



TRAVELERS 

Insurance and risk management for the hotel industry

POLICY WORDING

IMPORTANT NOTICE

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

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

CLAIMS PROCEDURE

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

COMPLAINTS PROCEDURE

Our Promise To You

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

What To Do If You Have A Complaint

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

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

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

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

USING PERSONAL DATA: - FAIR PROCESSING NOTICE

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

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

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

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

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

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

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

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

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

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

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

SUMMARY OF CONFLICTS OF INTEREST POLICY

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

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

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

COOLING-OFF PERIOD

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

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

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

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

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The Contract of Insurance

The Named Insured having made to the Company a Proposal and declaration 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 Master Schedule or in any subsequent Endorsement Schedules or Renewal Schedules forming part of this Policy or during any subsequent Period of Insurance for which the Company may accept payment subject to the terms conditions and exclusions contained herein or endorsed hereon

The Policy and the Proposal shall be read as one contract and unless otherwise stated any word or expression to which a particular meaning has been given in the General Definitions 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

General Definitions

1. Abuse

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

2. Advertising

Advertising means attracting the attention of others for the purpose of seeking customers or supporters or increasing sales or business

3. Advertising Material

Advertising Material means any material that is subject to copyright law and that is intentionally used by others in Advertising

4. Agent

Agent means any person company firm or subcontractor directly appointed by the Named Insured to act on their behalf

5. Ancillary Equipment

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

6. Bodily Injury

Bodily Injury means

(a) death injury disease or illness of any person

(b) (i) mental injury
(ii) mental anguish
(iii) shock

that results in a recognisable psychiatric injury

7. Business

Business means the business described in the Master Schedule or in any subsequent Endorsement Schedules or Renewal Schedules forming part of this Policy carried on by the Named Insured at or from premises within the Territorial Limits and shall include

(a) the ownership repair maintenance decoration 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 and fire first aid medical dental ambulance and security services

(c) the participation by the Named Insured in exhibitions and corporate events in connection with the business interests of the Named Insured

(d) in respect of the Employers' Liability Section and Public and Products Liability Section the execution of private duties undertaken by an Employee for any partner director or senior official of the Named Insured but only if such private duties are undertaken with the consent of the Named Insured

8. Claim Investigation Expenses

Claim Investigation Expenses means costs and expenses incurred by the Company or on its behalf to a third party in connection with the investigation handling or control of any claim but for the avoidance of doubt does not relate to claimants and defence costs and expenses or other prosecution defence costs as indemnified under this Policy

9. Company

Company means Travelers Insurance Designated Activity Company

10. Compensation

Compensation means compensatory damages imposed by law including interest which may be awarded on such damages

11. Computer and Telecommunication Equipment

Computer and Telecommunication Equipment means a network of machine components microprocessors computer chips or other computerised or electronic components or equipment capable of accepting information processing it according to a plan and producing the desired results 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

12. Computer Fraud

Computer Fraud means the dishonest or fraudulent electronic transfer through the use of any computer system of Money securities or other property or any other pecuniary advantage or financial benefit to the deprivation of a Third Party

For the purposes of this definition

securities means negotiable and non-negotiable instruments or contracts representing either Money or other property

other property means tangible property other than Money or securities

Money includes electronic cash equivalents

Computer Fraud does not include Computer Misuse

13. Computer Misuse

Computer Misuse means 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 includes the modification destruction or theft of data or information entrusted to the Insured by the Named Insured's customers or suppliers that is held on the Computer or Telecommunication System

Computer Misuse does not include Denial of Access and Computer Fraud

14. Computer or Telecommunication System

Computer or Telecommunication System means 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 the Named Insured is legally responsible

15. Computer Virus

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

16. Covered Material

Covered Material means any material in any form of expression including material made known in or with any electronic means of communication such as the internet

17. Cybermedia

Cybermedia means the internet usenet any extranet the world wide web any web-site e-mail including any electronic bulletin board chatroom or newsgroup

18. Data

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

19. Deductible

Deductible means the amount for which the Named Insured is responsible the application of which is further defined in General Exclusion - Deductible

20. Defined Peril

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

21. Denial of Access

Denial of Access means the inability of a Third Party who is authorised by the Named Insured to

- (a) gain access to the Computer or Telecommunication System or
- (b) 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

22. Employee

Employee means any

- (a) person under a contract of service or apprenticeship with the Named Insured
- (b) labour only subcontractor or labour master or any person supplied by such subcontractor or master
- (c) self-employed person providing labour only
- (d) person hired to or borrowed by the Named Insured
- (e) person under work experience or any similar scheme
- (f) volunteer worker acting under the authority of the Named Insured

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

23. Event

Event means an occurrence or series of occurrences consequent on or attributable to one source or original cause giving rise to indemnity under this Policy

24. Fixed Media

Fixed Media means Media integral to Computer and Telecommunication Equipment

25. Hacking Event

Hacking Event means an attack that allows unauthorised access to the Computer or Telecommunication System by electronically circumventing the security systems and procedures

26. Inception Date

Inception Date means the date on which the Policy becomes effective

27. Infringement of Intellectual Property Rights

Infringement of Intellectual Property Rights means

- (a) the infringement or violation of any
 - copyright patent
 - title slogan trade mark trade name trade dress service mark service name
 - registered design
 - trade secret
 - moral right
 - database right
 - semiconductor topography right
 - or other intellectual property right or law

- (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

28. Injury

Injury means

- (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

29. Insured

Insured means

- (a) the Named Insured and
- (b) in respect of the Employers' Liability Section and Public and Products Liability Section at the request of the Named Insured
 - (i) any director partner or Employee of the Named Insured in respect of liability for which the Named Insured would have been entitled to indemnification under this insurance if the claim had been made against the Named Insured
 - (ii) any officers committees or members of the catering sports social welfare health and safety and educational organisations fire first aid medical dental ambulance and security services owned by the Named Insured in their respective capacities as such
 - (iii) any officers or trustees of any pension scheme of the Named Insured

and

- (c) the legal personal representative of any party covered hereunder in accordance with paragraph (b) above

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

30. Media

Media means any material on which Data or Programs are recorded

31. Money

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

For the purposes of the Property Damage Section Money includes securities for money

32. Named Insured

Named Insured means persons firms bodies corporate or entities as specified in the Master Schedule or in any subsequent Endorsement Schedules or Renewal Schedules forming part of this Policy or their legal personal representative

33. Period of Insurance

Period of Insurance means the period stated in the Master Schedule or in any subsequent Endorsement Schedules or Renewal Schedules forming part of this Policy

34. Policy

Policy means this policy document comprising its general definitions conditions and exclusions and the Sections stated as operative in the Master Schedule or in any subsequent Endorsement Schedules or Renewal Schedules forming part of this Policy

35. Product

Product means anything tangible (including containers packaging or labels) manufactured sold supplied hired out repaired serviced altered upgraded installed erected processed tested treated stored or transported by or on behalf of the Named Insured in connection with the Business after it has ceased to be in the custody or control of the Named Insured

36. Program

Program means a sequence of instructions given to a computer that is either purchased or written on a custom

basis owned leased or rented by the Named Insured or for which the Named Insured is legally responsible

37. Proposal

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

38. Reinstatement of Data

Reinstatement of Data means the reinstatement of Data following accidental loss distortion corruption or erasure of such Data

39. Reinstatement of Programs

Reinstatement of Programs means the reinstatement of any Program following accidental loss distortion corruption or erasure of such Program

40. Renewal Date

Renewal Date means the first day immediately subsequent to the expiry of the Period of Insurance

41. Schedule

Schedule means the schedule to the Policy

42. Service

Service means the provision for others of any professional advice consultancy or other assistance relating to the information technology or telecommunications systems provided by the Named Insured in connection with the Business

43. Slogan

Slogan means a phrase that others intentionally use to attract attention to their business operations

44. Stock

Stock means stock merchandise goods held in trust materials of trade work in progress and finished goods which the Named Insured owns or for which the Named Insured is responsible

45. Territorial Limits

Territorial Limits means Republic of Ireland Great Britain Northern Ireland the Isle of Man or Channel Islands

46. Third Party

Third Party means a person firm or company other than the Insured

47. Title

Title means a name of literary or artistic work

48. Unfixed Media

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

49. Working Hours

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

General Conditions

1. Condition Precedent

The due observance of the terms 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 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 is reasonably practicable of any fact or circumstance affecting the risks insured by this Policy which is or might be material to the Company

4. Assignment

Assignment of interest under this Policy 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

Special Definition

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

- (a) If circumstances should exist which may give rise to a claim under this Policy or on the happening of any Event including any Employers Liability related accident or work-related illness the Insured shall within 90 days give notice thereof to the Company in writing
- (b) In the case of loss or damage involving theft of or malicious damage to property the Insured shall immediately notify the Police and provide all reasonable assistance in
 - (i) identifying and prosecuting the person involved
 - (ii) recovering such stolen property
- (c) 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
- (d) The Insured shall immediately forward 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 to the Company unacknowledged
- (e) Following receipt by the Insured of a Letter of Claim the Insured shall within forty five days provide to the Company copies of all documents records and minutes of meetings necessary to consider the claim fully The Insured shall also give to the Company all such proofs and information with respect to any claim as the Company may require together with (if demanded) a statutory declaration of the truth of such claim and of any matters relating thereto
- (f) The Insured shall bear its own costs and expenses under this Condition
 - (i) save to the extent that specific cover is provided within any Section of the Policy
 - (ii) provided that the insurance provided by the Property Damage Business Interruption Computer and Telecommunication Equipment Section and Fidelity Guarantee Sections of the Policy where operative extends to cover expenses reasonably and necessarily incurred by the Named Insured or on the Named Insured's behalf for external consultants appointed by the Named Insured acceptable and agreed by the Company for preparation presentation certification or verification of a Specified Claim

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

The liability of the Company under this extension shall not exceed:

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

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

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

- (g) 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)

- (a) The Company may
 - (ii) investigate handle and control any claim notified to it at its absolute discretion and may settle compromise or make ex-gratia payments in respect thereof and generally conduct any proceedings process or actions related to such claim as it deems appropriate and the costs incurred by the Company in this undertaking (including Claim Investigation Expenses) shall be subject to any Deductible shown in the relevant Section Schedule under which the claim is being brought by the Insured irrespective of whether an indemnity is subsequently provided to the Insured in respect of such claim
 - (iii) 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 to do In the event that the Company makes any payment the

Insured will on demand pay to the Company the amount of the Deductible applicable

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

8. Subrogation

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

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

9. Contribution and Average

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

If any other insurance effected by or on behalf of the Named Insured is expressed to cover any of the property belonging to the Named Insured or for which they are responsible insured under this Policy but is subject to any provision whereby it is excluded from ranking concurrently with this Policy either in whole or in part or from contributing rateably to the loss destruction or damage the liability of the Company shall be limited to such proportion of the loss destruction or damage as the sum insured under this Policy bears to the value of such property

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

10. Arbitration

Any dispute between the Insured and the Company regarding the Company's liability in respect of a claim or the amount to be paid shall in default of agreement be referred within twelve months of the dispute arising to an Arbitrator appointed jointly by the Insured and the Company or failing agreement appointed by the President for the time being of the Incorporated Law Society of Ireland and the decision of such Arbitrator shall be final and binding on both parties Where any difference is referred to arbitration the making of an award shall be a condition precedent to any right of action against the Company

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

11. Policy Interpretation

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

Each party agrees (subject as provided in General Condition – Arbitration) to submit if required to the 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 in the same manner and to the same extent as if a separate Policy had been issued to each provided that the total amount payable shall not exceed the specified amount detailed in the Schedule or elsewhere in the Policy as the Limit of Indemnity 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 insurance but for the existence of this Policy

13. Premium Adjustment

Where the premium for the Policy or any Policy Section is subject to a premium adjustment the Named Insured shall within one month of the expiry of the Period of Insurance forward to the Company such information as the Company may require (including certified auditors accounts if so

required by the Company) The Company shall thereupon adjust the premium subject to any minimum premium specified by the Company

14. Cancellation

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

However under the Road Risks or Motor Fleet Sections the Company will not allow the Named Insured such return premium until they have received back any certificate and disc on issue

15. Risk Improvements

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

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

16. Jurisdiction

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

Provided that the indemnity provided by the Employers' Liability Section where operative will not apply to any action for Compensation brought against the Insured in any court outside the European Union

17. Abuse

In so far as indemnity is provided under the Public and Products Liability Section in respect of any legal liability or prosecution defence costs and expenses directly or indirectly resulting from caused by contributed to attributed to or in any way related to Abuse it is understood and agreed that

- (a) any of the specified amounts detailed in the Schedules as limits of indemnity or the amount of any other limit stated in the Policy shall (where not already so stated) be the total amount payable in the aggregate in respect of all claims during any one Period of Insurance and which amount shall be inclusive of all claimants' and defence costs and expenses and prosecution defence costs and expenses to the extent indemnified for

- (b) where legal liability is not attributable to a single identifiable event that occurs at a single fixed time and place then for the purpose of what constitutes one claim in respect of the provision of indemnity under this Policy and the application of the Deductible and inter alia paragraph (a) of General Exclusion – Deductible all occurrences of Abuse suffered by any individual Third Party claimant committed during the Period of Insurance shall be considered individually as one claim
- (c) for the purposes of this condition the reference to Period of Insurance in paragraphs (a) and (b) above shall include any period prior to the Period of Insurance where the insurance is subject to a retroactive date provision which relates to a period prior to the Period of Insurance during which any act or omission giving rise to indemnity under the insurance may have been committed
- (d) the insurance provided by the Public and Products Liability Section shall not indemnify
 - (i) any medical or dental practitioner whomsoever
 - or
 - (ii) any other person who is an Insured against any legal liability or prosecution defence costs and expenses directly or indirectly resulting from caused by contributed to attributed to or in any way related to Abuse committed by that individual person which is
 - A. dishonest or criminal or fraudulent or
 - B. the result of deliberate wrongdoing or recklessness

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

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

18. Sanctions

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

19. Finance Act 1990

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

20. Insurance Act 1936

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

General Exclusions

The Company shall not be liable

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

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

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

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

Special Provision Employers’ Liability Section and Motor Fleet Section

Subject otherwise to the terms of the Policy

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

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

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

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

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

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

2. Property Coverages - Civil Commotion in Northern Ireland under the

- (a) Property Damage Section
- (b) Business Interruption Section
- (c) Computer and Telecommunication Equipment Section

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

3. Property Coverages -Terrorism

under the

- (a) Property Damage Section
- (b) Business Interruption Section
- (c) Computer and Telecommunication Section

or any Difference in Conditions or Limits Provision of the Policy

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

In any action suit or other proceedings where the Company alleges that by reason of this exclusion 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 or
 - (ii) to any property which is insured in the name of a private individual and is occupied by that individual for residential purposes

Terrorist Act means an act or acts (whether threatened or actual) of any person or persons involving the causing 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 Terrorist Act means an act or act of any person acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty's government in the United Kingdom or any other government de jure or de facto
- (c) Difference in Conditions or Limits Provision means any provision contained within the Policy which provides that should any policy issued to indemnify any subsidiary company of the Named Insured which operates from premises outside the Republic of Ireland Great Britain Northern Ireland the Channel Islands or the Isle of Man (hereinafter called the "Locally Issued

Policy") by virtue of its scope of cover 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

4. Liability Coverages - Terrorism

under the

- (a) Employers' Liability Section
- (b) Public and Products Liability Section
- (c) Motor Fleet Section

or any Difference in Conditions or Limits Provision of the Policy

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

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

For the purposes of this exclusion

Terrorist Act means an act or acts (whether threatened or actual) of any person or persons involving the causing 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

Difference in Conditions or Limits Provision means any provision contained within the Policy which provides that should any policy issued to indemnify any subsidiary company of the Named Insured which operates from premises outside the Republic of Ireland Great Britain Northern Ireland the Channel Islands or the Isle of Man (hereinafter called the Locally Issued Policy) by virtue of its scope of cover 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

Special Provision Employers' Liability Section and Motor Fleet Section

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

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

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

5. Deductible

in respect of the amounts stated as a Deductible for the first part of each and every claim hereunder under one or more Sections of this Policy in respect of an Event including Claim Investigation Expenses incurred 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 Employers' Liability Section the Public and Products Liability Section and the third party liability coverage applying to the Motor Fleet Section where operative all claims under each respective Section attributable to
 - the same act or omission
 - a series of acts or omissions consequent upon or attributable to the same original cause or source

will be regarded as one claim under each respective Section (for the avoidance of doubt 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 and the amount of the Deductible shall form part of such limit of indemnity and the limit of indemnity shall not apply in excess of the amounts stated as a Deductible)

- (b) in respect of the Property Damage Section and Business Interruption Section and Computer and Telecommunication Equipment Section where operative
 - loss or damage arising from one Event which affects one or more Premises or Business Premises (as defined in the above referenced Sections)
 - 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

6. Cyber Risk - Third Party

under the Public and Products Liability Section in respect of legal liability inclusive of claimants' and defence costs and expenses for and arising out of

- (a) disparagement libel or slander
- (b) failure to protect private or confidential information of others from unauthorised electronic access when such information is in the custody or control of the Named Insured

- (c) publication of material that violates a persons' right of privacy or a persons' or organisations' publicity right
- (d) unauthorised use of any Advertising Material Slogan or Title of others in the advertising of the business
- (e) infringement of Intellectual Property Rights when such infringement occurs in the Named Insured's Covered Material or in the Named Insured's Products or Services sold of supplied to customers
- (f) plagiarism or unauthorised use of a literary or artistic format character or performance but only when such plagiarism or unauthorised use occurs in the Named Insured's Covered Material
- (g) unintentional transmission of a Computer Virus

7. 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) the multiplied portion of any compensatory damage award or any payment similar in nature to (a) (b) (c) or (d) above

8. Asbestos

under the

- (a) Employers' Liability Section
- (b) Public and Products Liability Section
- (c) Motor Fleet Section

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

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

Special Provision Employers' Liability Section

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

the insurance provided under the Employers' Liability Section where operative shall continue to satisfy the requirements of the relevant law applicable in Great Britain Northern Ireland the Isle of Man the Island of Guernsey the

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

8. Silica

under the

- (a) Employers' Liability Section
- (b) Public and Products Liability Section
- (c) Motor Fleet Section

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

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

Special Provision Employers' Liability Section

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

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

Property Damage Section

Definitions

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

1. Buildings

Buildings means 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 fences canopies and signs
- (d) surfaces and foundations of car parks yards roads pathways and pavements
- (e) Services but not where insured under Machinery Plant and All Other Contents (or where the designation under which such Property appears in the Named Insured's books would require such Property to be insured under Machinery Plant and All Other Contents)
- (f) foundations
- (g) Glass including framework alarm strips or fittings and lettering thereon

2. Damage or Damaged

Damage or Damaged means accidental loss or destruction of or damage

3. Glass

Glass means flat annealed fixed glass toughened and laminated glass stained glass illuminated signs and electric light fittings at the Business Premises

4. In Transit

In Transit means whilst in the course of a journey by any means including whilst in the process of

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

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

5. Machinery Plant and All Other Contents

Machinery Plant and All Other Contents includes

- a. fixtures and fittings other than landlord's fixtures and fittings

- b. tenants' improvements alterations and decorations
- c. Services but not where insured under Buildings (or where the designation under which such Property appears in the Named Insured's books would require such Property to be insured under Buildings)
- d. office equipment other than as described in (g) and (h) below
- e. deeds plans designs documents manuscripts business books and records (other than property Programs 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
- f. patterns models and moulds up to their value as materials together with the cost of labour expended in reinstating them in so far as they are not otherwise insured
- g. directors' partners' Employees' and visitors' pedal cycles tools instruments and other personal effects up to a limit of €1,000 per person in so far as they are not otherwise insured

Additionally where there is not a Computer and Telecommunications Equipment Section forming part of this Policy Machinery Plant and All Other Contents includes

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

Machinery Plant and All Other Contents does not include Stock or other Property Insured specified in the Schedule

6. Premises and Business Premises

Premises means those premises at the addresses described in the List Of Premises And Other Locations Schedule attaching to the Master Schedule or in any subsequent Endorsement Schedules or Renewal Schedules forming part of this Policy and identified by the Premises Code shown against it

Business Premises means those Premises which the Named Insured owns occupies or is responsible for

7. Property and Property Insured

Property and Property Insured means as described in the Schedule and Specification forming part of this Property Damage Section

8. Rent

Rent means periodic payments made to the Named Insured or by the Named Insured for the lease of Buildings

9. Sanitary Ware

Sanitary Ware means wash basins lavatory pans or other sanitary fittings at the Business Premises

10. Services

Services means above ground and underground telephone gas water and electric installations oil tanks drains sewers piping ducting cables 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

Cover

1. General

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

2. Temporary Removal

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

This clause does not cover

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

3. Mortgagee/Freeholder/Lessor

The interest of the mortgagee freeholder lessor in the insurance provided by this Property Damage Section shall not be prejudiced by any act or neglect of the Named Insured or occupier of any Building whereby the risk of Damage is increased without the authority or knowledge of the mortgagee freeholder 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 - invalidation

Notwithstanding General Conditions - Condition Precedent Misrepresentation and Fraud and Alteration the insurance provided by this Property Damage Section shall not be invalidated by any act or omission or by any alteration whereby the risk of Damage is increased unknown to or beyond the control of the Named Insured provided that immediately after the Named Insured becomes aware thereof the Named Insured gives notice to the Company and pays an additional premium if required

5. Workmen

Workmen are allowed in or about any of the Business Premises for the purpose of carrying out minor alterations

minor repairs decorations and maintenance without prejudice to this insurance

6. Architects' Surveyors' Legal and Other Fees

The insurance provided by this Property Damage Section in respect of Property Insured also applies to architects' surveyors' legal and other professional fees necessarily incurred in the reinstatement of the Property Insured consequent upon Damage thereto but not for preparing any claim it being understood that the amount payable for such fees shall not exceed those authorised under the scale of charges of the respective professional bodies at the time of such reinstatement and provided that

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

6. Automatic Reinstatement

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

7. Capital Additions

The insurance provided by this Property Damage Section on items specified in the Schedule in respect of Buildings and or Machinery Plant and All Other Contents extends to cover

- a. alterations additions and improvements to Property Insured (but not appreciation in value thereof)
- b. newly acquired or occupied property insofar as the same are not otherwise insured anywhere within the Territorial Limits

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 or occupied property
- (iii) the Named Insured shall pay to the Company any additional premium due

9. Removal of Debris

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

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

as a result of Damage insured by this Property Damage Section

Provided that

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

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

Subject to the following special conditions the insurance provided by this Property Damage Section in respect of Property Insured extends to cover such additional costs of reinstatement as may be incurred solely by reason of the necessity to comply with the stipulations of

- (a) European Union Legislation or
- (b) Building or other Regulations under or framed in pursuance of any Act of the Oireachtas or Bye-Laws of any Public Authority (hereinafter referred to as the Stipulations) in respect of
 - the Damaged Property
 - undamaged portions thereof

excluding

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

Special Conditions

1. The work of reinstatement must be commenced and carried out without unreasonable delay and in any case must be completed within twelve months after the Damage or within such further time as the Company may in writing allow (during the said twelve months) and may be carried out upon another site (if the Stipulations so necessitate) subject to the liability of the Company under this Cover clause not being thereby increased
2. If the liability of the Company under this Property Damage Section apart from this Cover clause shall be reduced by the application of any of the terms of this Property Damage Section then the liability of the Company under this Cover clause shall be reduced in like proportion
3. The Company's liability in respect of this Cover clause shall not exceed
 - (a) in respect of the Damaged Property
 - (i) 15% of its Sum Insured
 - (ii) where the Sum Insured applies to Property at more than one Business Premises 15% of the total amount for which the Company would have been liable had the Property Insured at the Business Premises where the Damage has occurred been wholly destroyed

- (b) in respect of undamaged portions of Property (other than foundations) 15% of the total amount for which the Company would have been liable had such Property been wholly destroyed

- 4. The Company's total liability for Damage and costs covered under this Cover clause in respect of each insured item of Property Insured shall not exceed its Sum Insured
- 5. All the terms and conditions of this Property Damage Section except in so far as they are varied hereby shall apply as if they had been incorporated herein

11. Glass and Sanitary Ware

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

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

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

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

- (i) this cover applies only if the Named Insured is responsible for such costs
- (ii) the Company's liability under this Cover clause is limited to €10,000 any one Event

12. Loss of Metered Water and Gas

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

Provided that

- (a) the extent of such loss is determined by measurement from the Water or Gas Authority meter
- (b) the amount payable is in respect of the excess water or gas charges levied by the Water or Gas Authority but shall not exceed €10,000 in respect of any one Event and €50,000 in any one Period of Insurance
- (c) in establishing the amount of such excess charges in paragraph (a) above account shall be made of historic

metered usage adjusted as necessary to provide for circumstances in the Business affecting usage during the relevant period

13. Fire Extinguishing Expenses and Alarm Re-setting Expenses

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

- (a) recharging replenishing or replacing fire extinguishing appliances
- (b) recharging of gas extinguishing installations including but not limited to FM200 Argon Inergen and CO₂ gas extinguishing installations
- (c) refilling sprinkler tanks where costs are metered
- (d) replacing sprinkler heads in automatic sprinkler installations
- (e) resetting fire and intruder alarms and closed circuit television systems

rendered necessary as a result of Damage to Property Insured caused by fire at the Business Premises and covered under this Property Damage Section

14. Keys

The insurance provided by this Property Damage Section extends to cover the reasonable cost of replacement locks or lock mechanisms and keys in respect of doors and windows necessary to maintain the security of the Business Premises and safes and strongrooms contained in the Business Premises

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

The Company's liability under this Cover clause is limited to €2,500 any one Event

15. Theft Damage to Buildings

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

16. Outdoor Trees Shrubs Plants and Landscaping

The insurance provided by this Property Damage Section extends to cover

- (a) Damage to outdoor trees shrubs and plants at the

Business Premises and in respect of which the Company will pay up to €250 for any one tree shrub plant including the cost of removing from the Business Premises following Damage

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

Provided that the Company's liability under this Cover clause is limited to €10,000 any one Event

17. Inadvertent Omission

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

Provided that

- (a) at any one situation the Company's liability under this Cover clause is limited to €500,000 any one Event and in any one Period of Insurance
- (b) at any one situation the limit of liability under this Cover clause shall for the purpose of the Underinsurance Condition be added to the Sum Insured on the item of Property Insured to which the property relates or in the case of Reinstatement Day One Basis to the Declared Value
- (c) the insurance under this Cover clause shall not apply in respect of property situate outside of the Territorial Limits
- (d) the insurance under this Cover clause shall not apply in circumstances where Cover clause - Capital Additions applies
- (e) the Named Insured shall undertake and complete a full and thorough review of its property portfolio at least once a year to check that insurance has been placed with the Company for all property and in respect of any omission discovered the Named Insured shall immediately advise the Company

18. Temporary Removal (Deeds and Documents)

The insurance provided under this Property Damage Section with respect to deeds and other documents (including stamps thereon) manuscripts plans and writings of every description and books (written and printed) and Unfixed Media on which Data or Programs are recorded at the Premises is extended to cover such property whilst temporarily removed from the Premises anywhere within the Territorial Limits provided that the Company's liability under this Cover clause is limited to €25,000 any one Event

19. Other Interested Parties

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

20. Trace and Access

The insurance provided by this Property Damage Section extends to cover costs necessarily and reasonably incurred with the consent of the Company in locating the source of any escape of water from any fixed domestic water services or heating installation or escape of fuel oil including subsequent repair to walls floors or ceilings provided that

- (a) the insurance under this Cover clause shall not apply in respect of the cost of repairs to any fixed domestic water services or heating installation
- (b) the Company's liability under this Cover clause is limited to €5,000 any one Event and €25,000 in any one Period of Insurance

21. Clearance of Drains

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

The Company's liability under this Cover clause is limited to €10,000 any one Event

22. Temporary Repairs

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

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

- (a) 15% of the total cost of permanent repair or replacement or

- (b) 15% of the Sum Insured in respect of the item of Property Insured sustaining Damage

whichever is the lowest in any one Event

2q. Theft of Building Parts

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

Provided that

- (a) the property sustaining such Damage is Property Insured
- (b) this Cover clause shall not apply in respect of
 - (i) any building that has been unoccupied for a period of more than thirty consecutive days at the time such Damage occurs
 - (ii) any building that has scaffolding erected to the outside of the building at the time such Damage occurs
- (c) the Company's liability under this Cover clause is limited to €25,000 any one Event and in any one Period of Insurance
- (d) the Named Insured shall be responsible for the first €2,500 in respect of each Event or the Deductible shown in the Schedule (whichever is the greater amount)

2j. Arson and Theft Reward Costs

The insurance provided by this Property Damage Section extends to cover rewards payable for the receipt of information which leads to the prosecution and conviction of a perpetrator of arson or theft following Damage not otherwise excluded at the Business Premises

Provided that

- (a) such rewards are agreed by the Company in writing and by police or other reputable statutory authority and
- (b) the Company's total liability under this Cover clause and under Cover clause – Arson and Theft Reward Costs of the Computer and Telecommunication Equipment Section combined is limited to 10% of the value of the total arson or theft loss covered under this Property Damage Section and the Computer and Telecommunication Equipment Section combined or €10,000 (whichever is the lower amount) any one Event

2x. Loss Prevention and Mitigation Expenditure

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

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

Provided that

- (i) the impending Damage was not reasonably foreseeable earlier and would be the natural outcome if such costs and expenses were not incurred and
- (ii) the costs and expenses so incurred did prevent or mitigate the Damage
- (iii) the Company's liability under this Cover clause in respect of all claims arising during the Period of Insurance is limited to 10% of the Sum Insured on the specific Building or other Property Insured the subject of the loss reduction expenditure or €100,000 (whichever is the lesser amount) in any one Period of Insurance
- (iv) where the same costs and expenses covered under this Cover clause are also covered elsewhere under the Policy payment shall only be made under one of the applicable Policy provisions

26. Fire Brigade Charges

This insurance provided by this Property Damage Section extends to cover charges levied by a fire authority under the provisions of the Fire Services Act 1981 in controlling or extinguishing fire affecting (or threatening to affect) the Property Insured in circumstances which have given rise to or would have given rise to Damage but the Company's liability under this Cover clause shall not exceed the limit as stated in the Schedule in any one Period of Insurance

27. Motor Vehicles

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

Conditions

1. Fire Precautions - Business Premises

In respect of any of the devices described herein which are installed at the Business Premises the Named Insured shall ensure that

(a) 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

(b) Fire Extinguishing Appliances

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

2. Security and Intruder Alarm Precautions - Business Premises

The Named Insured shall ensure that

- (a) all security devices (other than intruder alarms) 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

- (b) where the Company has required an intruder alarm to be installed or if an intruder alarm is already installed on the Business Premises

- (i) the intruder alarm must be maintained in efficient working order at all times and in accordance with its installation specification or as otherwise approved by the Company

- (ii) 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

- (iii) 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

- A. 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

- B. the intruder alarm is regularly tested and is in full and efficient working order

- (iv) the Named Insured shall give immediate written notice to the Company if it 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 Property Damage Section does not cover Damage caused by

A. theft or attempted theft from the Business Premises other than by robbery or attempted robbery or

B. malicious persons at any time when the Premises are closed for business or left unattended

where police response to alarm activation is withdrawn unless written agreement has been obtained from the Company that such insurance remains operative

For the purposes of this condition intruder alarm includes detection devices sensors detection circuit control and processing equipment power supplies audible and remote signalling and ancillary telecommunication systems

3. Security and Intruder Alarm Precautions - Third Party Premises

In respect of any Premises other than Business Premises regardless of whether or not the Named Insured has full control of the security at such Premises the insurance provided under this Property Damage Section in respect of Damage caused by theft or attempted theft or Damage caused by malicious persons at any time when the Premises are closed for business or left unattended shall be subject to:

- (a) all security devices (other than intruder alarms) 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 or attempted theft from the Premises

(other than by robbery or attempted robbery) or Damage caused by malicious persons at any time when the Premises are closed for business or left unattended unless written agreement has been obtained from the Company that such insurance remains in force

For the purposes of this condition intruder alarm includes detection devices sensors detection circuit control and processing equipment power supplies audible and remote signalling and ancillary telecommunication systems

4. Underinsurance

The Sum Insured by each item of this Property Damage Section is declared to be separately subject to an Underinsurance Condition The Underinsurance Condition applicable is dependant 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 vessel machinery or apparatus or its contents belonging to or in the custody or control of the Named Insured for which the Named Insured is responsible cover against destruction or damage thereto caused by an explosion originating therein is subject to a policy or other contract providing an inspection service that complies with the statutory regulations applying in respect of such vessel machinery or apparatus

7. Claims Conditions

(a) Contracting Purchaser's Interest

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

(b) Subrogation Waiver

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

- (i) standing in the relation of parent to subsidiary to the Named Insured

- (ii) standing in the relation of subsidiary to parent to the Named Insured

- (iii) which is a subsidiary of a parent company of which the Named Insured is a subsidiary

in each case as defined by current legislation

(c) Contract Price

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

(d) Reinstatement

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

(e) Company's Rights following a Claim

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

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

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. Programs and Data

The Named Insured shall

- (a) take all reasonable precautions to prevent accidental loss distortion corruption or erasure of Programs 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

Underinsurance Condition

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

2. Reinstatement - Code: REINS

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

For the purpose of this Basis of Settlement Reinstatement means

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

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

(ii) upon another site

(b) the repair or restoration of Property Damaged

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

Special Provisions

(a) Repairs and Restoration

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

(b) Underinsurance Condition

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

(c) Alternative Basis of Payment

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

(i) unless reinstatement commences and proceeds without unreasonable delay

(ii) until the cost of reinstatement has been incurred

(iii) if the Property at the time of Damage is insured by any other insurance taken out by or on behalf of the Named Insured which is not written on the same basis of reinstatement as defined

3. Day One Reinstatement - Code: DAY ONE

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

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

Special Provisions

(a) The Premium has been calculated on the basis of the Declared Value stated in writing to the Company

(b) As used in this Basis of Settlement Declared Value means the Insured's assessment of the cost of Reinstatement of the Property Insured arrived at in accordance with the Reinstatement Basis of Settlement paragraph 2(a) at the level of costs applying at the commencement of the Period of Insurance (ignoring inflationary factors which may operate subsequently) together with in so far as the insurance by the item provides due allowance for

(i) Removal of Debris

(ii) Professional Fees

(iii) complying with Public Authority Requirements

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

4. **Rent - Code: RENT**

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

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

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

Special Provisions

(a) **Insurable Amount**

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

(b) **Underinsurance Condition**

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

Exclusions

The insurance provided under this Property Damage Section does not cover

1. Damage caused by or consisting of

- (a) inherent vice latent defect gradual deterioration wear and tear frost change in water table level its own faulty or defective design or materials
- (b) the bursting of a boiler (not being a boiler used for domestic purposes only) economiser or other vessel machine or apparatus in which internal pressure is due to steam only and belonging to or under the control of the Named Insured
- (c) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds
- (d) faulty or defective workmanship operational error or omission on the part of the Named Insured or any Employee

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

2. (a) Damage caused by or consisting of

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

but this shall not exclude

A. such Damage as described in paragraphs (i) to (iii) above which itself results from another cause not otherwise excluded

B. subsequent Damage which itself results from a cause not otherwise excluded

(b) Damage consisting of

- (i) joint leakage failure of welds cracking fracturing collapse or overheating of boilers economisers superheaters pressure vessels or any range of steam and feed piping in connection therewith but this shall not exclude

A. such Damage as described which itself results from another cause not otherwise excluded

B. subsequent Damage which itself results from a cause not otherwise excluded

- (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 as described which itself results from another cause not otherwise excluded

B. subsequent breakdown or derangement to surrounding property not forming part of the same machine apparatus or equipment

C. other subsequent Damage which itself results from a cause not otherwise excluded

- 3. Damage caused by theft or attempted theft of the Property Insured from the Premises unless caused by theft or attempted theft of the Property Insured from within the buildings 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

4. Damage to Property Insured

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

- (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 the Property is otherwise left unattended unless contained in a locked building of substantial construction or in a secure locked room

As used in this provision unattended means that the Named Insured or any person to whom the Named Insured has entrusted the care custody and control of Property Insured is unable to exercise control over or otherwise unable to influence events affecting the Property

- (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 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
 - (a) subsidence ground heave or landslip unless resulting from fire explosion earthquake or the escape of water from any tank apparatus or pipe
 - (b) normal settlement or bedding down of new structures
 - (c) dishonesty fraudulent action trick device or other false pretence by any Employee partner or director of the Named Insured whether acting alone or in collusion with others
 - (d) disappearance unexplained or inventory shortage misfiling or misplacing of information
- 7. Damage to Buildings or structures thereat caused by their own collapse or cracking unless resulting from a Defined Peril and not otherwise excluded
- 8. Damage caused by wind rain hail sleet snow flood or dust to moveable Property in the open or fences or gates

9. Damage to that part of the Property

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

10. Damage in respect of any Building or any property within such Building which is unoccupied for a period of more than thirty consecutive days other than Damage caused by fire lightning explosion aircraft or other aerial devices or articles dropped therefrom subject to the following Special Condition

Special Condition

The Named Insured shall ensure that

- (a) such unoccupied buildings are secured against illegal entry and all external doors and accessible external windows are fitted with good quality locks
- (b) all services other than limited services required for security guards fire and burglar alarms shall be disconnected unless otherwise agreed by the Company in writing
- (c) all letter boxes shall be sealed to prevent insertion of material
- (d) perimeter fences walls and gates shall be kept complete and maintained
- (e) such unoccupied buildings shall be kept clear both internally and externally of combustible materials and not be used for storage
- (f) vegetation surrounding such unoccupied buildings shall be kept down
- (g) the Business Premises shall be inspected thoroughly internally and externally at least once every seven days (or at a frequency agreed by the Company in writing) by the Named Insured or a responsible person appointed by the Named Insured and a record maintained of such inspections and any defects rectified without delay

11. Damage in respect of

- (a) vehicles requiring a licence for road use (including accessories thereon) caravans trailers railway locomotives rolling stock watercraft or aircraft

- (b) property or structures in course of construction or erection and materials or supplies in connection with all such property in course of construction or erection
- (c) land piers jetties bridges culverts or excavations
- (d) livestock growing crops or trees or other growing vegetation

unless specifically mentioned as insured by this Property Damage Section

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

13. Damage in respect of

- (a) Money
- (b) Stock In Transit unless specifically mentioned as insured by this Property Damage Section or where any Location Code applies to cover Stock away from any Premises

14. any property more specifically insured by or on behalf of the Named Insured

15. consequential loss or damage of any kind or description except loss of rent when such loss is included in the cover under this Property Damage Section

16. Damage directly or indirectly caused by or resulting from or consisting of the failure of any computer or other equipment or system for processing storing or retrieving data whether the property of the Named Insured or not to correctly

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

but this shall not exclude subsequent Damage not otherwise excluded which itself results from a Defined Peril or attempted theft where such failure is not the result of wilful

misconduct by the Named Insured and the Named Insured has undertaken all reasonable efforts to prevent such failure and to mitigate the consequences of any such failure

17. Computer and Telecommunication Equipment (including Fixed Media and Unfixed Media) and Ancillary Equipment Programs and Data where there is a Computer and Telecommunications Equipment Section forming part of this Policy

18. 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 or a Computer Virus but this shall not exclude Damage not otherwise excluded which itself results from fire lightning explosion escape of water from any tank apparatus or pipe

19. Damage in respect of jewellery precious stones precious metals bullion furs curiosities works of art or rare books unless specifically mentioned as insured by this Property Damage Section

20. loss distortion corruption or erasure of Programs or Data recorded on Media unless such loss distortion corruption or erasure of Programs or Data itself results from other Damage to Property Insured and is not otherwise excluded

Optional Extension - Goods in Transit

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

Definitions

In this Optional Extension the following terms shall have the following meanings If a term below is also defined in the General Definitions or the Definitions of this Property Damage Section the Definition below replaces such other Definition for purposes of this Optional Extension

1. **Any One Loss Limit**

Any One Loss Limit means the maximum amount which the Company will pay in respect of any one Event

2. **Property**

Property means Stock and tools used in connection with the Business belonging to or the responsibility of the Named Insured

Cover

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

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

(b) anywhere in the world by parcel post where insured

in connection with the Business during the Period of Insurance

In addition the Company will

1. pay costs and expenses necessarily incurred by the Named Insured up to 10% of the Schedule limits in

(a) removing or reloading the Property or any part thereof

(b) removing debris of such Property

(c) dismantling or breaking up such Property

following damage to or spillage of the Property from any road vehicle or trailer following an accident to such vehicle or trailer

2. pay salvage or general average costs where applicable

3. indemnify for Damage to tarpaulins chains sheets and ropes belonging to or the responsibility of the Named Insured arising out of an Event which is otherwise the subject of indemnity under this Optional Extension subject to a limit of €500 any one Event

Exclusions

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

1. explosive goods any other goods of a dangerous nature deeds plans designs documents manuscripts business books computer system records

2. wines spirits or tobacco

3. Property placed on the open deck of a vessel unless packed in a secured container or secured hard topped vehicle or trailer

4. Property

(a) whilst In Transit by method of conveyance A caused by theft or attempted theft of the Property

(i) from or on an unattended vehicle or trailer during Working Hours unless all doors windows and other means of access were secured and locked and alarm (if any) activated and in respect of an unattended vehicle the Property was placed in the boot or similar luggage compartment of the vehicle and effectively concealed from sight and the boot or compartment was securely closed and locked

(ii) from or on an unattended vehicle or trailer out of Working Hours unless all doors windows and other means of access were secured and locked and alarm (if any) activated and in respect of an unattended vehicle the Property was placed in the boot or similar luggage compartment of the vehicle and effectively concealed from sight and the boot or compartment was securely closed and locked and such vehicle or trailer was garaged in a securely closed and locked building or compound

- (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 the Property is otherwise left unattended unless contained in a locked building of substantial construction or in a secure locked room

As used in this provision unattended means that the Named Insured or any person to whom the Named Insured has entrusted the care custody and control of Property is unable to exercise control over or otherwise unable to influence events affecting the Property

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

Optional Extension - Money and Personal Accident (Assault)

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

Definitions

In this Optional Extension the following terms shall have the following meanings If a term below is also defined in the General Definitions or the Definitions of this Property Damage Section the Definition below replaces such other Definition for purposes of this Optional Extension

1. Employee

Employee means a person employed under a contract of service or apprenticeship with the Named Insured

2. Business Hours

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

3. Insured Person

Insured Person means

- (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

4. Loss of Limb

Loss of Limb means loss by physical severance at or above the wrist or ankle or the total and permanent loss of use of an entire hand arm foot or leg

Part A – Money Cover

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

1. Loss of Money the property of the Named Insured or for which the Named Insured is responsible in the course of the Business
 - (a) on the Business Premises
 - (b) in transit but this paragraph (b) does not apply if paragraph (a) (c) (d) (e) or (f) applies
 - (c) deposited in bank night safe until removed by a bank official
 - (d) at the private dwelling of the Named Insured's directors partners or authorised Employees
 - (e) in the custody of representatives of the Named Insured for twenty four hours from the time of receipt or until the next working day whichever is the later
 - (f) on site of contracts or exhibitions whilst the Named Insured's Employees are working thereat
2. Damage to any case bag or waistcoat used for the carriage of Money following theft of Money or any attempt thereat occurring in the course of the Business up to a limit of €1000 any one Event
3. Damage to any safe strongroom or franking machine resulting from theft of Money or any attempt thereat
4. Damage to clothing and personal effects belonging to the Named Insured or any director partner or Employee of the Named Insured following theft of Money or any attempt thereat occurring in the course of the Business up to a limit of €1000 any one Event
5. Loss incurred as a result of use by an unauthorised person of any credit card belonging to the Named Insured or for which the Named Insured is responsible which was lost or stolen and arising before the credit card company has received notification that the card has been lost or stolen

Provided that

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

insurance except in respect of any excess beyond the amount which would have been payable under such other insurance had this Cover clause not been effected

- (b) the Company's liability under this Cover clause is limited to €1,300 any one Event

Part A – Money Conditions

The Named Insured shall

- (a) keep a complete record of Money in transit and at the Business Premises but this shall not apply to petty cash floats at the Business Premises where the total amount of such floats does not exceed €100 in total any one Event
- (b) deposit such record in a secure place other any safe or strongroom containing the Money
- (c) keep any safe or strongroom locked outside Business Hours and the keys thereof shall not be left on the Business Premises unless the Business Premises are occupied by the Named Insured or an authorised Employee in which case such keys if left on the Business Premises shall be deposited in a secure place not in the vicinity of any safe or strongroom
- (d) 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 €5,000	1
€5,001 to €10,000	2
€10,001 to €15,000	3
€15,001 and over	Specialist Security Company

Part A – Money Exclusions

The insurance provided under this Optional Extension does not cover

- (a) shortages due to clerical or accounting errors
- (b) loss resulting from the fraud or dishonesty of any director partner or Employee of the Named Insured
 - (i) not discovered within seven working days of the occurrence provided that the Company's liability in respect of such loss discovered within seven working days is limited to €10,000 any one Event
 - (ii) more specifically insured by any other policy or policies except in respect of any excess beyond the amount payable under such other policy or policies provided the Company's liability in respect of any such excess is limited to €10,000 any one Event
- (c) loss or damage arising elsewhere than in the Republic of Ireland Great Britain Northern Ireland the Isle of Man and the Channel Islands
- (d) loss of Money from
 - (i) vending or gaming machines or automated money operated machinery
 - (ii) unattended vehicles
- (e) loss resulting from forgery fraudulent alteration or substitution or fraudulent use of a computer or electronic transfer but this shall not exclude loss covered under clause 5 of this cover
- (f) 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 resulting from depreciation in value or due to dishonoured cheques
- (h) loss suffered as the result of a business transaction

Part B - Personal Accident(Assault)Cover

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

Contingencies

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

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

Part B - Personal Accident (Assault) Conditions

- (a) This Optional Extension applies only to
 - (i) persons between the ages of 16 and 70 years at the commencement of the Period of Insurance
 - (ii) contingencies occurring within the Territorial Limits
- (b) The Company will not pay benefits under more than one of the contingencies 1 to 3 and 5 in connection with the same injury

- (c) The Company's payment of benefits under one of the contingencies 1 to 3 or 5 will end the cover granted under this Optional Extension in so far as it applies to the person concerned
- (d) The Company will not pay benefits under contingency 4 for more than 104 weeks in respect of any one injury calculated from the date of commencement of disablement
- (e) If and when benefit becomes payable under any of contingencies 1 to 3 or 5 the Company will stop paying any weekly benefit being paid in connection with the same injury under contingency 4 and will deduct any weekly benefit already paid under contingency 4 from the benefit payable under contingencies 1 to 3 or 5
- (f) All certificates information and evidence required by the Company shall be furnished at the expense of the Named Insured and shall be in such form and of such nature as the Company may prescribe An Insured Person as often as required shall submit to medical examination on behalf of the Company at the Insured Person's own expense in respect of any alleged bodily injury The Company shall in the event of the death of an Insured Person be entitled to have a post-mortem examination at its own expense

Optional Extension - Deterioration of Stock

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

Definitions

In this Optional Extension the following terms shall have the following meanings If a term below is also defined in the General Definitions or the Definitions of this Property Damage Section the Definition below replaces such other Definition for purposes of this Optional Extension

1. **Plant**

Plant means as described in the Schedule situate at the Premises identified by the Premises Code shown against the item of Property Insured and detailed in the List Of Premises And Other Locations Schedule

2. **Property and Property Insured**

Property and Property Insured means as described in the Schedule being the property of the Named Insured or for which they are legally responsible

Cover

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

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

The Company will by payment or at its option by reinstatement indemnify the Named Insured against such Damage in accord with the Basis of Settlement - Indemnity

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

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

Exclusions

The insurance provided under this Optional Extension does not cover

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

Conditions

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

Business Interruption Section

Definitions

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

1. Annual Rent Receivable

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

2. Annual Revenue

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

3. Annual Turnover

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

4. Business Premises

Business Premises means those premises at the addresses described in the List Of Premises And Other Locations Schedule attaching to the Master Schedule or in any

subsequent Endorsement Schedules or Renewal Schedules forming part of this Policy and identified by the Premises Code shown against it which the Named Insured owns, occupies or is responsible for.

5. Damage

Damage means accidental loss or destruction of or damage to

6. Glass

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

7. Gross Profit

Gross Profit means the amount by which the sum of the Turnover and the amounts of the closing stock and work in progress shall exceed the sum of the amounts of the opening stock and work in progress and the amount of any Uninsured Working Expenses.

8. Gross Revenue

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

9. In Transit

In Transit means whilst in the course of a journey by any means including whilst in the process of

(a) loading and unloading

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

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

10. Indemnity Period

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

11. Rate of Gross Profit

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

12. Rent Receivable

Rent receivable means the money paid or payable to the Named Insured for accommodation and services provided in respect of the letting of the Business Premises shown in the Schedule including any additional rent which would have been received as a result of an increase in rent following a rent review

13. Standard Rent Receivable

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

14. Standard Revenue

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

15. Standard Turnover

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

16. Tax Relief

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

17. Tax Relief Insurable Amount

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

18. Turnover

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

19. Uninsured Working Expenses

Uninsured Working Expenses means packing carriage and freight bad debts purchases less discounts and discounts allowed

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

Cover

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

Provided that

1. at the time of the happening of the Damage there shall be in force an insurance covering the interest of the Named Insured in the property at the Business Premises (or elsewhere where loss as insured hereunder is so extended to apply in respect of property belonging to the Named Insured or for which they are legally responsible) against such Damage and that
 - (a) payment shall have been made or liability admitted therefor
 - (b) payment would have been made or liability admitted therefor but for the operation of a proviso in such insurance excluding liability for losses below a specified amount
2. the Company's liability under this Business Interruption Section in respect of any item shall be limited to
 - (a) its Sum Insured or Limit of Liability or any other applicable limit stated in the Schedule or elsewhere in the Policy at the time of the Damage
 - (b) its Sum Insured or Limit of Liability or any other applicable limit remaining after deduction for any other loss destruction or interference consequent upon Damage occurring during the same Period of Insurance unless the Company shall have agreed to reinstate any such Sum Insured or Limit of Liability or other applicable limit or where otherwise stated as applying in respect of any one Event

Memoranda

1. Opening and Closing Stock

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

2. Accountants

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

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

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

3. Automatic Reinstatement

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

4. Current Cost Accounting

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

5. Value Added Tax

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

6. Alternative Trading

If goods be sold or services rendered during the Indemnity Period elsewhere than at the Business Premises for the benefit of the Business either by the Named Insured or by

others on the Named Insured's behalf the money paid or payable in respect of such sales or services shall be brought into account in arriving at the Turnover or Rent Receivable or Gross Revenue (as insured) during the Indemnity Period

7. Payments on Account

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

8. Accumulated Stock

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

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

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

(b) **Reduction in Turnover** for which the amount payable as indemnity hereunder shall be the sum produced by applying the Rate of Gross Profit to the amount by which the Turnover during the Indemnity Period (less the Turnover for the period of the salvage sale) shall in consequence of the Damage fall short of the Standard Turnover from which sum shall be deducted the Gross Profit actually earned during the period of the salvage sale

10. Programs and Data

The Named Insured shall

- (a) take all reasonable precautions to prevent accidental loss distortion corruption or erasure of Programs 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

11. Subrogation Waiver

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

- (a) standing in the relation of parent to subsidiary to the Named Insured

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

in each case as defined by current legislation

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

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

13. Unoccupancy

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

14. Explosion

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

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

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

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

Standard Turnover the proportional equivalent for a period equal to the Indemnity Period of the Turnover during the period between the commencement of the Business and the date of the Damage to which such adjustments shall be made as may be necessary to provide for the trend of the Business and for variations in or other special circumstances affecting the Business either before or after the Damage or which would have affected the Business had the Damage not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the Damage would have been obtained during the relative period after the Damage

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

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

Basis of Settlement - Gross Profit: Code GP

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

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

and

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

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

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

Tax Relief where appearing as a numbered item in the Schedule

The insurance under this item is limited to

- (a) **Reduction in Tax Relief** for which the amount payable as indemnity hereunder shall be the amount by which the Tax Relief in the financial year or years containing the Indemnity Period falls short of the Tax Relief to which the Insured would but for the Damage have been entitled in the said financial year or years

and

- (b) **Increase in Cost of Working** for which the amount payable as indemnity hereunder shall be so much of the

additional expenditure beyond that recoverable under clause (b) of the Gross Profit item "Increase in Cost of Working" as the Insured shall necessarily and reasonably incur during the Indemnity Period in consequence of the Damage for the purpose of avoiding or diminishing the reduction in Turnover but not more than the additional amount which would have been payable under clause (b) of this item had such expenditure not been incurred provided that if the Sum Insured for this Item is less than the Tax Relief Insurable Amount the amount payable shall be proportionately reduced

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

The insurance under this item is limited to

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

Additional Memoranda

Return of Premium

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

Basis of Settlement - Declaration Linked Gross Profit: Code DLGP

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

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

and

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

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

Tax Relief where appearing as a numbered item in the Schedule

The insurance under this item is limited to

- (a) **Reduction in Tax Relief** for which the amount payable as indemnity hereunder shall be the amount by which the Tax Relief in the financial year or years containing the Indemnity Period falls short of the Tax Relief to which the Insured would but for the damage have been entitled in the said financial year or years

and

- (b) **Increase in Cost of Working** for which the amount payable as indemnity hereunder shall be so much of the additional expenditure beyond that recoverable under clause (b) of the Gross Profit item "Increase in Cost of Working" as the Insured shall necessarily and reasonably incur during the Indemnity Period in consequence of the Damage for the purpose of avoiding or diminishing the

reduction in Turnover but not more than the additional amount which would have been payable under clause (b) of this item had such expenditure not been incurred

Limit of Liability

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

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

The insurance under this item is limited to

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

Special Definitions

Estimated Gross Profit

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

Estimated Tax Relief

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

Additional Memoranda

Renewal

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

Premium Adjustment

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

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

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

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

(a) is less than the Estimated Gross Profit for the relative Period of Insurance the Company will allow a pro rata return of the premium paid on the Estimated Gross Profit but not exceeding 50% of such premium

(b) is greater than the Estimated Gross Profit for the relative Period of Insurance the Insured shall pay a pro rata addition to the premium paid on the Estimated Gross Profit

Basis of Settlement - Gross Revenue: Code GR

The insurance under this item is limited to

- (a) **Loss of Gross Revenue** for which the amount payable as indemnity hereunder shall be the amount by which the Gross Revenue during the Indemnity Period shall in consequence of the Damage fall short of the Standard Revenue

and

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

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

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

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

The insurance under this item is limited to

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

Additional Memoranda

Return of Premium

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

Basis of Settlement - Declaration Linked Gross Revenue: Code DLGR

The insurance under this item is limited to

- (a) **Loss of Gross Revenue** for which the amount payable as indemnity hereunder shall be the amount by which the Gross Revenue during the Indemnity Period shall in consequence of the Damage fall short of the Standard Revenue

and

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

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

Limit of Liability

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

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

The insurance under this item is limited to

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

Special Definition

Estimated Gross Revenue

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

Additional Memoranda

Renewal

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

Premium Adjustment

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

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

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

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

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

Basis of Settlement - Rent Receivable: Code RR

The insurance under this item is limited to

- (a) **Loss of Rent Receivable** for which the amount payable as indemnity hereunder shall be the amount by which the Rent Receivable during the Indemnity Period shall in consequence of the Damage fall short of the Standard Rent Receivable

and

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

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

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

Additional Memoranda

Return of Premium

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

Basis of Settlement - Declaration Linked Rent Receivable: Code DLRR

The insurance under this item is limited to

- (a) **Loss of Rent Receivable** for which the amount payable as indemnity hereunder shall be the amount by which the Rent Receivable during the Indemnity Period shall in consequence of the Damage fall short of the Standard Rent Receivable

and

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

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

Limit of Liability

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

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

The insurance under this item is limited to

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

Special Definition

Estimated Rent Receivable

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

Additional Memoranda

Renewal

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

Premium Adjustment

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

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

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

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

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

Basis of Settlement - Research and Development Expenditure: Code RDE

The insurance under this item is limited to

(a) **Research and Development Expenditure** for which the amount payable as indemnity hereunder shall be for each working week in the Indemnity Period during which the activities of the Business are in consequence of the Damage

- (i) **Totally Interrupted** or totally given over to the re-working of projects affected by the damage the **Insured Amount** per week
- (ii) **Partially Interrupted** or partially given over to the re-working of projects affected by the Damage an equitable portion of the **Insured Amount** per week based upon the time rendered ineffective by reason of the Damage

and

(b) **Increase in Cost of Working** for which the amount payable as indemnity hereunder shall be the additional expenditure reasonably and necessarily incurred by the Named Insured solely in consequence of the Damage in order to minimise the interruption but not exceeding the additional amount that would have been payable under (a) for **Research and Development Expenditure** if no such **Increase in Cost of Working** had been incurred

less any sum saved during the **Indemnity Period** in respect of such research and development expenses as may cease or be reduced in consequence of the Damage

provided that if the Sum Insured by this item shall be less than the **Annual Research and Development Expenditure** (or a proportionately increased multiple thereof where the maximum Indemnity Period exceeds twelve months) the amount payable shall be proportionately reduced

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

The insurance under this item is limited to

Additional Increase in Cost of Working for which the amount payable as indemnity hereunder shall be such additional expenditure beyond that recoverable under clause (b) of the Research and Development Expenditure item "Increase in Cost of Working" 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 interruption of the Business

Special Definitions

Annual Research and Development Expenditure

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

Insured Amount Per Week

Insured Amount Per Week means one fiftieth part of the Research and Development Expenditure incurred during the financial year immediately before the date of the Damage to which such adjustment shall be made as may be necessary to provide for the trend of the Business and for variations in or other special circumstances affecting the Business either before or after the Damage or which would have affected the Business had the Damage not occurred so that the figure thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the Damage would have been obtained during the relative period after the Damage

Research and Development Expenditure

Research and Development Expenditure means the total expenditure on research by the Named Insured at the Business Premises less the relative cost of raw materials consumed

Additional Memorandum

Return of Premium

The Named Insured shall furnish to the Company not later than six months after the expiry of each Period of Insurance a declaration confirmed by the Named Insured's auditors of the Research & Development Expenditure during the accounting period of twelve months most nearly concurrent with such Period of Insurance. In the event the Research & Development Expenditure (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 is less than the Sum Insured a pro rata return of premium not exceeding 50 % of the premium paid on the Sum Insured for such Period of Insurance will be made in respect of the difference. If any Damage shall have occurred giving rise to a claim under this Business Interruption Section such return shall be made in respect only of so much of this difference as is not due to the Damage

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

The insurance under this item is limited to

Increase in Cost of Working for which the amount payable as indemnity hereunder shall be the additional expenditure necessarily and reasonably incurred by the Named Insured for the sole purpose of avoiding or diminishing the interruption of or interference with the Business which but for that expenditure would have taken place during the Indemnity Period in consequence of the Damage Additional expenditure includes the cost of removal to and from temporary premises and expenses incidental thereto increase in rent rates and taxes 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 are subject otherwise to the terms of the Business Interruption Section and the General Definitions Conditions and Exclusions

Provided that the limit of the Company’s liability under each extension in respect of any one Event shall not exceed

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

or

- (b) the amount

as specified in the Schedule

1. Prevention of Access

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

2. Public Utilities - Electricity

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

3. Public Utilities - Gas

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

4. Public Utilities - Telecommunication

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

5. Public Utilities - Water

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

6. Specified Suppliers

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

7. Specified Customers

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

8. Unspecified Suppliers

The insurance provided by this Business Interruption Section extends to cover loss resulting from interruption to or interference with the Business in consequence of Damage to property at any premises of the Named Insured’s suppliers anywhere in the Republic of Ireland Great Britain Northern Ireland the Isle of Man or the Channel Islands

9. Unspecified Customers

The insurance provided by this Business Interruption Section extends to cover loss resulting from interruption to or interference with the Business in consequence of Damage to property at any premises of the Named Insured’s customers anywhere in the Republic of Ireland Great Britain Northern Ireland the Isle of Man or the Channel Islands

Optional Extension – Outstanding Debit Balances

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

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

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

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

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

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

As used in this extension

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

- (a) bad debts
- (b) amounts debited (or invoiced but not debited) and credited (including credit notes and cash not passed

through the books at the time of Damage) to customers' accounts in the period between the date to which said last statement relates and the date of the Damage

- (c) any abnormal condition of trade which had or could have had a material effect on the business

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

Note

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

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

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

Exclusions

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

1. if after the commencement of this insurance

- (a) the Business is wound up or permanently discontinued or the Named Insured becomes bankrupt or the Business is carried on by a liquidator
- (b) the interest of the Named Insured ceases other than by death

2. in consequence of Damage in respect of vehicles requiring a licence for road use (including accessories thereon) caravans trailers railway locomotives rolling stock watercraft or aircraft

3. in consequence of loss distortion corruption or erasure of Programs or Data recorded on Media unless such loss distortion corruption or erasure of Programs 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 apply to

- (a) such Damage which itself results from another cause 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 apply to

- (a) such Damage which itself results from another cause and is not otherwise excluded
- (b) subsequent Damage which itself results from a cause not otherwise excluded

6. in consequence of Damage directly or indirectly caused by or consisting of the failure of any computer or other equipment or system for processing storing or retrieving data whether the property of the Named Insured or not

- (a) correctly to recognise any date as its true calendar date

(b) to capture save retain 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 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 this shall not apply to subsequent Damage not otherwise excluded which itself results from a Defined Peril or theft or attempted theft where such failure is not the result of wilful misconduct by the Named Insured and the Named Insured has undertaken all reasonable efforts to prevent such failure and to mitigate the consequences of any such failure

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

8. in consequence of Damage in respect of

- (a) Money
- (b) property In Transit unless specifically mentioned as insured by this Business Interruption Section

9. in consequence of Damage caused by or consisting of

- (a) inherent vice latent defect gradual deterioration wear and tear frost change in water table level 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 Employee
- (d) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds

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

10. (a) in consequence of Damage caused by or consisting of

- (i) corrosion rust wet or dry rot shrinkage evaporation loss of weight dampness dryness marring scratching vermin insects humidity contamination or action of light
- (ii) change in temperature colour flavour texture or finish
- (iii) erasure or distortion of information on computer systems or other records due to the presence of a magnetic flux
- (iv) the freezing solidification or inadvertent escape of molten material

but this shall not apply to

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

(b) in consequence of Damage consisting of breakdown or derangement in respect of the particular machine apparatus or equipment in which such breakdown or derangement originates but this shall not apply to

- (i) such Damage as described which itself results from another cause not otherwise excluded
- (ii) subsequent breakdown or derangement to surrounding property not forming part of the same machine apparatus or equipment
- (iii) other subsequent Damage which itself results from a cause not otherwise excluded

(c) in consequence of Damage consisting of joint leakage failure of welds cracking fracturing collapse or overheating of boilers economisers superheaters pressure vessels or any range of steam and feed piping in connection therewith but this shall not apply to

- (i) such Damage as described which itself results from another cause not otherwise excluded
- (ii) other subsequent Damage which itself results from a cause not otherwise excluded

11. in consequence of Damage caused by theft or attempted theft of property from the Business Premises unless caused by

- (a) theft or attempted theft of the property from within the buildings at the Business 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

- (b) forcible and violent theft or attempted theft of an external part of the building or anything attached to it provided that this paragraph (b) of exclusion 11 shall not apply in respect of any building that has scaffolding erected to the outside of the building at the time of the Damage occurring

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

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

- (a) away from the Business Premises caused by theft or attempted theft of the property

- (i) from or on an unattended vehicle or trailer during Working Hours unless all doors windows and other means of access have been secured and locked and alarm (if any) activated and in respect of an unattended vehicle the property was placed in the boot or similar luggage compartment of the vehicle and effectively concealed from sight and the boot or compartment was securely closed and locked

- (ii) from or on an unattended vehicle or trailer out of Working Hours unless all doors windows and other means of access were secured and locked and alarm (if any) activated and in respect of an unattended vehicle the property was placed in the boot or similar luggage compartment of the vehicle and effectively concealed from sight and the boot or compartment were securely closed and locked and such vehicle or trailer was garaged in a securely closed and locked building or compound

- (iii) from or on an unattended soft topped open topped or open sided vehicle or trailer unless also involving theft of the vehicle or trailer

- (iv) where property is otherwise left unattended unless contained in a locked building of substantial construction or in a secure locked room

As used in this provision unattended means that the Named Insured or any person to whom the Named Insured has entrusted the care custody and control of the property is unable to exercise control over or otherwise unable to influence events affecting the property

(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

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

(a) pollution or contamination which itself results from a Defined Peril

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

14. in consequence of Damage caused by or consisting of

(a) subsidence ground heave or landslip unless resulting from fire explosion earthquake or the escape of water from any tank apparatus or pipe

(b) normal settlement or bedding down of new structures

(c) dishonesty fraudulent action trick device or other false pretence by any Employee partner or director of the Named Insured whether acting alone or in collusion with others

(d) disappearance unexplained or inventory shortage misfiling or misplacing of information

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

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

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

(a) caused by fire resulting from its undergoing any heating process or any process involving the application of heat

(b) resulting from its undergoing any process of production packing treatment commissioning servicing or repair

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

Special Condition

The Named Insured shall ensure that

(a) such unoccupied buildings are secured against illegal entry and all external doors and accessible external windows shall be fitted with good quality locks

(b) all services other than limited services required for security guards fire and burglar alarms shall be disconnected unless otherwise agreed by the Company in writing

(c) all letter boxes shall be sealed to prevent insertion of material

(d) perimeter fences walls and gates shall be kept complete and maintained

(e) such unoccupied buildings shall be kept clear both internally and externally of combustible materials and not be used for storage

(f) vegetation surrounding such unoccupied buildings shall be kept down

(g) the Business Premises shall be inspected thoroughly internally and externally at least once every seven days (or at a frequency agreed by the Company in writing) by the Named Insured or a responsible person appointed by the Named Insured and a record maintained of such inspections and any defects rectified without delay

19. in consequence of Damage in respect of

(a) property or structures in course of construction or erection and materials or supplies in connection with all such property in course of construction or erection

(b) land piers jetties bridges culverts or excavations

(c) livestock growing crops or trees

20. in consequence of Damage in respect of jewellery precious stones precious metals bullion furs curiosities works of art or rare books

Computer and Telecommunication Equipment Section

Definitions

In this Computer and Telecommunication Equipment Section the following terms shall have the following meanings If a term below is also defined in the General Definitions the definition below replaces the General Definition for purposes of this Computer and Telecommunication Equipment Section

1. **Damage or Damaged**

Damage or 'Damaged means accidental loss or destruction of or damage

2. **Indemnity Period**

Indemnity Period means the period beginning when an Insured Incident occurs and ending when the results of the Business cease to be affected by the Insured Incident but not exceeding the length of the Indemnity Period shown in the Schedule

3. **Insured Incident**

Insured Incident means

- (a) Damage insured by this Computer and Telecommunication Equipment Section
- (b) Reinstatement of Data and Reinstatement of Programs insured by this Computer and Telecommunication Equipment Section
- (c) 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
- (d) 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
- (e) 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

- (f) 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 (e) above
- (g) the accidental failure of any telecommunications system used in connection with the Property not occasioned by
 - (i) 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
 - (ii) 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
- (h) (i) Damage to the Premises in which the Property is situated or to any contents thereof or to property in the vicinity of the Premises or
 - (ii) the exercise by any public or police authority of its powers for the sole purpose of safeguarding lifewhich prevents the Named Insured gaining access to or using the Computer and Telecommunication Equipment

4. **Premises and Business Premises**

Premises means those premises at the addresses described in the List Of Premises And Other Locations Schedule attaching to the Master Schedule or in any subsequent Endorsement Schedules or Renewal Schedules forming part of this Policy and identified by the Premises Code shown against it

Business Premises means those Premises which the Named Insured owns occupies or is responsible for

5. **Property and Property Insured**

Property and Property Insured means as described in the Schedule

Cover

The Company will indemnify the Named Insured in accordance with the undernoted Cover clauses following Damage or an Insured Incident as insured hereunder occurring during the Period of Insurance provided that the Company's liability in respect of each insured item shall be limited to the Sum Insured for that item in the Schedule

1. **Damage to Computer and Telecommunication Equipment Media and Ancillary Equipment**

If the Property Insured (other than Property Insured as defined in Cover clause – Portable Items) shall be Damaged (other than by an excluded cause) the Company will pay the Named Insured in accordance with the Basis of Settlement

This Cover clause does not cover 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 clause – Damage to Computer and Telecommunication Equipment Media and Ancillary Equipment or Cover clause – Portable Items 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 clause – Damage to Computer and Telecommunication Equipment Media and Ancillary Equipment or Cover clause – Portable Items the Company will pay the costs necessarily and reasonably incurred by the Named Insured in the Reinstatement of Data but not for 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 shown against the item(s) stated in the Schedule applying to this Cover clause are interrupted or interfered with due to an Insured Incident occurring during the Period of Insurance the Company will pay the additional expenditure necessarily and reasonably incurred by the Named Insured during the Indemnity Period in consequence of such interruption or interference

5. **Portable Items**

In the event of Damage (other than by an excluded cause) to laptop computers or other portable computer devices including projectors or mobile telephones the Company will pay the Named Insured in accordance with the Basis of Settlement

6. **Arson and Theft Reward Costs**

The insurance provided by this Computer and Telecommunication Equipment Section extends to cover rewards payable for the receipt of information which leads to the prosecution and conviction of a perpetrator of arson or theft following Damage not otherwise excluded at the Business Premises

Provided that

- (a) such rewards are agreed by the Company and police or other reputable statutory authority and
- (b) the Company's total liability under this Cover clause and under Cover clause – Arson and Theft Reward Costs of the Property Damage Section combined is limited to 10% of the value of the total arson or theft loss covered under this Computer and Telecommunication Equipment Section and the Property Damage Section combined or €10,000 (whichever is the lower amount) any one Event

Extensions

The insurance provided by this Computer and Telecommunication Equipment Section extends to cover the following subject to the liability of the Company not exceeding in respect of each insured extension the limit stated in the Schedule in respect of any one Event

1. 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 or demolishing
- (c) shoring up or propping

following a loss insured by this Computer and Telecommunication Equipment Section

The Company will not pay for any costs or expenses

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

2. Temporary Repairs or Expediting Costs

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

3. Incompatibility of Computer Records

The Company will pay for the lesser of

- (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 or Data thereon

to achieve compatibility in the event that loss or destruction of Computer and Telecommunication Equipment insured by this Computer and Telecommunication Equipment Section has resulted in

undamaged Unfixed Media being incompatible with the replacement Computer and Telecommunication Equipment

4. Additional Property

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

5. Additional Rental

In the event of Damage insured by this Computer and Telecommunication Equipment Section to Property requiring replacement of a lease/hire agreement by a new contract for similar property the Company will pay any additional rental charges reasonably incurred

6. Accidental Discharge of Gas Flooding Systems

Where any gas flooding system conforming to the requirements of health and safety legislation and installed solely for the protection of the Property accidentally discharges the Company will pay for the cost of refilling any cylinders of such gas flooding system

Additional Cover

observe fulfil and be subject to the terms of this
Computer and Telecommunication Equipment Section

1. Consulting Engineers' Fees / Repair Investigation Costs

The Company will pay fees and costs incurred with the consent of the Company in conducting investigations or tests into possible repair reinstatement (whether or not successful) or replacement consequent upon Damage insured by this Computer and Telecommunication Equipment Section but not for preparing any claim

The Company's liability for such Damage and fees and costs shall not exceed in total the appropriate Sum Insured

2. 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 Computer and Telecommunication Equipment Section

provided that

- (a) 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
- (b) the Company is satisfied that Damage has been avoided or reduced in consequence of the measures taken
- (c) the terms of this Computer and Telecommunication Equipment Section shall apply as if Damage had occurred

3. Automatic Reinstatement

The amounts stated in this Computer and Telecommunication Equipment 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

4. Waiver of Subrogation against Authorised Users

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

- (a) such user has the authority of the Named Insured to use the Property and
- (b) such user shall as if he were the Named Insured

5. Professional Accountants' Charges

The Company will subject to the Sum Insured shown in the Schedule in respect of Cover clause - 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 clause - Increase in Cost of Working

6. Fire Extinguishing Expenses

The insurance provided by this Computer and Telecommunication Equipment Section extends to cover 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 Computer and Telecommunication Equipment Section

7. Temporary Removal

The insurance provided by this Computer and Telecommunication Equipment Section on Property Insured at the Premises extends to cover such property whilst temporarily away from the Premises within the Territorial Limits during the Period of Insurance for the purposes of renovation repair service cleaning

provided that the Company's liability under this extension shall not exceed the lesser of 10% of the Sum Insured for such property as specified in the Schedule or €32,500 in any one Event

Conditions

1. Fire Precautions - Business Premises

In respect of any of the devices described herein which are installed at the Business Premises the Named Insured shall ensure that

(a) 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

(b) Fire Extinguishing Appliances

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

2. Security and Intruder Alarm Precautions - Business Premises

The Named Insured shall ensure that

(a) 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

(b) where the Company has required an intruder alarm to be installed or if an intruder alarm is already installed on the Business Premises

(i) the Intruder Alarm must be maintained in efficient working order at all times and in accordance with its installation specification or as otherwise approved by the Company

(ii) 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

(iii) 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

A. 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

B. the intruder alarm is regularly tested and is in full and efficient working order

(iv) the Named Insured shall give immediate written notice to the Company if it 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 Computer and Telecommunication Equipment Section does not cover Damage caused by

A. theft or attempted theft from the Business Premises other than by robbery or attempted robbery or

B. malicious persons where accompanied by forcible and violent entry to or exit from the buildings

where police response to alarm activation is withdrawn unless written agreement has been obtained from the Company that such insurance remains operative

For the purposes of this condition intruder alarm includes detection devices sensors detection circuit control and processing equipment power supplies audible and remote signalling and ancillary telecommunication systems

3. Security and Intruder Alarm Precautions - Third Party Premises

In respect of any Premises other than Business Premises regardless of whether or not the Named Insured has full control of the security at such Premises the insurance provided under this Computer and Telecommunication Equipment Section in respect of Damage caused by theft or attempted theft or Damage caused by malicious persons where accompanied by forcible and violent entry to or exit from the buildings shall be subject to:

(a) all security devices (other than intruder alarms) 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) or Damage caused by malicious persons where accompanied by forcible and

violent entry to or exit from the buildings unless written agreement has been obtained from the Company that such insurance remains in force

For the purpose of this condition intruder alarm includes detection devices sensors detection circuit control and processing equipment power supplies audible and remote signalling and ancillary telecommunication systems

4. **Underinsurance**

The Sum Insured by each item of this Computer and Telecommunication Equipment Section is declared to be separately subject to an Underinsurance Condition The Underinsurance Condition applicable is dependant 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 in which Property is situate 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 such 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 Computer and Telecommunication Equipment Section

(b) **Subrogation Waiver**

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

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

in each case as defined by current legislation

(c) **Reinstatement**

If any Property is to be reinstated or replaced by the Company the Named Insured shall at its own expense provide all such plans documents books and

information as may reasonably be required The Company shall not be bound to reinstate exactly but only as circumstances permit and in a reasonably sufficient manner and shall not in any case be bound to expend in respect of any one of the items insured more than its Sum Insured

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

On the happening of Damage in respect of which a claim is made the Company and any person authorised by the Company may without thereby incurring any liability or diminishing any of the Company's rights under this Policy enter take or keep possession of the 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) take all reasonable precautions to prevent Damage to the Property or accidental loss distortion corruption or erasure of Programs or Data
- (b) in respect of Programs maintain a back-up 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 back-up 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-invalidity**

Notwithstanding General Conditions – Condition Precedent Misrepresentation and Fraud and Alteration the insurance provided by this Computer and Telecommunication Equipment Section shall not be invalidated by any act or omission or by any alterations in respect of any portion of the Premises not occupied by the Named Insured whereby the risk of Damage is increased unknown to or beyond the control of the Named Insured provided that immediately after the Named Insured becomes aware thereof the Named Insured gives notice to the Company and pays an additional premium if required

Basis of Settlement

The amount payable for each item of Computer and Telecommunications 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

Underinsurance Condition

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

2. Reinstatement - Code: REINS

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

For the purpose of this Basis of Settlement Reinstatement means

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

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

(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

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

(i) unless reinstatement commences and proceeds without unreasonable delay

(ii) until the cost of reinstatement has been incurred

(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

Exclusions

The insurance provided under this Computer and Telecommunication Equipment Section does not cover

1. 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 or corrective maintenance at inclusive cost but this exclusion shall not apply to Cover clause – Increase in Cost of Working
2. Damage recoverable under any guarantee or maintenance rental hire or lease agreement
3. consequential loss or damage of any kind or description other than that provided for specifically under this Computer and Telecommunication Equipment Section and such cover provided under this Computer and Telecommunication Equipment Section shall not include any consequential loss which is also insured under the Business Interruption Section
4. in respect of Cover clause – 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. in respect of Cover clause – Increase in Cost of Working the increase in cost of working due to
 - (a) failure inadequacy or malfunction of any satellite
 - (b) atmospheric solar or lunar conditions causing temporary interference with transmission to or from any satellite
6. in respect of Cover clause – Increase in Cost of Working the costs of Reinstatement of Data and Reinstatement of Programs onto Fixed Media or Unfixed Media
7. 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. 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 within the buildings 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. Damage to Property Insured

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

As used in this provision unattended means that the Named Insured or any person to whom the Named Insured has entrusted the care custody and control of Property Insured is unable to exercise control over or otherwise unable to influence events affecting the Property
- (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. Damage in respect of Stock

11. Damage to the Property Insured caused by or attributable to defective packing or incorrect or insufficient addressing

12. Damage to Computer and Telecommunication Equipment Media Ancillary Equipment or accidental loss distortion corruption or erasure of Programs or Data or any Insured Incident as insured under Cover clause - Increase In Cost of Working caused directly or indirectly by or consisting of or other additional expenditure arising directly or indirectly from the failure of any computer or other equipment or system for processing storing or retrieving data whether the property of the Named Insured or not

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

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

13. Damage caused by or consisting of

- (a) inherent vice latent defect gradual deterioration its own faulty or defective design or materials
- (b) 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 otherwise excluded

14. 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

15. Damage to Property Insured arising in any building which is unoccupied for a period of more than thirty consecutive days other than Damage caused by fire lightning explosion aircraft or other aerial devices or articles dropped therefrom subject to the following Special Condition

Special Condition

The Named Insured shall ensure that

- (a) such unoccupied buildings are secured against illegal entry and all external doors and accessible external windows are fitted with good quality locks
- (b) all services other than limited services required for security guards fire and burglar alarms shall be disconnected unless otherwise agreed by the Company in writing
- (c) all letter boxes shall be sealed to prevent insertion of material
- (d) perimeter fences walls and gates shall be kept complete and maintained
- (e) such unoccupied buildings shall be kept clear both internally and externally of combustible materials and not be used for storage
- (f) vegetation surrounding such unoccupied buildings shall be kept down
- (g) the Business Premises shall be inspected thoroughly internally and externally at least once every seven days (or at a frequency agreed by the Company in writing) by the Named Insured or a responsible person appointed by the Named Insured and a record maintained of such inspections and any defects rectified without delay

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

17. any property more specifically insured by or on behalf of the Named Insured

18. Damage caused by pollution or contamination but this shall not exclude Damage to 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

19. 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 or a

Computer Virus but this shall not exclude Damage not otherwise excluded which itself results from fire lightning explosion escape of water from any tank apparatus or pipe

20. under Cover clause – Reinstatement of Programs or Cover clause – Reinstatement of Data loss distortion corruption or erasure of Programs or Data recorded on Media unless such loss distortion corruption or erasure of Programs or Data itself results from other Damage to Property Insured and is not otherwise excluded

Employers' Liability Section

Definitions

In this Section the following terms shall have the following meanings

1. **Offshore Work**

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

Cover

1. Bodily Injury

The Company will indemnify the Insured subject to the Limit of Indemnity in respect of all sums which the Insured shall become legally liable to pay as Compensation for Bodily Injury sustained by any Employee that arises out of and in the course of employment by the Named Insured in connection with the Business and is caused during the Period of Insurance

- (a) within the Republic of Ireland Great Britain Northern Ireland the Isle of Man or the Channel Islands
- (b) anywhere in the world outside the territories stated in (a) above where the Employee normally resident in the territories stated in (a) above is temporarily working in connection with the Business

2. Claimants' Costs and Expenses

The Company will indemnify the Insured subject to the Limit of Indemnity in respect of all sums the Insured shall become legally liable to pay as claimants' costs and expenses in connection with the indemnity provided under Cover clause – Bodily Injury

3. Defence Costs and Expenses

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

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

which may be the subject of indemnity under Cover clause – Bodily Injury

4. Safety Health and Welfare at Work Act Prosecution Defence Costs

The Company will indemnify the Named Insured and at the request of the Named Insured any partner director or Employee of the Named Insured subject to the Limit of Indemnity as stated in the Schedule in respect of all legal costs or other expenses reasonably incurred with the Company's written consent in the defence of any criminal

proceeding brought or in an appeal against a conviction arising from such criminal proceeding in respect of a breach of any health and safety at work legislation committed or alleged to have been committed during the Period of Insurance in connection with the Business

Provided that

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

5. Unsatisfied Court Judgements

Where a judgement for Compensation has been obtained by an Employee or a legal personal representative of an Employee for Bodily Injury sustained by the Employee that arose out of and in the course of employment by the Insured in connection with the Business and was caused during the Period of Insurance against any company or person operating from or residing within the Republic of Ireland Great Britain Northern Ireland the Isle of Man or the Channel Islands in any court situate in the said territories and such judgement remains unsatisfied in whole or in part 6 months after the date of judgement then at the request of the Named Insured the Company will pay to the Employee or the legal personal representative of the Employee subject to the Limit of Indemnity as stated in the Schedule the amount of any such Compensation and awarded costs that remain unsatisfied

Provided that

- (a) the judgement is not on appeal
- (b) prior to any payment being made by the Company the Employee or the legal personal representative of the Employee has assigned all rights to recover from the party against whom the judgement was obtained to the Company

- (c) all reasonable steps necessary to protect the Company's ability to recover from the party against whom the judgement was obtained have been taken by the Employee or the legal personal representative of the Employee

6. Payment for Court Attendance

If the Company or its representative requests any undermentioned Insured attend a court tribunal or other forum as a witness in connection with a claim in respect of which the Insured is entitled to indemnity under this Section the Company will at their discretion provide compensation to the Insured up to the following rates per day for each day or part thereof that attendance is required

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

7. Indemnity to Principal

If the Named Insured so requests the Company will indemnify any principal for whom the Insured is carrying out work under a contract or agreement against liability arising out of the performance of such work by the Insured and in respect of which the Insured would have been entitled to indemnity under Cover clause – Bodily Injury Cover clause Claimants' Costs and Expenses and Cover clause Defence Costs and Expenses as if the claim had been made against the Insured but only to the extent required by the terms and conditions of such contract or agreement

Provided that

- (a) said principal shall observe fulfil and be subject to the terms of this Policy in so far as they can apply
- (b) the Company's aggregate liability to all parties comprising the Insured and any principal shall not exceed the Limit of Indemnity stated in the Schedule

Limit of Indemnity

The Limit of Indemnity is stated in the Section Schedule and applies to the Compensation for Bodily Injury payable in respect of any one occurrence or all occurrences of a series consequent on or attributable to one source or original cause and is inclusive of all claimants' and defence costs and expenses payable under Cover clause – Claimant's Costs and Expenses Cover clause – Defence Costs and Expenses and Cover clause – Safety Health and Welfare at Work Act Prosecution Defence Costs

Condition

Claims (Right of Recovery)

The indemnity provided by this Employers' Liability Section is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to employees in Great Britain Northern Ireland the Isle of Man and the Channel Islands but the Insured shall repay to the Company all sums paid by the Company which it would not have been liable to pay but for the provision of such law

Exclusions

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

1. any amount payable under workmen's compensation social security or health insurance legislation
2. any claim arising directly or indirectly out of Offshore Work
3. any liability for which compulsory insurance or security is required by any road traffic legislation
4. any liability arising from any development work to the Insured's property other than maintenance or repair

Public and Products Liability Section

Definitions

In this Section the following terms shall have the following meanings

1. **Damage**

Damage means

- (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**

Financial Loss means financial loss unaccompanied by either Injury or Damage

Cover

1. Legal Liability

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

2. Claimants' Costs and Expenses

The Company will in addition to the Limit of Indemnity indemnify the Insured in respect of all sums the Insured shall become legally liable to pay as claimants' costs and expenses in connection with the indemnity provided under Cover clause – Legal Liability

3. Defence Costs and Expenses

The Company will in addition to the Limit of Indemnity indemnify the Insured in respect of all

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

- (i) coroner's inquest or other inquiry in respect of any death
- (ii) proceeding in a court (other than in the defence of any criminal proceedings brought or in an appeal against conviction arising from such criminal proceeding) in respect of any act or omission causing or relating to any matter

(b) other costs and expenses reasonably incurred with the Company's written consent in relation to any matter

which may be the subject of indemnity under Cover clause – Legal Liability

4. Data Protection Act 1998

The Company will indemnify the Named Insured and at the request of the Named Insured any partner director or Employee of the Named Insured subject to the limit liability stated in paragraph 4(f) below in respect of their liability to pay Compensation for damage or distress under section 7 21 and 22 of the Data Protection Act 1998 including reasonable defence costs and expenses incurred with the written consent of the Company and 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) a claim for Compensation is first made or a prosecution is first brought against the Named Insured during the Period of Insurance

(b) the Named Insured is registered in accordance with the terms of the Data Protection Act 1998 or has applied for such registration which has not been refused or withdrawn

(c) the Named Insured has taken all reasonable care to comply with the requirements of the Data Protection Act 1998

(d) the indemnity will not apply to

- (i) fines or penalties of any kind
- (ii) the cost of replacing reinstating rectifying erasing blocking or destroying data
- (iii) liability caused by or arising from a deliberate or intentional act or omission of the Named Insured or any partner director or Employee of the Named Insured the effect of which knowingly resulted in liability under the Data Protection Act 1998
- (iv) claims which arise out of circumstances notified to previous insurers or are known to the Insured and likely to give rise to indemnity under this Cover clause at the start of the Period of Insurance
- (v) liability for which indemnity is provided under any other insurance
- (vi) liability which arises as a result of the provision by the Named Insured in connection with the Business of services for the processing of data on behalf of a Third Party

(vii) liability which arises as a result of the recording or provision of data for reward or for determining the financial status of any person

(e) in respect of each and every claim or claims arising from an Event under this Cover clause the Named Insured shall be liable for 10% of the cost of such claim or claims or €750 which ever is the greater

(f) the Company's limit of liability under this Cover clause shall not exceed €750,000 during any one Period of Insurance

5. Motor Contingent Liability

Notwithstanding Section Exclusion 5 the Company will

indemnify the Named Insured subject to the Limit of Indemnity in respect of all sums which the Named Insured shall become legally liable to pay as Compensation for Injury or Damage that arises from or is caused by any motor vehicle that is not the property of nor provided by the Named Insured but is being used in connection with the Business

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

- (a) for loss of or damage to such vehicle or property carried
- (b) for which indemnity is available from any other source or is provided by any other insurance or where but for the existence of this Cover clause indemnity would have been provided by such other source or insurance
- (c) arising or caused whilst such vehicle is being
 - (i) driven by the Named Insured
 - (ii) driven with the consent of the Named Insured or its representative by a person who to the knowledge of the Named Insured or such representative does not hold a licence to drive such vehicle unless such person has held and is not disqualified from holding or obtaining such a licence
 - (iii) used elsewhere than in the Republic of Ireland Great Britain Northern Ireland the Isle of Man or the Channel Islands

6. Payment for Court Attendance

If the Company or its representative requests any undermentioned Insured attend a court tribunal or other forum as a witness in connection with a claim in respect of which the Insured is entitled to indemnity under this Section the Company will at their discretion provide compensation to the Insured up to the following rates per day for each day or part thereof that attendance is required

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

7. Indemnity to Principal

If the Named Insured so requests the Company will indemnify any principal for whom the Insured is carrying out work under a contract or agreement against liability arising out of the performance of such work by the Insured and in respect of which the Insured would have been entitled to indemnity under Cover clause – Legal Liability Cover clause Claimants' Costs and Expenses and Cover clause Defence Costs and Expenses as if the claim had been

made against the Insured but only to the extent required by the terms and conditions of such contract or agreement

Provided that

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

8. Overseas Personal Liability

The Company will indemnify the Named Insured and at the request of the Named Insured any partner director of the Named Insured or Employee (including their families whilst accompanying them) against legal liability to pay Compensation for Injury or Damage incurred in a personal capacity whilst engaged in visits in connection with the Business outside the Territorial Limits

Provided that

- (a) each party covered hereunder shall observe fulfil and be subject to the terms and conditions of the Policy insofar as they can apply
- (b) the Company's aggregate liability to all persons firms bodies corporate or entities comprising the Named Insured and any other party or parties shall not exceed the Limit of Indemnity
- (c) the Company will not provide indemnity
 - (i) in respect of legal liability caused by or arising out of the ownership or occupation of land or buildings
 - (ii) where indemnity is available from any other source or is provided by any other insurance or where but for the existence of this Cover clause indemnity would have been provided by such other source or insurance

9. Property in the Insured's Custody or Control

Section Exclusion 1(d) will not apply to

- (a) the personal effects (including vehicles and its contents) of any visitor or partner director or Employee of the Named Insured
- (b) any premises (including their fixtures fittings and contents) not owned by or leased rented or hired to the Named Insured that is temporarily occupied by an Insured for the purpose of carrying out work therein or thereon

- (c) any premises (including their fixtures and fittings) leased rented or hired to the Named Insured provided that the Company will not provide indemnity in respect of
 - (i) liability assumed by the Named Insured under a tenancy or other agreement unless liability would have attached in the absence of such tenancy or other agreement
 - (ii) the first €1,000 (or any applicable Deductible applying to the Section if greater) of each and every occurrence of loss or damage caused to any such premises fixtures or fittings other than by fire or explosion

Limit of Indemnity

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

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 clause – Claimant's Costs and Expenses and Cover clause – Defence Costs and Expenses shall be limited to the proportion that the Limit of Indemnity bears to the total amount of such liability
- (b) the Deductible in respect of Compensation and claimants' costs and expenses will be payable before the Company shall be liable to make a payment

Exclusions

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

1. the cost of making good Damage to property
 - (a) belonging to the Insured or
 - (b) being that part of any property worked upon by the Insured that arises out of such work or
 - (c) being any Product (other than any Product supplied under a separate contract) or
 - (d) in the Insured's care custody or control
2. liability assumed by the Insured under contract or agreement to any person firm or company unless the Company has signified its approval to the form of such contract or agreement or such liability would have attached notwithstanding such contract or agreement
3. liability arising from the ownership possession or use by or on behalf of the Insured of any vessel or craft (other than non powered water craft) made or intended to float on or in or travel through water or air or space but this Exclusion shall not apply to any waterborne vessel or craft not exceeding fto metres in length other than power boats used for racing
4. liability caused by or arising from the ownership possession or use by or on behalf of the Insured of any mechanically propelled vehicle or plant except
 - (a) any vehicle or plant
 - (i) not requiring a licence for road use or a certificate of motor insurance or other security or
 - (ii) being used as a tool of trade at any premises of the Insured or on the site of any contract where the Insured is working or
 - (b) the loading or unloading or the bringing to or taking away of a load from any mechanically propelled vehicle or plant

Provided that the Company will not provide indemnity

- (i) in respect of liability which is compulsorily insurable under any road traffic legislation
- (ii) where indemnity is available from any other source or is provided by any other insurance or where but for the existence of this Cover clause indemnity would

have been provided by such other source or insurance

5. liability arising out of or for the cost of removing nullifying or clearing up any actual or alleged Pollution or Contamination
 - (a) within the United States of America its territories and possessions Puerto Rico and Canada or
 - (b) elsewhere in the world unless caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance

Provided that

- (i) notwithstanding General Condition 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
- (ii) all Pollution or Contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place
- (iii) the liability of the Company for all Compensation payable in respect of all Pollution or Contamination which has occurred or is deemed to have occurred during the Period of Insurance shall not exceed the Limit of Indemnity in the aggregate

For the purpose of this Exclusion '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

6. liability for costs and expenses for
 - (a) the repair inspection alteration correction removal or replacement of defective materials service or workmanship or
 - (b) the withdrawal recall inspection alteration correction removal replacement or making of any refund in respect of Products
7. (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
- 8. liability in respect of loss of information or the provision of wrong information in or from computer programs tapes or data recording equipment unless as a direct consequence of physical loss of or damage to tangible property
- 9. liability in respect of Bodily Injury sustained by an Employee and arising out of and in the course of his employment by the Insured
- 10. liability in respect of any development work to any premises owned or leased or rented by the Named Insured other than maintenance or repair
- 11. liability for Financial Loss
- 12. liability caused by or arising from the failure of any computer or other equipment or system for processing storing or retrieving data whether the property of the Named Insured or not to correctly
 - (a) recognise any date as its true calendar date
 - (b) capture save retain manipulate interpret or process any data or information command or instruction as a result of treating any date otherwise than as its true calendar date
 - (c) capture save retain or process any data as a result of the operation of any command which has been programmed into any computer software being a command which causes the loss of data or the inability to capture to save retain or correctly to process such data on or after any date
- 13. liability for Bodily Injury arising from an act or omission in the provision of or failure to provide Health Care but this shall not apply (in so far as indemnity is otherwise provided) in respect of legal liability directly or indirectly resulting from caused by contributed to attributed to or in any way related to Abuse

For the purpose of this exclusion

- (a) Health Care means health care (but not First Aid) rendered by members of the health care and allied services or by others consequent on decisions or judgements made by such members

Such members shall include

- (i) medical and dental practitioners
- (ii) nurses
- (iii) midwives
- (iv) pharmacists
- (v) professions allied to medicine
- (vi) care assistants and nursing auxiliaries
- (vii) ambulance personnel
- (viii) laboratory technicians
- (ix) social workers
- (b) First Aid means emergency care (other than pre planned emergency treatment for specific individuals) given immediately to an injured or sick person by any director partner or Employee of the Named Insured in the course of carrying out their duties when undertaking the Named Insured's Business
- 14. liability arising out of advice design plan formula specification or omission to perform a professional duty provided for a fee or in circumstances where a fee would normally be charged
- 15. liability arising out of any work away from premises owned or leased or rented by the Named Insured involving the use of grinding wheels cutting discs angle grinders electric oxy-acetylene or other welding or cutting equipment blow torches blow lamps or flame guns or hot air guns heated tar bitumen or asphalt or any other process involving the application of heat other than this exclusion shall not apply to the use of electric soldering irons

Fidelity Guarantee Section

Definitions

Employee

Employee means any person under a contract of service or apprenticeship with the Named Insured or hired or loaned to the Named Insured

Cover

The Company will indemnify the Named Insured against

- (a) loss sustained by the Named Insured during the Period of Insurance as a direct result of any act of fraud or dishonesty by an Employee described in the Schedule who must be identified by name committed on or after the commencement of cover under this Section and discovered during the Period of Insurance or
 - (i) within twenty-four calendar months of the expiration thereof or
 - (ii) within twenty-four calendar months of the death dismissal or retirement of the Employeewhichever of these events shall first happen
- (b) loss as described in (a) above committed by any Employee during the currency of any previous fidelity insurance effected by the Named Insured but not discovered during the period stipulated in such insurance but
 - (i) only to the extent that such loss would have been insured had such insurance remained in force
 - (ii) only if fidelity insurance has been continuously in force
- (c) Auditors' fees necessarily incurred by the Named Insured and with the consent of the Company under the terms of this Section for an amount not exceeding €1,500 in respect of any one claim the amount payable being in addition to any amount already insured

Provided always that

- (a) immediately following the discovery of an act of fraud or dishonesty on the part of any Employee the indemnity hereby granted shall be at an end so far as any further act or fraud or dishonesty on the part of such Employee is concerned
- (b) the Employees' act of fraud or dishonesty occurs within the Territorial Limits

Limit of Indemnity

The liability of the Company in any one Period of Insurance shall not exceed the Limit of Indemnity specified in the Schedule or any lesser applicable limit where such lesser limit appears elsewhere in this Section

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

The liability of the Company in respect of any one Employee shall not exceed €10,000

Conditions

1. The Named Insured shall within fourteen days of the discovery of any act of fraud or dishonesty on the part of the Employee or of any matter in respect of which a claim may arise or might have arisen give notice in writing to the Company accompanied by all available particulars and within three months after such notice the Named Insured shall deliver to the Company full details of his claim and shall furnish proof of the correctness of such claim
2. 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 upon discovery of a loss giving rise to a valid claim hereunder the Limit of Indemnity shall be automatically reinstated by the amount of such loss as is subsequently ascertained the Named Insured having undertaken to pay a pro rata additional premium calculated on the amount of the reinstatement from the date of the loss provided always that the amount by which the Limit of Indemnity is reinstated shall only apply to acts of fraud or dishonesty committed after the date of such reinstatement
3. If this Section be continued in force for more than one year the liability of the Company in respect of any one claim shall not be accumulated or increased thereby and the aggregate liability of the Company during any number of years and for any number of losses forming the basis of any one claim whether under this Section or any similar cover in substitution for or substituted by this Section shall not exceed the Limit of Indemnity
4. Unless the Company shall consent in writing to any alteration the Company shall not be liable to make any payment hereunder if the nature of Business of the Named Insured shall be changed or the precautions and checks for securing accuracy of accounts and stock shall not be duly observed
5. Notwithstanding anything contained in General Condition – Condition Precedent it is a condition precedent to liability under this Section that the following procedures be adhered to on all occasions or such other procedures agreed in writing by the Company

(a) References

The Named Insured will obtain written references covering the whole of the preceding three years of employment in confirmation of the honesty of all Employees with responsibility for money stock and/or accounts engaged after the inception of this Section

(b) 'Cheque' Signing

All instruments for the operation of bank account(s) issued will bear two signatures where the amount of such instrument exceeds €15,000 Supporting vouchers will be examined against the instrument in all cases by the signatories irrespective of the amount of the instrument

(c) General Accounting Checks

- (i) there will be a split in duties so that no one Employee both compiles the payroll and makes wage payments
- (ii) the cast of the payroll will be subject to an independent check to ensure that the total amount drawn is correct
- (iii) all cheques postal orders and monies received by Employees will be remitted and/or banked in full on day of receipt or next banking day
- (iv) statements of account for all sums due will be issued directly to customers independently of Employees receiving or collecting monies cheques or postal orders at monthly intervals with management action being taken after the account is three months overdue
- (v) cash book entries will be subject to a monthly physical check independently of the Employees responsible against bank statements bank paying-in book counterfoils and vouchers and the balance tested with cash and unrepresented cheques

(d) General

- (i) every Employee responsible for stock or money is required to take an uninterrupted holiday of at least two weeks duration in any period of twelve months during which he or she performs no duties and is absent from his or her place of business

or

the Employee is required to be assigned to other duties for the balance of the two week period or for two weeks in full

or

the Employee is required to take at least 80% of their holiday entitlement in any one holiday period

- (ii) all departments are subject to an audit by an independent firm of Chartered Accountants at least every twelve months and the Auditor's reports are submitted directly to the executive committee
 - (iii) the system of check and supervision applies to all addresses from which the Named insured operates
- 6. Any sum of money which but for fraud or dishonesty of an Employee would become payable to him/her shall be deducted from the amount of the loss before a claim is made under this Section
- 7. If at the time of any loss there shall be any other security guarantee or insurance existing covering the same loss the Company shall not be liable to pay or contribute more than its rateable proportion of any sums payable in respect of such loss
- 8. Not more than one claim shall be made in respect of the same Employee

Exclusions

The Company shall not be liable to provide an indemnity in respect of

1. loss of interest or consequential loss of any kind
 2. Damage directly or indirectly caused by resulting from or consisting of the failure of any computer or other equipment or system for processing storing or retrieving data whether the property of the Named Insured or not to correctly
 - (a) recognise any date as its true calendar date
 - (b) capture save retain manipulate interpret or process any data or information command or instruction as a result of treating any date otherwise than as its true calendar date
 - (c) capture save retain or process any data as a result of the operation of any command which has been programmed into any computer software being a command which causes the loss of data or the inability to capture to save retain or correctly to process such data on or after any date
- but this shall not exclude subsequent Damage not otherwise excluded which itself results from a Defined Peril 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
3. loss directly or indirectly resulting from or caused by any fraudulent dishonest or criminal act by any of the following whilst acting alone or in collusion with others
 - (a) any director or executive officer of the Named Insured
 - (b) partners of the Named Insured if the Named Insured is a partnership

Motor Fleet Section

Definitions

1. **Vehicle**

The word 'Vehicle' shall mean any mechanically propelled vehicle

2. **Motor Vehicle**

The words 'Motor Vehicle' shall mean any Vehicle as described in the Schedule

Cover

1. Third Party Liability

A. Indemnity to the Insured

- (a) The Company will indemnify the Insured against legal liability for Compensation and claimants' costs and expenses and will in addition pay all costs and expenses incurred with its written consent in respect of

- (i) death of or bodily injury to any person
- (ii) damage to property up to the Limit of Indemnity specified in the Schedule to this Motor Fleet Section in respect of any one claim or number of claims arising out of one cause

where such death injury or damage arises out of an accident caused by or in connection with the Motor Vehicle and/or any trailer used by the Insured whilst being towed or when uncoupled from the Insured Vehicle in a public place (as defined by the Road Traffic Act) or the loading or unloading of the Motor Vehicle

- (b) The Company will in addition pay the solicitor's fee incurred with its written consent for
- (i) representation at any coroner's inquest or fatal accident inquiry in respect of any death which may be the subject of indemnity under Cover clause 1A(a) of this Motor Fleet Section
 - (ii) defending in any court of summary jurisdiction any proceedings in respect of any act causing or relating to any event which may be the subject of indemnity under this Motor Fleet Section

- (c) The Company will arrange and pay reasonable costs incurred with its written consent for legal services for defence in the event of proceedings being taken for manslaughter or reckless or dangerous driving causing death where the death in either case may be the subject of indemnity under this Motor Fleet Section

The indemnity provided by Cover clause 1A(c) of the Cover is in addition to any other indemnity which may be provided by this Section in respect of legal defence or representation

B. Indemnity to Other Persons

The Company will in the terms of Cover clause 1A of the Cover indemnify

- (a) any person permitted to drive in the current Certificate of Motor Insurance issued under this Section to the Insured while driving the Motor Vehicle on the Named Insured's order or with his permission

- (b) any person using (but not driving) the Motor Vehicle with the permission of the Named Insured for social domestic and pleasure purposes
 - (c) at the request of the Named Insured any person (other than the person driving) in or getting into or getting out of the Motor Vehicle
 - (d) the Insured under the terms of this Section (including loss of or damage to the Vehicle being moved) arising out of the movement by an Employee of the Named Insured of Vehicles not belonging to the Named Insured nor hired or loaned to him which are being moved
 - (i) for the purpose of permitting the parking of or to facilitate the loading or unloading of any such Vehicle
 - (ii) to allow the free passage of any Vehicle insured by this Section
 - (iii) under powers conferred on the Insured by any statute or bye-law
 - (e) the Insured when any Vehicle not the property of the Named Insured or provided by him is used in connection with the business of the Named Insured by any person in his employ
- provided that
- (i) the Company shall not be liable for loss of or damage to such Vehicle
 - (ii) there is no other insurance in force to cover such risk
- (f) at the request of the Named Insured the owner of any Vehicle on hire to or leased to the Insured

C. Indemnity to Legal Personal Representatives

In the event of the death of any person entitled to indemnity under this Motor Fleet Section the Company will in respect of the liability incurred by such person indemnify such person's legal personal representatives in the terms of and subject to the limitations which applied to such person

D. Emergency Treatment

The Company will indemnify any person using any Motor Vehicle in connection with which indemnity is provided by this Motor Fleet Section against liability for emergency treatment fees where statutory liability for such treatment arises

E. Avoidance of Certain Terms and Rights of Recovery

Nothing in this Motor Fleet Section or any Endorsement shall affect the right of any person indemnified by this

Motor Fleet Section or of any other person to recover an amount under or by virtue of the provisions of the law of any territory in which the Motor Fleet Section operates relating to the insurance of liability to third parties BUT the Insured shall repay to the Company all sums paid by the Company which the Company would not have been liable to pay but for the provisions of such law

Exceptions to Cover b

The Company shall not be liable except so far as necessary to meet the requirements of the Road Traffic Acts

1. in respect of death injury or damage caused or arising beyond the limits of any carriageway or thoroughfare in connection with the bringing of the load to the Motor Vehicle for loading thereon or the taking away of the load from the Motor Vehicle after unloading therefrom by any person other than the driver or attendant of the Motor Vehicle
2. in respect of death of or bodily injury to any Employee arising out of and in the course of such person's employment by the person claiming to be indemnified under this Motor Fleet Section other than in respect of any passenger excluding the driver or a person in charge of the Motor Vehicle for the purposes of driving whilst travelling in or on or mounting or dismounting from the Motor Vehicle whilst such vehicle is on a road as described in the Road Traffic Act
3. in respect of damage to property belonging to or held in trust by or in the custody or control of the person claiming to be indemnified under this Motor Fleet Section other than damage to any premises (including fixtures and fittings therein) rented or leased to the Named Insured and occupied by him in the course of his Business provided no other insurance applies to such damage
4. in respect of damage to any Motor Vehicle in connection with which indemnity is provided by this Motor Fleet Section
5. in respect of damage to property being conveyed by or loaded onto or unloaded from the Motor Vehicle
6. under Cover clause 1B and 1C of the Cover to indemnify any person
 - (a) unless such person shall observe fulfil and be subject to the terms provisions exceptions and conditions of this Policy in so far as they can apply
- (b) if such person is entitled to indemnity under any other policy
7. to indemnify any person in respect of liability to any passenger not being legally carried or not on a fixed seat in the Vehicle where the Vehicle is one designed primarily for the carriage of passengers
8. in respect of death illness injury or damage directly or indirectly caused by or contributed to by or arising from
 - (a) wrongful delivery or specification of the load of the Vehicle
 - (b) any defect in the load of the vehicle or its package
 - (c) seepage contamination or pollution by any vehicle (and any trailer attached thereto or otherwise incurred by this Policy) or the load thereof
 - (d) application of chemical fertilisers to land or vegetation
 - (e) treatment commodities or services provided or supplied at or from the Vehicle.
9. where the Vehicle is a motorcycle moped tractor or agricultural vehicle to provide indemnity to any passenger under Cover clause 1B of the Cover
10. where the Vehicle is constructed to operate primarily as a tool
 - (a) to provide indemnity arising out of its operation as a tool
 - (b) in respect of damage to any bridge viaduct or weighbridge or to any road or anything beneath by vibration or by the weight of the vehicle or its load
 - (c) to provide indemnity to any passenger under Cover clause 1B of the Cover

2. Loss or damage to the Motor Vehicle by Fire or Theft

The Company will indemnify the Insured against loss of or damage to the Motor Vehicle and its accessories and spare parts while thereon caused by fire or theft or attempted theft

3. Accidental Loss or Damage to the Motor Vehicle

The Company will indemnify the Insured against accidental loss of or Damage to the Motor Vehicle and its accessories and spare parts while thereon

Provisions to Section Cover 2 and 3

1. The Company may at its own option repair, reinstate or replace the Motor Vehicle or any part thereof or its accessories or spare parts or may pay in cash the amount of the loss or damage. If to the knowledge of the Company the Motor Vehicle is the subject of a hire purchase agreement or a leasing agreement, such payment shall be made to the owner described therein whose receipt shall be a full and final discharge to the Company in respect of such loss or damage.
2. The maximum amount payable by the Company for any claim for loss of or damage to the Motor Vehicle and its accessories and spare parts shall be limited to the market value of the Motor Vehicle at the time of loss or damage, not exceeding the Insured's estimate of values as previously declared in writing to the Company.
3. The liability of the Company shall be limited in respect of:
 - (a) any lost or damaged accessory to an amount not exceeding €350
 - (b) any lost or damaged part unobtainable from stock on hand in the Republic of Ireland, the cost of such part shown in the last price list issued by the maker for use in the Republic of Ireland.
4. If the Motor Vehicle is disabled by reason of loss or damage insured under Cover clause 2 or 3 of the Cover, the Company will pay the reasonable cost of:
 - (a) protection and removal to the nearest repairer
 - (b) delivery to the Insured after repair of such loss or damage, not exceeding the reasonable cost of transport to the Address of the Insured.
5. Instructions for the repair, reinstatement or replacement of damage insured under Cover clause 2 or 3 may be given by the Insured without prior reference to the Company.

Provided that

- (a) the terms, exceptions and conditions of this Motor Fleet Section are otherwise complied with
- (b) two competitive repair estimates have been obtained and the repairs proceed in accordance with the lower estimate
- (c) the estimated cost of repair does not exceed the amount shown in the Schedule, inclusive of replacement parts and all other charges

- (d) a completed report of the accident on the Company's form and the two estimates obtained are sent to the Company not later than the day such instructions are given

Exceptions to Covers 2 and 3

The Company shall not be liable for

1. loss of use, depreciation, wear and tear or mechanical or electrical breakdowns, failures or breakages
2. any diminution of market value of the Motor Vehicle under any circumstances
3. damage to tyres by application of brakes or by punctures, cuts or bursts
4. loss of or damage to the Insured Vehicle where possession was obtained by deception, fraud, trick or false pretences
5. loss or damage occasioned by theft or attempted theft or any malicious act to or from a Motor Vehicle as a result of the Motor Vehicle key being in or on the Vehicle whilst the Vehicle is unoccupied
6. loss of or damage to skips, containers, sheets, ropes, toggles or dunnage
7. loss of or damage to the Vehicle resulting from its sinking, toppling or overturning at any site where the Vehicle is located for the purpose of work
8. loss of or damage to radio telephones, their component parts or ancillary equipment
9. loss of or damage to the vehicle arising out of the operation as a tool of such Vehicle or of plant forming part of such Vehicle attached thereto
10. for the amount specified in the Schedule as the cover excess and an additional sum as determined as follows

Age of Driver in charge of Motor Vehicle at the time of the loss or damage

Additional sum for which the Company shall not be liable

17 to 24 years €1,000

25+ yrs but holding a Provisional
Licence or Full Licence less than
12 months €1,000

11. loss or damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds

4. **Windscreen Damage**

The Company will pay the cost of replacement following accidental breakage of the windscreen or any window of the Motor Vehicle and for any scratching of bodywork resulting solely and directly from such breakage

Provided that

- (a) no other damage is sustained
- (b) the Company shall not be liable for more than €650 any one occurrence

The Section Deductible will not apply to this Clause

Exclusions

The Company shall not be liable in respect of

1. any accident injury loss or damage occurring while a Motor Vehicle in connection with which indemnity is provided by this Motor Fleet Section is being
 - (a) used otherwise than in accordance with the Limitations as to Use specified in the effective Certificate of Motor Insurance except to indemnify the Insured only while the Motor Vehicle is in the custody or control of a member of the motor trade for the purpose of its maintenance or repair
 - (b) driven by any person who does not hold a licence to drive such Motor Vehicle unless such person has held and is not disqualified from holding or obtaining such a licence
 - (c) driven by any person who holds a Provisional Driving Licence unless such person observes the prescribed licence conditions attached to the driving of such Motor Vehicle
 - (d) driven by any person other than as described as a person entitled to drive in the Certificate of Motor Insurance except
 - (i) exceptions 1(a) and (b) shall be inoperative if the Motor Vehicle was stolen or taken without the permission of the Insured
 - (ii) exceptions 1(b) and (c) shall be inoperative when a licence to drive is not required by law
2. any liability which attaches by virtue of an agreement but which would not have attached in the Absence of such agreement
3. any accident injury loss or damage (except under Cover clause 1) arising during (unless it be proved by the Insured that the accident injury loss or Damage was not occasioned thereby) or in consequence of riot or civil commotion occurring elsewhere than in the Republic of Ireland.
4. (a) any damage to aircraft or articles therein or death of or Bodily Injury to persons inside boarding or alighting therefrom caused by any Motor Vehicle insured under this Policy
- (b) any consequential loss in connection with any aircraft or airport operation arising out of the presence of any such Motor Vehicle in any area to which any aircraft has access

except so far as is necessary to meet the requirements of the Road Traffic Acts

Extensions

Foreign Use

If the guarantee or deposit is wholly or in part forfeited or taken for the payment of fines or costs in or as the result of any penal proceedings against the Insured and or the person driving the Insured shall repay such amount to the Company on demand

(a) Minimum Indemnity

In respect of the use of a Motor Vehicle the Company will provide the minimum indemnity required to comply with the laws relating to compulsory insurance to motor vehicles

- (i) in any country which is a member of the European Union
- (ii) and in any other country in respect of which the Commission of the European Union is satisfied that arrangements have been made to meet the requirements of Article 7(2) of the European Union Directive on insurance to civil liabilities arising from the use of motor vehicles

(b) Policy Indemnity

Subject to the consent of the Company payment of an additional premium and the issue of a Foreign Use extension notice in respect of the Insured Vehicle the indemnity granted by this Policy shall be operative for the specified period whilst the Motor Vehicle is in or in transit to and from

- (i) any country which is a member of the European Union
- (ii) any other country specified and not deleted

(c) Spain - Guarantee or Deposit (Bail Bond)

If as a direct result of an accident occurring in Spain which is or might be subject to indemnity under this Motor Fleet Section the Insured or any driver of a Motor Vehicle with the Insured's permission at the time of the accident is detained or a Motor Vehicle is impounded by the competent Spanish Authorities and a guarantee or monetary deposit is required for their release the Company will furnish such guarantee or deposit not exceeding €1,000 in all

Immediately the guarantee is released or the deposit becomes recoverable the Insured or the driver shall comply with all necessary formalities and give the Company all such information and assistance as it may require to obtain the cancellation of the guarantee or return of the deposit

Conditions

1. Care of the Insured Vehicle

The Insured must take all reasonable steps to protect the Insured Vehicle from loss or damage and keep it in an efficient and roadworthy condition

Whilst not being driven the Insured Vehicles must be locked at all times and the vehicle keys removed from the ignition. Free access to examine the Insured Vehicle must be granted to the Company at any reasonable time

2. Cancellation the Company's Rights

- (a) The Company may cancel this Motor Fleet Section by sending 7 days' notice by Registered Letter to the Insured's last known address
- (b) When the Certificate of Motor Insurance and Insurance Disc(s) are returned the Company will refund the pro rata portion of the Premium for the unexpired period of insurance
- (c) If there has been a claim during the policy period no refund of premium will be made and all claim notifications will be considered as claims until such time that the claims are settled and liability settled
- (d) Failure to return the Certificate of Motor Insurance and Insurance Disc(s) to the Company will result in the Company sending written notification to the relevant Government Department notifying them of the policy cancellation

3. Cancellation the Insured's Rights

- (a) the Insured may cancel this Motor Fleet Section by giving the Company 7 days' notice in writing
- (b) providing there have been no claims during the current complete year of insurance and the Insured returns the Certificate of Motor Insurance and Insurance Disc(s) to the Company the Company will refund the premium less the Short Period rate for the time the Policy has been in force
- (c) if there has been a claim during the policy period no refund of premium will be made
- (d) all claim notifications will be considered as claims until such time that the claims are settled and liability settled
- (e) Cancellation will be effective only from the date the Company receives the Certificate of Motor Insurance and Insurance Disc(s) and shall be a condition precedent to any return of premium where one is due

4. Total Loss Claims

If the Company pays in respect of any claim under Cover clause 2 or 3 of the Cover on the basis the Insured Vehicle is a total loss no refund of your premium will be given although a replacement vehicle can be substituted if both Cover clause 2 and 3 are indicated by the Schedule as being in force

5. Drink/Drugs Clause

The Company's liability will be restricted to provide only the minimum insurance cover as required by law if as a result of any accident injury loss or damage any person driving is convicted of an offence under Sections 49 or 50 of the Road Traffic Act 1961 or under Sections 13 14 and 15 of the Road Traffic Act 1973 or any equivalent offence under the laws of other countries to which this insurance applies. In respect of a pending prosecution any decision in relation to the cover provided by this policy would be determined when the pending prosecution has been fully determined

6. Laws relating to Compulsory Motor Insurance

Nothing in this Policy shall affect the right of any person to recover an amount under or by virtue of the provisions of the law of any territory in which the Policy operates relating to the insurance of liability to Third Parties but the Named Insured shall repay to the Company any such amount which we would not have been liable to pay but for the provisions of such law

7. Changes to the Law

Any references to Road Traffic Acts or other Acts of the Oireachtas within this Policy shall be deemed to include any Act amending or replacing same and shall also include equivalent legislation in Great Britain and in any other country to which this insurance applies



Travelers Insurance Designated Activity Company

Travelers Insurance DAC is regulated and authorised by the Central Bank of Ireland.

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