Sum Insured

### B. Measures Taken in Avoidance of Impending Loss or Damage

The Company will subject to the Sum Insured on Computer and Telecommunication Equipment Media and Ancillary Equipment pay costs incurred by the Named Insured in taking reasonable but exceptional measures to avoid or mitigate impending Damage insured by this Section

provided that

- (i) the impending Damage does not stem from any reasonable foreseeable cause and that Damage would be the natural outcome to be expected in the absence of such measure
- (ii) the Company is satisfied that Damage has been avoided or reduced in consequence of the measures taken
- (iii) the terms exclusions and conditions of this Section shall apply as if Damage had occurred

### C. Automatic Reinstatement

The amounts stated in this Section as Sums Insured will be automatically reinstated from the date of occurrence of any claim at additional premium to be agreed between the Company and the Named Insured except that the Company will not require additional premium if the total cost of the claim does not exceed €10,000

### D. Waiver of Subrogation against Authorised Users

Notwithstanding General Condition 8 the Company shall waive any rights of subrogation against any user of the Property provided that

- (i) such user has the authority of the Named Insured to use the Property and
- (ii) that such user shall as if he were the Named Insured observe fulfil and be subject to the terms exclusions and conditions of this Section

### E. Professional Accountants' Charges

The Company will subject to the Sum Insured shown in the Schedule in respect of Cover 4 Increase in Cost of Working pay to the Named Insured the reasonable charges payable by the Named Insured to their professional accountants for producing particulars of any claim for which indemnity is provided by Cover 4 Increase in Cost of Working

### F. Fire Extinguishing Expenses

The insurance by this Section extends to include the costs incurred by the Named Insured in recharging replenishing or replacing fire extinguishing appliances (other than gas flooding systems) and replacing sprinkler heads in automatic sprinkler installations rendered necessary as a result of fire at the Business Premises for which liability is admitted under this Section

## Conditions

### 1. Fire Precautions (applicable only if the devices described therein are installed at the Business Premises)

The Named Insured shall ensure that in respect of

#### (1) Fire Break Doors and Shutters

all fire break doors and shutters will be kept closed (except during working hours) and will be maintained in efficient working order



**(2) Fire Extinguishing Appliances**

all fire extinguishing appliances will be regularly inspected and maintained in efficient working order

**(3) Fire Alarm Installations and Automatic Sprinkler Installations**

the Named Insured shall

- (a) take all reasonable steps to
  - (i) prevent frost and other damage to the installations
  - (ii) subscribe to an annual maintenance contract to ensure the automatic sprinkler and fire alarm installation (internal and external) are in operational condition
  - (iii) maintain ready access to the water supply control facilities
- (b) notify the Company in writing and obtain its prior agreement in writing before any repairs or alterations to the installations are implemented
- (c) allow the Company access to the Business Premises at all reasonable times to inspect the installations
- (d) make a test every week for the purpose of ascertaining that the Alarm Gong is in working order and that the Stop Valves controlling the individual water supplies and the Installation(s) are fully open
- (e) make quarterly or half-yearly tests if required by the Company to do so for the purpose of ascertaining that each water supply is in order and record the particulars of each test
- (f) make a test at least once a week for the purpose of ascertaining the condition of (i) Brigade connection and (ii) the batteries in respect of each approved system for the transmission of alarm signals from sprinkler installations to a Fire Brigade

N.B. 1 - As regards (i) where the Fire Brigade has given a written undertaking to carry out this test the Insured's responsibility will be confined to requirement (ii)

N.B. 2 - Where the circuit concerned in (i) is not continuously monitored the aforesaid test is to be carried out every weekday (weekends and public holidays excepted)
- (g) make a test every weekday (weekends and public holidays excepted) for the purposes of ascertaining the condition of the circuit between the alarm switch and the control unit

N.B. 3 - Where the circuit between the alarm switch and the control unit is continuously monitored or the circuit is such that one break of wires will not prevent an alarm signal being transmitted (e.g. a ring circuit) this test need not be made
- (h) remedy promptly any defect revealed by the above tests
- (i) give notice to the Company in relation to any automatic sprinkler installation if
  - (a) its water supply be turned off
  - (b) it becomes inoperative from any cause except for the purpose of testing maintenance or repair

If alterations or repairs to the automatic sprinkler installation become necessary to ensure its full and effective operational capability the Company may at its option suspend any cover which is granted against Damage to the Property Insured by escape of water from said installation until the alterations or repairs have been carried out and approved by the Company

## **2. Theft Precautions — Business Premises**

The Named Insured shall ensure that

- (1) all security devices (other than Intruder Alarm) including locks fastenings shutters and other methods of securing access to the Business Premises are in full and effective operation and keys removed from the Business Premises whenever same is closed for business
- (2) where the Company have required an Intruder Alarm to be installed or if an Intruder Alarm is already installed on the Business Premises
  - (a) the Intruder Alarm must be maintained in an efficient and operational condition at all times and in accordance with its installation specification or as otherwise approved by the Company
  - (b) a maintenance service contract with the installation company or as otherwise approved by the Company must be in force and the maintenance company immediately advised of any apparent defect in the Intruder Alarm or its signalling
  - (c) the Intruder Alarm shall be put into full and effective operation at all times in respect of 24 hour designated circuits and otherwise the Business Premises must not be left unattended unless
    - (i) the Intruder Alarm is put into full and effective operation including where the equipment permits any central station to which the Intruder Alarm is connected acknowledging the setting signal
    - (ii) the Intruder Alarm is regularly tested and is in full and efficient working order
  - (d) immediate written notice shall be given to the Company if the Named Insured receives from the Police or security organisation warning of a possible or intended withdrawal of response to calls from the Intruder Alarm or of a reduced response level

The insurance provided under this Section does not cover Damage caused by theft or attempted theft from the Business Premises other than by robbery or attempted robbery where Police response to alarm activation is withdrawn unless written agreement has been obtained from the Company that such insurance remains operative

The words 'Intruder Alarm' include detection devices sensors detection circuit control and processing equipment power supplies audible and remote signalling including ancillary telecommunication systems

## **3. Theft Precautions - Third Party Premises** Regardless of if the Named Insured has full control of the security or not at any third party Premises (and accordingly not Business Premises which for the avoidance of doubt Section Conditions 1 and 2 above apply to) the insurance provided under this Section in respect of Damage caused by theft or attempted theft shall be subject to:

- (a) all security devices (other than Intruder Alarm) including locks fastenings shutters and other methods of securing access to such Premises being put in full and effective operation and keys removed from the Premises whenever they are closed for business and
- (b) where an Intruder Alarm is installed on such Premises
  - (i) the Intruder Alarm being maintained in an efficient and operational condition at all times and in accordance with its installation specification or as otherwise approved by the Company
  - (ii) the Intruder Alarm being put in to full and effective operation including any central station connection whenever the Premises are left unattended

If the above is not fully complied with or if Police response to the Intruder Alarm is withdrawn no cover shall apply in respect of theft attempted theft from the Premises (other than by robbery or attempted robbery) unless written agreement has been obtained from the Company that such insurance remains in force

The words 'Intruder Alarm' include detection devices sensors detection circuit control and processing equipment power supplies audible and remote signalling including ancillary telecommunication systems

**4. Underinsurance**

The Sum Insured by each item of Computer and Telecommunication Equipment Media and Ancillary Equipment is declared to be separately subject to an Underinsurance Condition The Underinsurance Condition applicable is dependent upon which Basis of Settlement applies and is detailed therein

**5. Unoccupancy**

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

**6. Claims Conditions**

**(a) Other Interests**

The interests of parties under mortgage hiring leasing or similar agreements with the Named Insured are noted in this insurance provided that the nature and extent of any such interests are disclosed to the Company by the Named Insured in the event of a claim against this Section

**(b) Subrogation Waiver**

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

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

in each case as defined by the Companies Act 1985 as amended

**(c) Reinstatement**

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

**(d) Company's Rights following a Claim**

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

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

**7. Reasonable Precautions**

The Named Insured shall

- (a) maintain the Property in an efficient condition
- (b) take all reasonable precautions to prevent Damage to the Property or accidental loss distortion corruption or erasure of Programs and/ or Data
- (c) in respect of Programs maintain a backup copy of the current version at a location other than the respective Premises where the Media on which the Programs are recorded is situate

- (d) in respect of Data maintain a weekly full system backup of Data at a location other than the respective Premises where the Media on which the Data is recorded is situate

**8. Designation**

Where necessary the item heading under which any Property is insured shall be determined by the designation under which such Property appears in the Named Insured's books

**9. Non-invalidatio**

Notwithstanding General Conditions 1. and 2. the insurance by this Section shall not be invalidated by any act or omission or by any alterations in respect of any portion of the Premises hereby insured not occupied by the Named Insured whether constituting an increase in risk or not unknown to or beyond the control of the Named Insured provided that immediately the Named Insured becomes aware thereof shall give notice to the Company and pay an additional premium if required

## **Basis of Settlement**

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

**1. Indemnity - Code: INDTY**

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

**Special Provision**

**(a) Underinsurance Condition**

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

**2. Reinstatement - Code REINS**

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

For this purpose **Reinstatement** means

- (a) the rebuilding or replacement of Property sustaining Damage which provided the liability of the Company is not increased may be carried out

- (i) in any manner suitable to the requirements of the Named Insured

- (ii) upon another site

- (b) the repair or restoration of Property Insured lost or damaged

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

**Special Provisions**

**(a) Repairs and Restoration**

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

**(b) Underinsurance Condition**

If at the time of reinstatement the sum representing 85% of the cost which would have been incurred in reinstating the whole of the Property Insured covered by any Item to which this Basis applies exceeds its Sum Insured at the commencement of loss or damage the amount payable

by the Company will not exceed that proportion of the amount of such loss or damage which the said Sum Insured compares to the total cost of reinstating the whole of such Property Insured at that time

**(c) Alternative Basis of Payment**

Even where this Reinstatement Basis of Settlement applies the amount payable will be in accordance with the Indemnity Basis

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

**3. Day One Reinstatement - Code: DAY 1**

Subject to the following special provisions

The basis on which the amount payable for the Property Insured lost destroyed or damaged will be calculated is the same as the Reinstatement Basis except that special provision 2(b) Underinsurance Condition is restated as follows

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

**Special Provisions**

- (a) The Premium has been calculated on the basis of the Declared Value stated in writing to the Company
- (b) Declared Value means the Insured's assessment of the cost of Reinstatement of the Property Insured arrived at in accordance with the Reinstatement Basis of Settlement paragraph 2(a) at the level of costs applying at the commencement of the Period of Insurance (ignoring inflationary factors which may operate subsequently) together with in so far as the insurance by the item provides due allowance for
  - (i) Removal of Debris
  - (ii) Professional Fees
- (c) At the commencement of each Period of Insurance the Insured will notify the Company of the Declared Value of the Property Insured by each item In the absence of such declaration the last amount declared by the Insured will be taken as the Declared Value for the ensuing Period of Insurance
- (d) The Declared Value for each item of Computer and Ancillary Equipment is the amount shown on the Schedule in the brackets below the Sum Insured in respect of each such item
- (e) In the event of loss the liability of the Company in respect of Computer and Ancillary Equipment will not exceed
  - (i) the Declared Value applicable to each item multiplied by the Day One Adjustment figure specified in the Scheduleor
  - (ii) if special provision 2(c) of the Reinstatement Basis (the Alternative Basis of Payment) applies the Declared Value applicable to each item as specified in the Schedule

## Exclusions

This Section does not cover

- 1. Breakdown or Derangement  
(not applicable to Cover 4 Increase in Cost of Working)**  
Damage to any item of Computer and Telecommunication Equipment including Fixed Media due to its own breakdown or derangement unless such item is at the time of the Damage the subject of a maintenance rental hire or lease agreement which must provide a minimum service of on- call remedial and/or corrective maintenance at inclusive cost
- 2. Maintenance Agreement**  
Damage recoverable under any guarantee or maintenance rental hire or lease agreement
- 3. Consequential Loss**  
Consequential loss or damage of any kind or description other than that provided for specifically under this Section and such cover provided under this Section shall not include any consequential loss which is also insured under the Business Interruption Section
- 4. 48 Hour Exclusion Period if No Maintenance**  
In respect of Cover 4 Increase in Cost of Working the additional expenditure incurred during the first 48 hours following breakdown or derangement of any item of Computer and Telecommunication Equipment if a maintenance rental hire or lease agreement providing a minimum service of on-call remedial and/or corrective maintenance at inclusive cost is not in force on such item
- 5. Satellite Telecommunications**  
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
- 6. Reinstatement of Data and Reinstatement of Programs**  
In respect of Cover 4 Increase in Cost of Working the costs of Reinstatement of Data and Reinstatement of Programs onto Fixed Media and/or Unfixed Media
- 7. Wear and Tear**  
Damage caused by or consisting of wear and tear deterioration due to atmospheric or climatic conditions rust or corrosion but this exclusion shall not apply to subsequent Damage which itself results from a cause not otherwise excluded
- 8. Theft from the Premises**  
Damage caused by theft or attempted theft of the Property Insured from the Premises as stated in the Schedule unless caused by theft or attempted theft of the Property Insured from the buildings (but not grounds) at the Premises where accompanied by forcible and violent entry to or exit from the buildings or by violence to persons or threat of violence to persons and provided that the Premises have not been unoccupied for a period of more than thirty consecutive days
- 9. Property Insured away from the Premises  
Damage to Property Insured**
  - (a) away from the Premises (where the insurance on any Property Insured item as stated in the Schedule 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 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 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 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
- 10. Stock**  
Damage in respect of Stock
- 11. Damage by Defective Packing**  
Damage to the Property Insured caused by or attributable to defective packing or incorrect or insufficient addressing
- 12. Inherent Vice Faulty Workmanship**  
Damage caused by or consisting of
  - (i) inherent vice latent defect gradual deterioration its own faulty or defective design or materials
  - (ii) faulty or defective workmanship operational error or omission on the part of the Named Insured or any of his Employees

but this shall not exclude subsequent Damage which itself results from a cause not other excluded
- 13. Dishonesty and Disappearance**  
Damage caused by or consisting of
  - (a) dishonesty fraudulent action trick device or other false pretence by any Employee partners or directors of the Named Insured whether acting alone or in collusion with others
  - (b) disappearance unexplained or inventory shortage misfiling or misplacing of information
- 14. Escape of Water**  
Damage caused by the escape of water from any tank apparatus or pipe in respect of any Building which is empty or not in use for a period of more than thirty consecutive days
- 15. Property More Specifically Insured**  
Any property more specifically insured by or on behalf of the Named Insured
- 16. Pollution or Contamination**  
Damage caused by pollution or contamination but this shall not exclude Damage to Property Insured not otherwise excluded caused by
  - (i) pollution or contamination which itself results from a Defined Peril
  - (ii) a Defined Peril which itself results from pollution or contamination

**17. Hacking Event or Computer Virus**

Damage caused by or resulting from an attack which allows unauthorised access or use of a computer or telecommunications system by electronically circumventing a security system and procedure and or a Computer Virus but this shall not exclude Damage not otherwise excluded which itself results from fire explosion escape of water from any tank apparatus or pipe

**18. Erasure of Programs and Data**

Under Cover 3 and Cover 4 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

**19. Sanctioned Territories**

Damage to Property outside the Territorial Limits (where the insurance on any Property Insured item so applies) where such Property is situate in any territory which is subject to sanctions imposed by the United Nations or by the Governments of the United Kingdom or the United States of America



## E. Public, Products and Ship Repairer's Liability Section

### Definitions

In this Section the following terms shall have the following meanings

**1. Damage**

The word 'Damage' shall mean

- (a) physical loss of or damage to tangible property including attendant loss of use of such property
- (b) nuisance trespass or interference with any easement right of air light water or way

**2. Financial Loss**

The words 'Financial Loss' shall mean financial loss unaccompanied by either

- (a) Injury or
- (b) Damage

**3. Products**

The word 'Products' shall mean anything tangible including containers packaging or labels

- (a) manufactured sold supplied hired out or
- (b) Vessels Serviced or
- (c) other property repaired serviced altered upgraded installed erected processed tested treated stored or transported

by or on behalf of the Insured in connection with the Business after they have ceased to be in the custody or control of the Insured

**4. Servicing and Serviced**

The words 'Servicing' and 'Serviced' shall mean the repair testing servicing alteration maintenance or inspection of any Vessel and associated storage shifting moving or transporting of such Vessel

### Cover

**1. Legal Liability**

The Company will indemnify the Insured subject to the Limits of Indemnity in respect of all sums which the Insured shall become legally liable to pay as Compensation for and arising out of accidental Injury or Damage occurring during the Period of Insurance and arising in connection with the Business

**2. Claimants' Costs and Expenses**

The Company will in addition indemnify the Insured against legal liability for claimants' costs and expenses in connection with the indemnity provided under clause 1 of the Cover

**3. Defence Costs and Expenses**

The Company will in addition indemnify the Insured in respect of all

- (a) costs of legal representation reasonably incurred with the Company's written consent at any
  - (i) coroner's inquest or other inquiry in respect of any death
  - (ii) proceedings in any court (other than in the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings) in respect of any act or omission causing or relating to any occurrence
- (b) other costs and expenses reasonably incurred with the Company's written consent in relation to any matter

which may be the subject of indemnity under clause 1 of the Cover

**4. Consumer Protection Act or Health and Safety at Work Act or Food Safety Act Prosecution Defence Costs**

The Company will indemnify the Insured in respect of legal costs and other expenses reasonably incurred with the Company's written consent in the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach of

- (a) the Consumer Protection Act 1987 or any amending legislation or
- (b) the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 or any similar United Kingdom health and safety legislation and regulations or
- (c) the Food Safety Act 1990 or any amending legislation

committed or alleged to have been committed during the Period of Insurance in the course of the Business

Provided that

- (a) in relation to any appeal counsel has advised there are strong prospects of such appeal succeeding
- (b) the proceedings do not relate to the health safety or welfare of any Employee
- (c) the indemnity will not apply to
  - (i) proceedings consequent upon any deliberate act or omission
  - (ii) fines or penalties of any kind any circumstances where indemnity is provided by any other insurance or where but for the existence of this clause 4 of the Cover indemnity would have been provided by such other insurance

**5. Defective Premises Act**

The Company will indemnify the Insured against legal liability incurred by virtue of the Defective Premises Act 1972 or the Defective Premises (Northern Ireland) Order 1975 in connection with any premises previously owned for purposes pertaining to the Business which were disposed of by the Insured prior to the occurrence of the Injury or Damage giving rise to liability

Provided that

- (a) the Injury or Damage giving rise to such legal liability occurs during the Period of Insurance
- (b) the Company will not provide indemnity
  - (i) where indemnity is provided by any other insurance or where but for the existence of this Policy indemnity would have been provided by such other insurance
  - (ii) in respect of the costs incurred in removing rebuilding repairing rectifying or replacing any such premises or part of such premises

**6. Data Protection Act 1998**

The Company will indemnify the Named Insured and if the Named Insured so requests any Employee or director or partner of the Named Insured in respect of their liability to pay Compensation for damage or distress under section 13 of the Data Protection Act 1998 including reasonable defence costs and expenses incurred with the written consent of the Company and in addition the reasonable defence costs incurred with the written consent of the Company relating to a prosecution brought under the Data Protection Act 1998 in relation to a claim made by any person

Provided that

- (a) any claim for Compensation is first made or prosecution first brought against the Named Insured during the Period of Insurance

- (b) the Named Insured is registered in accordance with the terms of the Act or has applied for such registration which has not been refused or withdrawn and has taken all reasonable care to comply with the requirements of the Data Protection Act 1998
- (c) no indemnity is granted in respect of
  - (i) the payment of fines or penalties
  - (ii) the cost of replacing reinstating rectifying erasing blocking or destroying any data liability caused by or arising from a deliberate or intentional act by or omission of the Named Insured or any person eligible for indemnity by this extension the effect of which will knowingly result in liability under the Data Protection Act 1998
  - (iii) claims which arise out of circumstances notified to previous insurers or are known to the Insured and likely to give rise to indemnity under this extension at the start of the Period of Insurance
  - (iv) liability for which indemnity is provided under any other insurance
- (d) in respect of each and every claim under this extension the Named Insured shall be liable for 10% of the cost of the claim or €500 which ever is the greater
- (e) the Company's liability under this extension is limited to €500,000 in respect of any one claim and in the aggregate during any one Period of Insurance

#### **7. Motor Contingent Liability**

Notwithstanding Section Exclusion 5 the Company will indemnify the Named Insured and no other for the purposes of this clause against legal liability arising from or caused by any motor vehicle not the property of nor provided by the Named Insured and being used in connection with the Business

Provided that the Company will not provide indemnity in respect of liability

- (a) for loss of or damage to such vehicle or property carried
- (b) more specifically insured under any other insurance or which would be so insured but for the existence of this clause
- (c) arising or caused whilst such vehicle is being
  - (i) driven by the Named Insured
  - (ii) driven with the general consent of the Named Insured or his representative by any person who to the knowledge of the Named Insured or such representative does not hold a licence to drive such vehicle unless such person has held and is not disqualified from holding or obtaining such a licence used elsewhere than in Great Britain Northern Ireland the Isle of Man or the Channel Islands

#### **8. Compensation for Court Attendance**

Where at the request of the Company or their representatives any of the undermentioned persons attend a court or tribunal or other forum as a witness in connection with a claim in respect of which the Insured is entitled to indemnity under this Section the Company will provide compensation to the Insured at the following rates per day for each day or part thereof on which attendance is required

- (a) the personal effects (including vehicles and their contents) of any visitor or director partner or Employee of the Named Insured
  - (i) any principal partner or director of the Insured **€500**
  - (ii) any other employee **€200**
- (b) premises (including their fixtures fittings and contents) not owned by or leased rented or hired to the Named Insured which are temporarily occupied by the Insured for the purposes of carrying out work therein or thereon

- (c) premises (including their fixtures and fittings) leased rented or hired to the Named Insured provided that the Company will not provide

**9. Indemnity to Principal**

If the Named Insured so requests the Company will indemnify any principal for whom the Insured is carrying out work under contract or agreement against liability arising out of the performance of such work by the Insured and in respect of which the Insured would have been entitled to indemnity under this Section if the claim had been made against the Insured but only to the extent required by the terms and conditions of such contract or agreement

Provided that

- (i) said principal shall observe fulfil and be subject to the terms and conditions of this Section in so far as they can apply
- (ii) the Company's aggregate liability to all parties comprising the Insured and the said principal shall not exceed the Limit of Indemnity

**10. Private Duties**

The definition of 'Business' extends to include the execution of private duties undertaken with the consent of the Insured by any Employee for any director partner or senior official of the Insured

**11. Overseas Personal Liability**

The Company will indemnify the Named Insured and if the Named Insured so requests any director or partner of the Named Insured or Employee (including their families whilst accompanying them) against legal liability incurred in a personal capacity whilst engaged in non manual visits in connection with the Business outside the Territorial Limits

Provided that the Company will not provide indemnity

- (i) in respect of legal liability caused by or arising out of the ownership or occupation of land or buildings
- (ii) where indemnity is provided by any other insurance or where but for the existence of this Policy indemnity would have been provided by such other insurance

**12. Property in the Insured's Custody or Control**

Section Exclusion 1(c) will not apply to

- (a) the personal effects (including vehicles and their contents) of any visitor or director partner or Employee of the Named Insured
- (b) premises (including their fixtures fittings and contents) not owned by or leased rented or hired to the Named Insured which are temporarily occupied by the Insured for the purposes of carrying out work therein or thereon
- (c) premises (including their fixtures and fittings) leased rented or hired to the Named Insured provided that the Company will not provide indemnity in respect of
  - (i) liability assumed by the Named Insured under a tenancy or other agreement unless liability would have attached in the absence of such agreement
  - (ii) the first €500 of each and every occurrence of loss or damage caused to any such premises fixtures or fittings other than by fire or explosion
- (d) any Vessel not belonging to the Named Insured in the care custody or control of the Named Insured for which the Named Insured is legally responsible but this paragraph (d) shall not apply to any such Vessel outside the Premises on a trailer which is attached to a vehicle

### **13. Ship Repair Repairers Liability**

The Company will in addition indemnify the Insured:

- (i) While a Vessel or its machinery or equipment is within the care, custody or control of the Insured at the insured premises as listed within your Policy
- (ii) While the Vessel or its machinery or equipment is within the Insured's care custody or control on trial trips within 200 nautical miles of your insured premises to assess the effectiveness of repair, maintenance or refit work carried out by the Insured.
- (iii) While the Insured are temporarily working away from your insured premises for the purposes of repair, maintenance or refit work to a Vessel or its machinery or equipment but within the geographical limits shown in the policy schedule.

### **Limit of Indemnity**

The Limit of Indemnity is stated in the Schedule and applies to Compensation payable in respect of any one occurrence or all occurrences of a series consequent on or attributable to one source or original cause In respect of liability arising from Products and Servicing the Limit of Indemnity shall be the total amount payable during any one Period of Insurance in respect of all claims

Provided that

- (a) where the Limit of Indemnity is less than the total amount of the Insured's liability  
(the total liability excluding any costs and expenses) then the costs and expenses payable under Cover Clauses 2 and 3 shall be limited to the proportion that the Limit of Indemnity bears to the total amount of such liability
- (b) the Deductible in respect of damages and claimants' costs and expenses will be payable before the Company shall be liable to make a payment

### **Exclusions**

The Company shall not be liable to indemnify the Insured in respect of

- 1. the cost of making good Damage to property
  - (a) belonging to the Insured or any Vessel in course of construction by the Named Insured or that part of any other property worked upon by the Insured and arising out of such work
  - (b) being any Product or
  - (c) in the Insured's care custody or control other than to the extent of cover provided under Cover clause 12 and clause 13and to the extent not otherwise excluded by exclusion 1 paragraph (b) of this Section the Company shall not in any event be liable to indemnify the Insured in respect of liability for costs and expenses for
  - (i) the withdrawal recall repair replacement alteration or making of any refund in respect of Products
- 2. liability assumed by the Insured under contract or agreement to any person firm or company who is a third party within the meaning of the Contracts (Rights of Third Parties) Act 1999 unless the Company has signified its approval to the form of such contract or agreement or such liability would have attached notwithstanding such contract or agreement
- 3. liability arising from Products attaching by virtue of an agreement but which would not have attached in the absence of such agreement unless the Company shall have signified its general approval to the form of such contract or agreement by endorsement hereon
- 4. liability arising from the ownership possession or use by or on behalf of the Insured of any vessel or craft made or intended to float on or in or travel through water or air or space other than

- (a) liability arising from the ownership possession or use by or on behalf of the Named Insured of any Vessel whilst on land and or
  - (b) to the extent of cover provided under Cover clause 12 (d) this exclusion shall not apply in respect of liability for the cost of making good Damage to any Vessel not belonging to the Named Insured in the care custody or control of the Named Insured
5. liability arising from or caused by the ownership possession or use by or on behalf of the Insured of any mechanically propelled vehicle or plant except
- (a) any vehicle or plant
    - (i) not requiring a licence for road use or a certificate of motor insurance or other security
    - (ii) being used as a tool of trade at any premises of the Insured or on the site of any contract where the Insured is working
  - (b) the loading or unloading or the bringing to or taking away of a load from any mechanically propelled vehicle or plant
- Provided that the Company will not grant indemnity
- (i) in respect of liability which is compulsorily insurable under any road traffic legislation
  - (ii) if indemnity is provided by any other insurance
6. liability arising out of or for the cost of removing nullifying or clearing up any actual or alleged Pollution or Contamination unless caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance anywhere in the world except the United States of America its territories and possessions Puerto Rico and Canada
- Provided that
- (a) notwithstanding General Condition 17 or any amendment thereto the Company shall not grant indemnity in respect of any claim brought in the courts of the United States of America its territories and possessions Puerto Rico and Canada or in respect of the enforcement of a judgement obtained in any such courts
  - (b) all Pollution or Contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place
  - (c) the liability of the Company for all Compensation payable in respect of all Pollution or Contamination which has occurred or is deemed to have occurred during the Period of Insurance shall not exceed the Limit of Indemnity in the aggregate
- For the purpose of this Exclusion 'Pollution or Contamination' shall mean
- (a) all pollution or contamination of buildings or other structures or water or land or the atmosphere and
  - (b) all Damage or Injury directly or indirectly caused by such pollution or contamination
7. liability in respect of loss of information or the provision of wrong information in or from computer programmes tapes or data recording equipment unless as a direct consequence of physical loss of or damage to tangible property
8. (a) liability arising out of Products comprising or incorporated in or on any aircraft spacecraft or military or naval missile
- (b) liability arising out of Products comprising or incorporated in ground support or control equipment used for the purpose of guidance navigation or direction of any aircraft spacecraft or military or naval missile
9. liability in respect of Bodily Injury sustained by an Employee and arising out of and in the course of his

employment by the Insured

10. liability for Financial Loss
11. liability for Bodily Injury arising from an act or omission in the provision of or failure to provide Professional Healthcare Services
12. liability arising out of advice design plan formula specification or omission to perform a professional duty provided for a fee or in circumstances where a fee would normally be charged
13. liability arising from all diving activities
14. liability for Damage to a Vessel arising out of Servicing
  - (a) not discovered or
  - (b) discovered and not reported in writing to the Company or their Agent

within 6 months of delivery to the owners of the Vessel or within 6 months after the work is completed by the Insured whichever may first occur

## Endorsements

The following endorsements are only operative if shown on the Public and Products Liability Section Schedule and are subject otherwise to the terms conditions and exclusions of the Section and the Policy

### PL01. Heat Work Away

The indemnity provided by this Section shall not apply to any work away from premises owned or leased or rented by the Named Insured involving the use of grinding wheels cutting discs angle grinders electric oxy-acetylene or other welding or cutting equipment blow torches blow lamps or flame guns or hot air guns heated tar bitumen or asphalt or any other process involving the application of heat

### PL02. Heat Work Away Conditions

Definitions applicable to this endorsement:

The word 'Equipment' shall mean grinding wheels cutting discs angle grinders electric oxy- acetylene or other welding or cutting equipment blow torches blow lamps or flame guns or hot air guns in each case howsoever powered or driven including all gas or fuel containers and hose connections

The words 'Bitumen Heaters' shall mean vessels for the heating of tar bitumen or bituminous compounds

The Company shall not be liable to indemnify the Insured in respect of liability arising from or caused by the use of Equipment or Bitumen Heaters away from premises owned by or leased or rented to the Insured unless the following precautions are taken at all times

- (a) a responsible worker is appointed to facilitate compliance with all requirements of these conditions
- (b) prior permission from the occupier/owner of the site has been granted to use the Equipment or Bitumen Heaters and suitable and adequate fire extinguishing appliances are provided at the point of use

Suitable and adequate fire extinguishing appliances shall as a minimum mean a nine litre water or a two kilogram multi purpose fire extinguisher

- (c) all workers are aware of the location of fire alarms and fire fighting equipment provided on site which shall be ready for operation at the time the Equipment or Bitumen Heaters are in use
- (d) the item being worked on and the area where the Equipment is to be used including on the other side of any ceiling floor wall or partition and within and on the other side of any tank pipe drum or apparatus are checked to ensure that no combustible material or inflammable liquid or gas is in danger of ignition directly or through conducted heat



- (e) all combustible materials or inflammable liquid or gases in the vicinity of the work other than gas or fuel connected to the Equipment shall be removed to a point at least eight metres from the area where the Equipment is being used

Any combustible material or inflammable liquid or gases which can not be reasonably moved shall be covered and fully protected by overlapping sheets/screens of non combustible material

Where the nature of materials or liquids or gases can not be properly verified by a suitably qualified person as non combustible or non inflammable they must be assumed as combustible or inflammable and all stated precautions be carried out in full

- (f) Equipment and Bitumen Heaters are examined prior to use and any defects found are repaired or replaced prior to use
- (g) Equipment and Bitumen Heaters are attended at all times whilst in operation and only used in accordance with the manufacturers instructions and by a worker who is trained and experienced in its use
- (h) whilst heating is taking place Bitumen Heaters are kept in the open or if within a building or on a roof then placed on a surface of non combustible material
- (i) the area where the Equipment has been used including on the other side of any floor wall ceiling or partition and within and on the other side of any tank pipe drum or apparatus is to be examined immediately following use of the Equipment and then at regular intervals for at least one hour to ensure that there is no risk of fire

### **PL03. Failure To Perform**

The indemnity provided by this Section does not apply to Injury or Damage caused by or arising from the actual or alleged failure or unsuitability of any Product (or any part thereof) to fulfil the purpose for which it was designed or to perform as specified warranted guaranteed or intended

### **PL04. Critical Aviation /Military/ Naval Products**

Section Exclusions 8 (a) and 8 (b) are deemed to be deleted and the following substituted therefor

#### **Exclusion 8**

The indemnity provided by this Section does not apply to liability arising out of Products comprising Critical Aviation/Military/Naval Products

'Critical Aviation/Military /Naval Product' means

- (a) any complete aircraft spacecraft or military or naval missile
- (b) any part or equipment (including but not limited to ground support or control equipment) critical to the flight or take off or landing or navigation of any aircraft spacecraft or military or naval missile

### **PL05. Libel & Slander**

Injury is hereby extended under this Section to include

- (a) libels appearing in any publication normal to the conduct of the Insured's Business by Employees of the Insured
- (b) slanders in oral utterances made by any Employee in the course of and in pursuance of the Business

but only in respect of claims made against the Insured during the Period of Insurance or within ninety days after the Policy is cancelled or lapsed and provided that the date of the publication or utterance on which the claim is based occurred during the Period of Insurance In addition the Company will indemnify the Insured in respect of costs and expenses incurred with the written consent of the Company in the defence or compromise of any proceedings for libel or slander as aforesaid begun or threatened against the Insured in any such proceedings

Provided that



- (ii) the liability of the Company (including costs and expenses) shall not exceed in the aggregate €1,000,000 (and which shall form part of and not in addition to the Limit of Indemnity) in respect of all claims during any one Period of Insurance and in respect of all damages costs and legal expenses incurred or awarded in connection with any one publication or utterance whether or not all claims in respect thereof shall be made during the same Period of Insurance
- (iii) this extension shall not apply to libels or slanders made by one Employee of the Insured against another

**PL06. North American Jurisdiction**

General Condition 17 shall not apply and any indemnity provided by this Section in respect of legal liability to pay Compensation (including claimants' costs and expenses) shall operate in accordance with the law of any country however with respect to any judgement award payment or settlement made within countries which operate under the laws of the United States of America or Canada (or to any order made anywhere in the world to enforce such judgement award payment or settlement either in whole or in part) the following additional conditions shall apply the Limit of Indemnity stated in the Schedule is inclusive of claimants' and defence costs and expenses the Company will not be liable for the Deductible stated in the Schedule

**PL07. Foul Berthing**

1. We will indemnify You in respect of Damage to watercraft caused by defective or foul berths, wharfs, moorings, buoys, channels, harbours, quays, jetties or piers.
2. We will not be liable for:
  - a) the removal of obstructions or the cargo's of watercraft.
  - b) Pollution or Contamination other than of the cargo of any watercraft which suffers accidental Damage for which indemnity is provided by this extension.

The Limit of Indemnity during any one Period of Insurance under this extension for Compensation including all Legal Costs and Solicitors Fees will be €100,000 unless otherwise stated in Your Schedule.

## F. Collision Liability Section

### Definitions

**1. Collision**

The word 'Collision' shall mean the actual impact between two Vessels including but not limited to their hulls anchors or lifeboats

**2. Damage**

The word 'Damage' shall mean physical loss of or damage to tangible property

**3. Insured**

The word 'Insured' shall mean

(a) the Named Insured and or

(b) any person navigating or in control of the Insured Vessel with the permission of the Named Insured

and the estates and/or the legal representatives of any person referred to in paragraph (b) of this definition in the event of their death incapacity insolvency or bankruptcy

Provided that

(i) each party covered shall observe fulfil and be subject to the terms and conditions of the Policy insofar as they can apply

(ii) the Company's aggregate liability to all persons firms bodies corporate or entities comprising the Named Insured and any other party or parties shall not exceed the specified amount detailed in the Schedule as the Limit of Indemnity

**4. Insured Vessel**

The words 'Insured Vessel' shall mean a Vessel owned by the Named Insured

**5. Third Party Vessel**

The words 'Third Party Vessel' shall mean a Vessel not owned by the Named Insured

### Cover

**1. Legal Liability**

The Company shall indemnify the Insured subject to the Limit of Indemnity in respect of all sums which the Insured shall become legally liable to pay as Compensation for and arising out of

(a) Damage to a Third Party Vessel or property thereon

(b) loss directly occasioned by delay to or loss of use of any Third Party Vessel or property thereon

(c) general average of and or salvage of and or salvage under contract of any such Third Party Vessel or property thereon.

in consequence of the Insured Vessel coming into Collision with a Third Party Vessel occurring within the Cruising Area as identified by the respective Cruising Area code shown on the Schedule and detailed in the List of Cruising Areas Schedule during the Period of Insurance and arising in the ordinary course of the Named Insured's Business

**2. Claimants' Costs and Expenses**

The Company will indemnify the Insured subject to the Limit of Indemnity stated in the Schedule against legal liability for claimants' costs and expenses in connection with the indemnity provided under clause 1 of the Cover excluding liability to salvors

**3. Defence Costs and Expenses**

The Company will indemnify the Insured subject to the Limit of Indemnity stated in the Schedule in respect of all

- (a) costs of legal representation reasonably incurred with the Company's written consent at any
  - (i) coroner's inquest or other inquiry in respect of any death
  - (ii) proceedings in any court (other than in the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings) in respect of any act or omission causing or relating to any occurrence
- (b) other costs and expenses reasonably incurred with the Company's written consent in relation to any matter

which may be the subject of indemnity under clause 1 of the Cover

## Extensions

### Contingent Liability

In respect of clauses 1 and 2 and 3 of the Cover the definition of the words 'Insured Vessel' shall be extended to include Vessels in the Named Insured's custody and control for which the Named Insured is legally responsible

Provided that the Company will not provide any indemnity whatsoever

- (a) if any liability cost or expense otherwise insured hereunder is more specifically insured under any other insurance or
- (b) where permission to move sail or navigate the Vessel has not been obtained from the owner of the Vessel

## Limit of Indemnity

The liability of the Company under clauses 1 and 2 and 3 of the Cover shall not exceed in total the Limit of Indemnity stated in the Schedule in respect of any one occurrence of a Collision or all occurrences of a series consequent on or attributable to one source or original cause

## Conditions

### 1. Sistership

Should the Insured Vessel come into Collision with or receive salvage services from another Vessel belonging wholly or in part to the Named Insured or under the same management the Insured shall have the same rights under this Policy as they would have were the other Vessel a Third Party Vessel but in such cases the extent of the indemnity provided by this Section shall be referred to a sole arbitrator to be agreed upon between the Company and the Named Insured

### 2. Cross Liabilities (Contributory Negligence)

The indemnity provided under this Section shall be calculated on the principle of cross-liabilities as detailed below and is subject to the Limit of Indemnity

- (a) where the Insured Vessel is in Collision with a Third Party Vessel and both Vessels are in some measure to blame then unless the liability of one or both Vessels becomes limited by law the measure of indemnity to which the Insured may be entitled shall be calculated as if both the Insured Vessel and Third Party Vessel owners had been compelled to pay to each other such proportion of each other's claim as may have been properly allowed in ascertaining the balance or sum payable by or to the Insured in consequence of the Collision

## Exclusions

The Company shall not be liable to indemnify the Insured in respect of

1. liability for or arising out of removal or disposal of obstructions wrecks cargoes or any other thing whatsoever
2. liability for any real or personal property or thing whatsoever except Third Party Vessels or property on Third Party Vessels
3. liability for cargo or other property on or the engagements of the Insured Vessel

4. liability in respect of Bodily Injury
5. liability assumed by the Insured under contract or agreement but which would not have attached in the absence of such contract or agreement
6. liability arising out of pollution or contamination or threats thereof of any real or personal property or thing whatsoever except of Third Party Vessels with which the Insured Vessel is in Collision or of property on such Third Party Vessels or damage to the environment or threat thereof save that this exclusion shall not apply to any sum which the Insured shall pay for or in respect of salvage remuneration in which the skill and efforts of the salvors in preventing or minimising damage to the environment as is referred to in Article 13 paragraph 1(b) of the International Convention of Salvage 1989 have been taken into account
7. liability arising from the Collision between the Insured Vessel and fishing nets or any fixed or floating object that is not a Vessel

## G. Protection & Indemnity Section

### Definitions

**1. Damage**

The word 'Damage' shall mean physical loss of or damage to any fixed or moveable object or tangible property or other thing including attendant loss of use of such object or property or other thing

**2. Insured**

The word 'Insured' shall mean

- (a) the Named Insured and or
- (b) any person navigating or in control of the Insured Vessel with the permission of the Named Insured and the estates and/or the legal representatives of any person referred to in paragraph (b) of this definition in the event of their death incapacity insolvency or bankruptcy

Provided that

- (i) each party covered shall observe fulfil and be subject to the terms and conditions of the Policy insofar as they can apply
- (ii) the Company's aggregate liability to all persons firms bodies corporate or entities comprising the Named Insured and any other party or parties shall not exceed the specified amount detailed in the Schedule as the Limit of Indemnity

**3. Insured Vessel**

The words 'Insured Vessel' shall mean a Vessel owned by the Named Insured

### Cover

#### Legal Liability

**1A.** The Company shall indemnify the Insured subject to the Limit of Indemnity in respect of all sums which the Insured shall become legally liable to pay as Compensation for and arising out of

- (a) Damage other than to the Insured Vessel arising from any cause whatsoever insofar as such Damage is not covered under the Collision Liability Section
- (b)
  - (i) neglect or failure to raise remove or destroy or
  - (ii) any attempted or actual raising removal or destruction ofany fixed or moveable object or property or other thing including the wreck of the Insured Vessel
- (c) the Named Insured's liability under contracts of customary towage of a Vessel for the purpose of entering or leaving port or manoeuvring within the port
- (d) Bodily Injury or claims made for life salvage
- (e) liability under
  - (i) clause 1(a) of the Lloyds Standard Form of Salvage Agreement 1980 in respect of unsuccessful partially successful or uncompleted services if and to the extent that the salvors expenses plus the increment exceed any amount otherwise recoverable under the Salvage Agreement and or
  - (ii) Article 14 of the International Convention on Salvage 1989 for special compensation payable or under that Article as incorporated in Lloyds Standard Form of Salvage Agreement 1990 for special compensation payable

where such legal liability arises solely and directly from or in respect of the use or operation of an Insured Vessel within the Cruising Area as identified by the respective Cruising Area code shown on the Schedule and detailed in the List of Cruising Areas Schedule during the Period of Insurance and arising in the ordinary course of the Named Insured's Business

**1B.** The Company shall indemnify the Named Insured for any of the following arising from an accident or occurrence subject to the Limit of Indemnity

(a) fines imposed on

(i) the Insured Vessel and or

(ii) on the Named Insured and or

(iii) on any Employee who is reimbursed by the Named Insured

for any act of negligence or breach of any statute or regulation relating to the operating of the Insured Vessel which results solely from an act neglect failure or default of the Employee

(b) the expenses of the removal of the wreck of the Insured Vessel from any place owned leased or occupied by the Insured

and which arise solely and directly from or in respect of the use or operation of an Insured Vessel within the Cruising Area as identified by the respective Cruising Area code shown on the Schedule and detailed in the List of Cruising Areas Schedule during the Period of Insurance in the ordinary course of the Named Insured's Business

## **2. Claimants' Costs and Expenses**

The Company will indemnify the Insured subject to the Limit of Indemnity stated in the Schedule against legal liability for claimants' costs and expenses in connection with the indemnity provided under clause 1 A of the Cover excluding liability to salvors

## **3. Defence Costs and Expenses**

The Company will indemnify the Insured subject to the Limit of Indemnity stated in the Schedule in respect of all

(a) costs of legal representation reasonably incurred with the Company's written consent at any

(i) coroner's inquest or other inquiry in respect of any death

(ii) proceedings in any court (other than in the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings) in respect of any act or omission causing or relating to any occurrence

(b) other costs and expenses reasonably incurred with the Company's written consent in relation to any matter which may be the subject of indemnity under clause 1A of the Cover

## **Extension**

### **Contingent Liability**

In respect of clauses 1A and 1B and 2 and 3 of the Cover the definition of the words 'Insured Vessel' shall be extended to include Vessels in the Named Insured's custody and control for which the Named Insured is legally responsible

Provided that the Company will not provide any indemnity whatsoever

(a) if any liability cost or expense otherwise insured hereunder is more specifically insured under any other insurance or

(b) where permission to move sail or navigate the Vessel has not been obtained from the owner of the Vessel

## **Limit of Indemnity**

The liability of the Company under clauses 1A and 1B and 2 and 3 of the Cover shall not exceed in total the Limit of Indemnity stated in the Schedule in respect of any one occurrence or all occurrences of a series consequent on or attributable to one source or original cause

## Exclusions

The Company shall not be liable to indemnify the Insured in respect of

1. cargo or other property carried to be carried or which has been carried on board an Insured Vessel but this shall not exclude any claim in respect of the extra costs of removing cargo from the wreck of the Insured Vessel
2. liability arising under contract or indemnity in respect of containers equipment or fuel on board an Insured Vessel and which is owned or leased by the Named Insured
3. fuel insurance wages stores provisions and port charges arising from delay to an Insured Vessel while awaiting a substitute for any master officer or crew member
4. Bodily Injury sustained by an Employee and arising out of and in the course of his employment by the Named Insured
5. any liability cost or expense arising out of pollution or contamination or threats thereof of any real or personal property or thing whatsoever or damage to the environment or threat thereof save that this exclusion shall not apply to the indemnity provided under clause 1A (e) of the Cover
6. any liability to or incurred by any person engaged in a sport or activity (including but not limited to water skiing or aquaplaning) while being towed by an Insured Vessel or preparing to be towed or after being towed until safely on board or ashore

## H. Professional Indemnity Section

### Definitions

**1. Business Activities**

The words 'Business Activities' shall mean the business activities of the Named Insured stated in the Schedule to this Section and none other

**2. Circumstances**

The word 'Circumstance' shall mean any one or more of the following

- (a) an intimation of a Claim or of an intention to claim against the Insured
- (b) any known direct or indirect criticism or dispute whether expressed or implied (whether justified or not) relating to the performance of the Insured or its Agent which might give rise to third party loss or Damage
- (c) any awareness of the Insured of failing or doubt of the efficacy of its own performance or the performance of its Agent where such failing or inefficacy might give rise to third party loss or Damage
- (d) any awareness of the Insured that materials goods services or action specified designed or recommended by the Insured or its Agent have failed to meet the standard required and which might result in third party loss or Damage

which if the subject of a Claim (regardless of the Deductible) would fall for indemnity under this Section

**3. Claim**

The word 'Claim' shall mean a demand for or an assertion of right to Compensation attributable to

- (a) the same act error or omission or
  - (b) a series of acts errors or omissions consequent upon or attributable to the same original cause or source
- or
- (c) in respect of insurance provided under Operative Clause 2(a) all Damage arising from any one Event

**4. Damage**

The word 'Damage' shall mean accidental destruction of or accidental damage to or loss of tangible property or Documents

**5. Documents**

The word 'Documents' shall mean all

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

**6. Insured**

The word 'Insured' for the purpose of this Section shall mean the Named Insured as specified in the Schedule and shall in addition include

- (a) where the Named Insured is a partnership any partner or former partner of the Named Insured
- (b) any director or former director of the Named Insured
- (c) any Employee



- (d) any person who becomes a partner or director of the Named Insured during the Period of Insurance
- (e) any predecessors in business of the Named Insured provided the Company has been notified in writing of the existence of such predecessors

and the estates and/or the legal representatives of any person referred to in this definition in the event of their death incapacity insolvency or bankruptcy

Provided that

- (i) each party covered shall observe fulfil and be subject to the terms and conditions of the Policy insofar as they can apply
- (ii) the Company's aggregate liability to all persons firms bodies corporate or entities comprising the Named Insured and any other party or parties shall not exceed the specified amount detailed in the Schedule as the Limit of Indemnity

## Conditions

### 1. Claims (Duties owed by the Insured)

#### Special Definition

The words 'Letter of Claim' where used in this condition shall include any request in writing indicating an intention to claim against the Insured that specifies sufficient information about the incident to enable it to be investigated and includes at least preliminary information as to the nature of the injury or damage sustained or alleged error and as defined in any protocols issued under the Civil Procedure Rules (or any amendments or supervening legislation)

- (a) If a Circumstance should exist or arise the Insured shall as soon as possible after awareness give notice thereof to the Company in writing in which case the Company will consider any Claim arising from such Circumstance to have been made in the Period of Insurance in which such notice has been given
- (b) Any pre-action Letter of Claim should be acknowledged within twenty one days of receipt and a copy of both the pre-action Letter of Claim and the response shall be forwarded to the Company at the same time
- (c) Every writ summons or claim form process impending prosecution notice requiring arbitration notice of an inquest or fatal accident inquiry in connection with any such Circumstance or Claim aforesaid shall be immediately forwarded to the Company unacknowledged
- (d) Other than as prescribed in (b) within thirty days of any Circumstance or event aforesaid or such further time as the Company may in writing allow the Insured shall give full particulars of the Circumstance or Claim
- (e) The Insured if required by the Company shall attend all proceedings and alternative dispute resolution meetings and assist the Company in the giving of evidence and the attendance of witnesses and shall give the Company all information and assistance including technical assistance and do and concur in doing whatever the Company may require in connection with any Circumstance or Claim
- (f) Following receipt by the Insured of a pre-action Letter of Claim the Insured shall as soon as possible and in any event within forty five days provide to the Company copies of all documents records and minutes of meetings necessary to consider the Claim fully The Insured shall also give to the Company all such proofs and information with respect to any Claim as the Company may require together with (if demanded) a statutory declaration of the truth concerning such Claim and of any matters relating thereto
- (g) The Insured shall bear their own costs and expenses incurred in complying with this Condition unless specific indemnity is provided within the Section

- (h) The Insured shall not incur any liability for costs or expenses in connection with any Claim or Circumstance to any other party or person without the written consent of the Company nor make any admission offer promise payment indemnity negotiation towards settlement or anything which could be construed as such in respect of any Claim or Circumstance save that the Company shall not object to the Insured carrying out or arranging to carry out remedial work at its own expense which is intended to avoid a Claim or Circumstance arising
- (i) The Insured shall take all reasonable steps to prevent further loss
- (j) In the event of the Insured reporting a Circumstance under sub paragraph (a) above the Insured shall promptly and fully inform the Company of all developments of which it becomes aware concerning such Circumstance

## **2. Claims (Company's rights)**

- (a) The Company may investigate handle and control any Claim or Circumstance notified to it at its absolute discretion and may settle compromise or make ex- gratia payments in respect thereof and generally conduct any proceedings process or actions related to such Claim or Circumstance as it deems appropriate and the costs incurred by the Company in this undertaking shall be subject to any Deductible shown in the Section Schedule irrespective of whether an indemnity is subsequently provided to the Insured in respect of such Claim or Circumstance
- (b) In respect of any Claim or Circumstance the Insured shall agree to the appointment of legal representation chosen by the Company which legal representation shall act on behalf of the Insured and the Company but at the Company's sole direction and for any purpose which the Company may determine including appearing on the Court record for the Insured and making formal admissions in the name of the Insured

In the event of a dispute between the Insured and the Company as to whether the Insured shall be required to contest any legal proceedings then the Company shall only require the Insured to contest the same if a Counsel mutually agreed between the Insured and the Company ( or in the event of disagreement appointed by the President of the Bar Council ) shall advise that there are reasonable prospects of successfully defending the Claim or limiting the exposure of the Insured to legal liability by so doing

- (c) Any statement or information or fact relating to the Claim or Circumstance given to such legal representation by the Insured shall be deemed to have been also made direct to the Company
- (d) The Company may at any time pay to the Insured the amount of the Limit of Indemnity (less any sum already paid or expended during the Period of Insurance less also the Deductible) or any lesser amount for which any Claim can be settled and shall then cease to have the conduct and control of the Claim or proceedings and be under no further liability in respect of such Claim as from such date The Company shall not be responsible for any loss which the Insured may claim to have sustained by reason of the Company having so acted For the purposes of this sub-clause "any lesser amount" may include an undertaking by the Company to pay any costs and interest awarded against an Insured when ascertained by a Court or Arbitrator

## Operative Clauses

### 1. Legal Liability

The Company will indemnify the Insured subject to the Limit of Indemnity against legal liability for Compensation (including claimants' costs and expenses) in respect of any Claim which is both first made against the Insured and notified to the Company during the Period of Insurance incurred in the conduct of the Business Activities of the Named Insured carried out at or from premises within the Territorial Limits by reason of

#### A. Breach of Duty

owed by the Insured in its professional capacity arising out of any act error or omission which is negligent accidentally committed or occasioned in good faith by

- (i) the Insured
- (ii) any Agent
- (iii) any other person firm or company acting jointly with the Insured

#### B. Dishonesty

arising out of any dishonest or fraudulent act error or omission on the part of any Employee or Agent

Provided that

- (i) such dishonest or fraudulent act error or omission was made without the consent or connivance of any director partner officer or principal of the Insured
- (ii) no person committing or condoning such dishonest or fraudulent act or omission shall be entitled to indemnity
- (iii) if the Company so requests the Insured shall take all reasonable steps to effect recovery from the person committing or condoning such dishonest or fraudulent act or omission or from the estate and/or the legal representatives of such person
- (iv) the following shall be deducted from any amount which but for this sub-clause (iii) would be payable under this insurance
  - (a) any monies which but for such dishonest or fraudulent act error or omission would be due from the Insured to the person committing or condoning such act error or omission
  - (b) any monies held by the Insured and belonging to such person
  - (c) any monies recovered following action as described in 1B(iii) above
- (v) the Company shall not be liable for any claim arising from any dishonest or fraudulent act error or omission committed by
  - (a) any person after the discovery by a director partner officer or principal of the Insured of reasonable cause for suspicion of fraud or dishonesty in relation to that person
  - (b) any director partner officer or principal of the Insured

#### C. Libel and Slander

accidentally committed or occasioned by the Insured or any Agent in good faith

**2. Accidental Damage to Documents**

The Company will indemnify the Insured against accidental Damage to Documents belonging to or for which the Insured is legally responsible incurred in the conduct of the Business Activities of the Named Insured carried out at or from premises within the Territorial Limits first discovered and notified to the Company during the Period of Insurance

This indemnity is in respect of

- (a) all Compensation which the Insured shall become legally liable to pay in consequence of such Damage subject to the Limit of Indemnity and
- (b) all costs and expenses reasonably incurred by the Insured in replacing or restoring Documents belonging to the Insured up to a maximum of €25,000 during the Period of Insurance

Provided that such Damage is sustained while the Documents are either in transit or in the custody or control of the Insured or its Agent or any person to whom the Insured has entrusted them and that where documents are believed lost the Insured or its Agent has failed to find them after diligent search

The Deductible shall not apply to Operative Clause 2(b) above

**3. Defence Costs and Expenses**

The Company will indemnify the Insured subject to the Limit of Indemnity in respect of all costs and expenses (other than any costs incurred in endeavouring to effect recovery in accordance with provision (iii) of Operative Clause 1B) which are incurred by the Company or by the Insured with the Company's written consent in connection with the defence or settlement of any Claim under this Section

The Deductible shall not apply to this Operative Clause 3

## Additional Cover

### 1. Compensation for Court Attendance

In the event of any of the undermentioned persons attending a court or tribunal or other forum as a witness at the request of the Company in connection with a Claim in respect of which the Insured may be entitled to indemnity under Operative Clause 1 the Company will pay the Insured at the following rates per day on which attendance is required

- |  |      |
|--|------|
| (a) any director or partner of the Named Insured | €500 |
| (b) any other employee                           | €200 |

## Limit of Indemnity

Limit of Indemnity applying to Operative Clauses 1 and 2(a) and 3

The liability of the Company under Operative Clauses 1 and 2(a) and 3 in any one Period of Insurance shall not exceed in the aggregate the Limit of Indemnity specified in the Schedule

Where the Company is liable to indemnify more than one person firm company or body the total amount of indemnity payable under this insurance shall not exceed the Limit of Indemnity

## Exclusions

The Company shall not be liable under this Section

1. in respect of the Deductible except that this exclusion shall not apply to
  - (a) any costs or expenses payable under Operative Clause 2(b)
  - (b) costs and expenses incurred with the Company's written consent covered under Operative Clause 3
  - (c) Additional Cover 1 Compensation for Court Attendance
2. in respect of any Claim for
  - (a) Bodily Injury sustained by any Employee arising out of and in the course of his employment by the Insured and or
  - (b) Injury to any other person unless arising out of advice design plan formula specification or omission to perform a professional duty provided for a fee or in circumstances where a fee would normally be charged
3. under Operative Clause 1 in respect of any Claim
  - (a) for Damage to property unless arising out of advice design plan formula specification or omission to perform a professional duty provided for a fee or in circumstances where a fee would normally be charged
  - (b) for Damage to Documents
4. in respect of any Claim arising from the provision of advice design or specification where the Insured contracts to
  - (a) manufacture construct erect or installor
  - (c) supply materials or equipment
5. in respect of any Claim arising from any breach of any obligation owed by the Insured as employer to any Employee or former Employee

6. in respect of any Claim arising out of any Circumstance
  - (a) notified by the Insured under any insurance which was in force prior to the Inception Date of this Section
  - or
  - (b) known or which in the reasonable opinion of the Company ought to have been known to the Insured at the Inception Date of this Section

unless such Circumstance has been declared to and accepted by the Company in writing
7. in respect of any Claim arising out of any act error or omission committed or occasioned or alleged to have been committed or occasioned prior to the Retroactive Date stated in the Schedule
8. in respect of any Claim arising solely and directly out of the ownership possession or use by or on behalf of the Insured of any aircraft motor vehicle or trailer or any buildings premises or land or that part of any building leased rented or occupied
9.
  - (a) in respect of any contractual liability arising from the giving by the Insured (whether orally or in writing) of any express warranty guarantee or other contractual promise which increases the Insured's liability where such are given or accepted as part of the Insured's terms of engagement unless the Insured would have been liable in the absence of such express warranty guarantee or other contractual promise or the Company has approved the terms of engagement in writing
  - (b) in respect of liability assumed by the Insured under contract or agreement to any person firm or company who is a third party within the meaning of the Contracts (Rights of Third Parties) Act 1999 unless the Company has signified its approval to the form of such contract or agreement or such liability would have attached notwithstanding such contract or agreement
10. any Claim arising out of or for the cost of removing nullifying or clearing up any actual or alleged Pollution or Contamination unless caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place after the Retroactive Date anywhere in the world except the United States of America its territories and possessions Puerto Rico and Canada
 

provided that

  - (a) notwithstanding General Condition 17 or any amendment thereto the Company shall not grant indemnity in respect of any Claim brought in the courts of the United States of America its territories and possessions Puerto Rico and Canada or in respect of the enforcement of a judgement obtained in any such courts
  - (b) all Pollution or Contamination which arises out of one incident shall be deemed to have occurred at

For the purpose of this Exclusion 'Pollution or Contamination' shall mean

  - (i) all pollution or contamination of buildings or other structures or water or land or the atmosphere and
  - (ii) all Damage or Injury directly or indirectly caused by such pollution or contamination
11. in respect of any Claim made against the Insured by any holding or subsidiary or associated company or partner or director of the Insured or by any other person company or entity exercising a controlling interest over the Insured by virtue of their having a financial or executive interest in the operation of the Insured unless such Claim is for an indemnity or contribution in respect of a Claim made by another party against the said holding or subsidiary or associated company or partner or director or any other person company or entity and arises out of advice or services rendered by the Insured
12. in respect of any fees claimed back by a client of the Insured or which have had to be refunded to a client of the Insured due or allegedly due to non-performance of the Insured's contractual or other obligations to that client

13. in respect of any Claim directly or indirectly caused by or contributed to by any dishonest fraudulent or criminal act or omission on the part of any director or partner of the Named Insured
14. in respect of any Claim arising from an act or omission in the provision of or failing to provide Professional Healthcare Services to any person
15. in respect of liability under the Data Protection Act 1998 or similar legislation outside the United Kingdom

## **Endorsements**

*The following endorsement is only operative if shown on the Professional Indemnity Section Schedule and is subject otherwise to the terms conditions and exclusions of the Section and the Policy*

### **PI01. North American Jurisdiction**

General Condition 17 shall not apply and any indemnity provided by this Section in respect of legal liability to pay Compensation (including claimants' costs and expenses) shall operate in accordance with the law of any country however with respect to any judgement award payment or settlement made within countries which operate under the laws of the United States of America or Canada (or to any order made anywhere in the world to enforce such judgement award payment or settlement either in whole or in part) the following additional condition shall apply

- (a) the Company will not be liable for the Deductible stated in the Schedule

### **PI04. Certification Comment or Advice**

The Company shall not be liable under this Section in respect of any Claim arising from

- (a) marine or boat surveys
- (b) advice or comment on fitness for purpose or the condition of any Vessel where such advice or comment could only reasonably be given after inspection by a qualified marine surveyor
- (c) certification or advice as to seaworthiness or structural integrity of any Vessel
- (d) advice or comment on the valuation of any Vessel for insurance finance or other purposes other than valuation for sale purposes