

Commercial Combined Policy (Ireland)

Commercial Combined Policy

This **Policy** is designed to provide property and liability covers for businesses and commercial enterprises. Please read this **Policy** together with the **Schedule** to ensure that it meets with the **Insured's** requirements.

This **Policy** only provides insurance in respect of the Sections shown as operative in the **Schedule**.

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Important Information

Allied World

Allied World Assurance Company (Europe) dac is a private company registered in Ireland with its registered office at 3rd Floor Georges Quay Plaza, Georges Quay, Dublin 2, Ireland.

Allied World Assurance Company (Europe) dac is authorised by the Central Bank of Ireland ('CBI').

Other Insurers

Where insurance under this policy is provided by an insurer other than Allied World Assurance Company (Europe) dac the details of that insurer's company registration, authorisation and regulation will be stated in the Schedule.

Notices

Any notices to the **Insurer** or the **Insured** must be sent in writing to the relevant address shown in the **Schedule**.

Interpretation

This document, the **Schedule** and any **Endorsements**, memoranda or specifications are to be read together as one contract. Any word with a defined meaning appears in **bold print** and its definition can be found either within the Section or **Endorsements** containing that word or in the General Definitions.

References to the singular include the plural and vice versa. The masculine includes the feminine and vice versa. A statute, statutory instrument, regulation or order includes any amendment or re-enactment of that statute, statutory instrument, regulation or order.

Observance

The **Insured** and any other persons indemnified by the **Insurer** under this **Policy** must observe the terms of the **Policy** but unless expressly stated to be a warranty or a condition precedent to the **Insurer's** liability no term of this **Policy** will be construed as a warranty or condition precedent.

Complaints Procedure

Allied World Assurance Company (Europe) dac is dedicated to providing all **Insureds** with excellent service and is committed to handling any enquiry or complaint fairly and promptly. If an **Insured** is dissatisfied in any way with this insurance, please contact either the intermediary that arranged this insurance or Allied World Complaints at the following address:

Allied World Assurance Company (Europe) dac
3rd Floor Georges Quay Plaza
Georges Quay
Dublin 2
Ireland

Email: awe.complaints@awac.com

Financial Services and Pensions Ombudsman

If in the opinion of the **Insured** the complaint has not been satisfactorily handled, in certain circumstances it may be possible to refer the complaint to the Financial Services and Pensions Ombudsman. Contact details are set out below:

Financial Services and Pensions Ombudsman
3rd Floor
Lincoln House
Lincoln Place
Dublin 2

Tel: +353 1 567 7000

info@fspo.ie

www.fspo.ie

Compensation

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

Data Protection

Allied World Assurance Company (Europe) dac is committed to compliance with the E.U. General Data Protection Regulation and any applicable implementing or supplementing laws, rules or regulations, and as each may be updated, amended or superseded from time to time. The **Insurer** may collect, use, store, disclose and otherwise process personal data for purposes such as assessing risk and providing insurance, administering a policy and assessing and managing claims. Personal data may be obtained by the **Insurer** directly from the **Insured** or via a third party such as an insurance intermediary. If such personal data is not provided, the **Insurer** may not be able to provide insurance, administer the policy, process a claim or make payments.

The **Insurer's** personal data privacy policy statement contains information on the types of personal data the **Insurer** collects; from where it collects such personal data; the purposes and lawful bases for why it collects such personal data; to whom it discloses or transfers such personal data, such as to related parties or third parties (including outside of the European Economic Area) to, among other things, provide services associated with this **Policy** or to verify information or prevent or detect fraud; and the retention of such personal data. It also contains information on how the **Insured** can exercise its rights, including, under certain circumstances, a right to access the personal data the **Insurer** holds about the **Insured**, to seek rectification or erasure of such data, to restrict or object to the processing of such data, to data portability, to lodge a complaint, or, where processing is based on consent, the right to withdraw consent.

Please see the **Insurer's** personal data privacy policy statement for further information in accordance with applicable laws at <https://www.alliedworldinsurance.com/europe-uk>

A copy may also be requested from, or any personal data privacy queries directed to, dataprotection@awac.com

Commercial Legal Protection Section

Where operative, the insurance provided under the Commercial Legal Protection Section is underwritten by the **Insurer** named in the **Schedule**. Please refer to the Claims Information section of the **Schedule** for relevant contact details and other important information.

General Definitions

Applicable to all Sections other than the COMMERCIAL LEGAL PROTECTION SECTION

The words defined below will have the same meaning wherever they appear in bold letters within the **Policy**, the **Schedule** and **Endorsements**

Buildings means the buildings at the **Premises** and including:

1. landlords' fixtures and fittings
2. outbuildings, extensions, annexes, canopies, fixed signs, gangways, conveniences, lamp posts and street furniture
3. walls, gates and fences
4. drains, sewers, piping, ducting, cables, wires and associated control gear and accessories on the **Premises** and extending to the public mains but only to the extent of the **Insured's** responsibility
5. yards, car-parks, roads, pavements, forecourts all constructed of solid materials
6. windows, fanlights, rooflights, skylights and glazing

Business means as described in the **Schedule** and will include:

1. the ownership repair and maintenance of the **Insured's** own property
2. the provision and management of canteen, social sports and welfare activities for the benefit of the **Insured** or **Employees**
3. the provision and management of first aid, fire, security and ambulance services
4. the performance of private duties carried out by **Employees** with the written consent of the **Insured** for any director, partner or senior official of the **Insured**

Contents means the contents at the **Premises**, the property of the **Insured** or held by the **Insured** in trust for which the **Insured** is responsible including so far as they are not otherwise insured **Employees'**, directors' and visitors' personal effects of every description (other than motor vehicles) for an amount not exceeding €500 in respect of any one person but excluding:

1. **Buildings, Stock, Target Stock, Office Computer Equipment, and Portable Power Tools**
2. **Money**
3. Documents, manuscripts and business books except for the cost of the materials and of clerical labour expended in reproducing such records
4. computer systems records except for an amount not exceeding €10,000 in respect of the cost of the materials and of clerical labour and computer time expended in reproducing such records
5. any expense in connection with the production of the information to be recorded in documents, manuscripts, business books or computer systems records
6. vehicles licensed for road use including accessories thereon

Damage means sudden, accidental and direct physical loss, destruction or damage.

Data means data of any sort whatever, including but without limitation tangible or intangible data, and any programmes or software, bandwidth, cryptographic keys, databases, documents, domain names or network addresses or anything similar, files, interfaces, metadata, platforms, processing capability, storage media, transaction gateways, user credentials, websites, or any information whatever.

Denial of Service Attack means any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability or performance of networks, network services, network connectivity or computer or other equipment or system which processes, stores, transmits or receives **Data** and includes but is not limited to the generation of excess traffic into network addresses, the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks, and the procurement of such actions or instructions by other computers, equipment or system.

Employee means:

1. any person under a contract of service or apprenticeship with the **Insured**
2. whilst working for the **Insured** in the course of the **Business**
 - a. any labour master or labour only sub-contractor or person supplied by any of them
 - b. any self-employed person
 - c. any person under a contract of service or apprenticeship with another employer and who is hired to or borrowed by the **Insured**
 - d. a prospective employee who is undergoing practical work experience or any person participating in any Government or otherwise authorised work experience, training study exchange or similar scheme
 - e. any person who is an outworker or home worker
 - f. any person who is a voluntary helper

Endorsement means an additional contractual term of this **Policy** agreed in writing between the **Insurer** and the **Insured** and incorporated by reference in the **Schedule**

Excess means the first amount for which the **Insured** is responsible as specified in the **Schedule**

Goods means goods belonging to the **Insured** or for which the **Insured** is responsible all pertaining to the **Business**

Hacking means unauthorised access to any computer or other equipment or component or system or item which processes, stores, transmits or retrieves data

Injury means accidental: death; bodily injury, illness or disease; any psychiatric injury that results from accidental bodily injury, illness or disease

In Transit means being carried from the time the **Goods** are lifted to the time they are unloaded at their destination including:

1. loading and unloading
2. the use of recognised 'roll-on roll-off' vehicle ferries provided no unloading or re-loading of the **Vehicle** is involved
3. whilst temporarily housed on or off the **Vehicle** in the course of the said carriage but excluding any dismantling, installation, erection or testing

Insured means the person or persons or corporate body named in the **Schedule**

Insurer means the entity named as "Insurer" in the **Schedule**. Where any Section of this **Policy** is provided by more than one insurer as listed in the **Schedule**, use of "the **Insurer**" in the singular refers to all subscribing insurers of that Section

Limit of Indemnity means the applicable limit, including any sub-limit or inner-limit, of the **Insurer's** maximum liability for any relevant claim under the **Policy**, as shown in the **Schedule** or stated in this document

Limit of Liability means the applicable limit, including any sub-limit or inner-limit, of the **Insurer's** maximum liability for any relevant claim under the **Policy**, as shown in the **Schedule** or stated in this document

Machinery Breakdown means unforeseen, sudden, accidental and direct physical loss or destruction of, or physical damage to, any machinery or plant belonging to the **Insured** or held in trust and for which the **Insured** is responsible at the **Premises**, while in ordinary use caused by:

1. actual failure, breaking, distortion or burning out of any part of the machinery or plant arising from:
 - a. mechanical or electrical defects in the machinery or plant; or
 - b. failure or fluctuation of power supply; or
 - c. operator error or omission other than failure to maintain; or,
2. fracturing of any part of the machinery or plant by frost which renders the item inoperative

Machinery Breakdown also includes the resultant loss of coolant, lubricant, insulant, refrigerant or brine

Money means coin, bank and currency notes, postal and money orders, bankers' drafts, cheques, giro cheques, crossed warrants, bills of exchange, securities for money, postage revenue, national insurance and holiday with pay stamps, stamped national insurance and holiday with pay cards, national savings stamps or certificates, war bonds, premium savings bonds, franking machine impressions other than unused units in postage stamp franking machines, credit company sales vouchers, luncheon vouchers, trading stamps and VAT invoices, phone cards, which is the property of the **Insured** or for which the **Insured** is responsible in the course of the **Business**

Office Computer Equipment means office computer equipment at the **Premises** the property of the **Insured** or held by the **Insured** on trust for which the **Insured** is responsible including media and peripherals used in connection with such equipment

Offshore means from the moment in time that an **Employee** embarks onto any conveyance at the point of final departure on land to any offshore installation until the moment in time that an **Employee** disembarks from any conveyance onto land upon their return from any offshore installation

Perils means the operative perils specified in the **Schedule**, as more fully detailed within the Property Insurance part of this **Policy**.

Period of Insurance means the period stated in the **Schedule**

Personal Effects means personal belongings of the **Insured's** drivers or attendants, excluding **Money**, credit cards, car audio equipment, televisions or jewellery

Phishing means any access or attempted access to **Data** or information made by means of misrepresentation or deception

Policy means this insurance policy wording document, the **Schedule** and any **Endorsements**, memoranda or specifications relating to this policy

Pollution or Contamination means:

1. all pollution or contamination of buildings or other structures or of water or land or the atmosphere and
2. all loss or damage or injury directly or indirectly caused by such pollution or contamination

Portable Power Tools means portable power tools at the **Premises** for use solely by the **Insured**, the property of the **Insured** or held by the **Insured** in trust, for which the **Insured** is responsible

Premises means the premises declared to and accepted by the **Insurer** that are used by the **Insured** for the purpose of the **Business** and stated in the **Schedule**

Premium means the amount stated in the **Schedule**, payable by the **Insured** to the **Insurer**

Professional Business means the professional business specified in the **Schedule**

Property Insured means the relevant property described in the **Schedule**

Rent means **Rent Payable** or **Rent Receivable**

Rent Payable means periodic payments made by the **Insured** for the lease of **Premises** not belonging to the **Insured**

Rent Receivable shall mean the amount of rent received or receivable from, and payments for services provided in respect of, the letting of the **Premises**

Schedule means the schedule attached to this document that forms part of this **Policy**

Stock means stock and materials in trade excluding **Target Stock** and **Stock In The Open** at the **Premises** described in the **Schedule** the property of the **Insured** or held by the **Insured** in trust for which the **Insured** is responsible

Stock In The Open means stock and materials in trade stored in the open at the **Premises** described in the **Schedule** excluding **Target Stock** the property of the **Insured** or held by the **Insured** in trust for which the **Insured** is responsible

Sum Insured means the relevant sum as specified in the **Schedule**

Target Stock means stock and materials in trade at the **Premises** described in the **Schedule** comprising cigarettes, cigars and tobacco, audio visual equipment, computer equipment, computer games, mobile phones and radios, photographic equipment and binoculars, non-ferrous metals, jewellery (including precious metals and stones), wines, fortified wines and spirits

Tenants Improvements means tenants improvements and alterations to the **Premises**

Territorial Limits means anywhere in the Republic of Ireland

Terrorism means any action that:

1. involves a violent act or the unlawful use of force or an unlawful act dangerous to human life, tangible or intangible property, or infrastructure, or a threat thereof; and
2. appears to be intended to:
 - a. intimidate or coerce a civilian population; or
 - b. disrupt any segment of the economy of a government *de jure* or *de facto* state or country; or
 - c. overthrow influence or affect the conduct or policy of any government *de jure* or *de facto* by intimidation or coercion; or
 - d. affect the conduct of a government *de jure* or *de facto* by mass destruction, assassination, kidnapping or hostage-taking.

Unoccupied means empty, disused, unfurnished or no longer in active use by the **Insured** or any of the **Insured's** tenants

Vehicle means a mechanically driven conveyance including trailers whether attached or temporarily detached from such vehicle whilst **In Transit**

Virus or Similar Mechanism means programme code programming instruction or any set of instructions constructed with the purpose and ability, or purposely used, to damage, interfere with, or otherwise adversely affect, infiltrate or monitor, computer programmes, **Data** files or operations whether involving self-replication or not, including but not

limited to Trojan horses, worms and logic bombs, and the exploitation of bugs or vulnerabilities in a computer programme to damage, interfere with, adversely affect, infiltrate or monitor as above.

General Conditions

Applicable to all Sections unless otherwise stated

Alteration in Material Facts (not applicable to Property Insurance)

After commencement of the **Policy** the **Insured** must give immediate notice to the **Insurer** of any alteration of fact or circumstance that materially alters the risk insured under this **Policy** including but not limited to any material change in the nature of or cessation of the **Business** or **Professional Business**; until the **Insurer** is advised of that alteration or circumstance and has expressly agreed in writing to accept liability for that altered risk, and the **Insured** has paid or agreed to pay the additional **Premium** (if any), the **Insurer** will not be liable to indemnify the **Insured** in respect of any loss due wholly or partially to that alteration or circumstance.

Arbitration

In the event of a dispute arising out of:

1. the interpretation of the **Policy**, including any question regarding compliance with its terms, its existence, validity or termination; or
2. the quantification of any amount payable under the **Policy**;

the dispute will be determined by arbitration in Dublin, Ireland, under the Arbitration Act 2010 (or any statutory modifications or amendments thereto). The arbitration tribunal will consist of a single arbitrator appointed by agreement between the parties. If the parties do not agree within thirty (30) days of a written request for arbitration made by any party, the arbitrator will be appointed by the Chairman of the Chartered Institute of Arbitrators (Irish branch) upon the application of any party. The language of the arbitration will be English.

Assignment

This **Policy** and any rights under it cannot be assigned without the prior written consent of the **Insurer**.

Authorisation

The **Insured** will act on behalf of any person forming part of the **Insured** for:

Notification of any claim, loss, or circumstance;

1. Any other notifications required under this **Policy**;
2. Payment of **Premium**, including additional premium, or the receipt of returned **Premium**;
3. Negotiation and agreement of any **Endorsement** to this **Policy**;
4. Requests, and any subsequent agreement, of any extended notification period.

Cancellation

The **Insurer** may cancel this **Policy** during the **Period of Insurance** by giving 14 days' notice in writing. On cancellation by the **Insurer** the **Insured** will be entitled, subject to the application of the Premium Payment Condition and the Premium Adjustment and Audit Condition, to a pro rata return of **Premium** equal to the number of days unexpired of the **Period of Insurance** but subject to a minimum retention of 15% of the **Premium**, provided that no claim under the **Policy** has been paid or is outstanding (including the notification of any claim, circumstance or loss).

Coinsurance

Where this **Policy** is provided by the **Insurer** and co-insurers, as named in the **Schedule** (and notwithstanding the use of 'the **Insurer**' in this **Policy**), the legal obligations of each insurer are several and not joint and are limited solely to the extent of that insurer's proportion of risk as shown in the **Schedule**.

Excess

The cover provided under each Section of the **Policy** will be subject to the **Excess** for which the **Insured**, and not the **Insurer**, is liable. The **Insurer** may pay all or part of the **Excess** in respect of the settlement of any claim under this **Policy** and seek reimbursement from the **Insured**. If it does so, the amount of **Excess** paid by the **Insurer** must be reimbursed by the **Insured** at the **Insurer's** request.

Fraudulent Claims

If under this **Policy** an **Insured** or anyone acting for an **Insured**:

1. knowingly makes a fraudulent or an exaggerated claim under this **Policy**; or
2. knowingly makes a false statement in support of a claim under this **Policy** or submits false or forged document in support of such claim; or
3. makes a claim under this **Policy** caused by or in connection with the **Insured's** wilful misconduct or caused or in connection with the **Insured's** agreement, knowledge or collusion; or
4. otherwise knowingly provides untrue or misleading information to the **Insurer** or those acting for the **Insurer**, whether or not such information is material to the **Insured's** right to recover under this **Policy**;

the **Insurer** will refuse to pay such claim or any other claim under this **Policy** thereafter and will terminate this **Policy** without any refund of **Premium**.

If any of the acts or omissions set out in clauses 1) to 4) of this condition are committed by or on behalf of one **Insured** and not by or on behalf of any other **Insured**, this condition should be read as applying only to the first **Insured's** claim and references to "this **Policy**" should be read as references to the cover effected for the first **Insured** alone and not to the **Policy** as a whole.

Law and Jurisdiction

Any dispute concerning the interpretation or application of the **Policy** is to be subject to, and will be construed in accordance with, the law of the Republic of Ireland; the parties further agree, subject first to the Arbitration condition, to submit to the exclusive jurisdiction of any competent court within the Republic of Ireland and to comply with all requirements necessary to give that court jurisdiction.

Legal Representatives

In the event of the death of the **Insured** the **Insurer** will indemnify the **Insured's** estate, heirs or legal personal representatives in respect of liability previously incurred by that **Insured** that they would otherwise have been entitled to an indemnity under the **Policy**, provided that the estate, heirs or legal personal representatives observe, fulfil and be subject to the terms, conditions and limitations of the **Policy** in so far as they can apply.

Minimum and Deposit Premium

Where the **Insurer** agrees to offer terms on a minimum and deposit premium basis the minimum premium payable will always be 100%.

Notification

Sections of the **Policy** contain terms relating to the **Insured's** obligation to notify the **Insurer** of matters for which the **Insured** may wish to seek an indemnity for under that Section. The **Insured** is required to carefully read and comply with such terms as appropriate. Failure to comply with the terms and conditions of this **Policy** may affect the **Insured's** entitlement to indemnity under the **Policy**.

Other Insurance

If any:

1. **Damage to Property Insured**, or
2. business interruption or interference, increased costs of working or loss of rent; or
3. legal costs and expenses or liabilities to third parties covered by this **Policy** is also covered in whole or in part by any other insurance (or would be so covered save for the existence of this **Policy**) then:
 - a. In respect of **Damage to Property Insured**, the liability of the **Insurer** under this **Policy** will be limited to their rateable proportion of that **Damage**. If that other insurance is subject to any condition of Average, this **Policy** if not already subject to any such condition of Average, will be subject to Average in like manner. If that other insurance is subject to any provision that prevents it from ranking concurrently with this **Policy**, either in whole or in part, or from contributing a rateable proportion, the liability of the **Insurer** under this **Policy** will be limited to that proportion of the **Damage** which the **Sum Insured** under this **Policy** bears to the value of the **Property Insured**
 - b. In respect of business interruption or interference, increased costs of working or loss of rent the liability of the **Insurer** under this **Policy** will be limited to their rateable proportion of such loss;
 - c. In respect of legal costs and expenses or liabilities to third parties, the **Insurer's** liability will apply in excess of and not in contribution with that other insurance.

Personal Injuries Assessment Board

The **Insurer** will not be liable under this **Policy** in respect of any claim unless the **Insured** fully cooperates with the **Insurer** so that all obligations of the **Insured** pursuant to the provisions of the Personal Injuries Assessment Board Act 2003, the Personal Injuries Assessment Board (Amendment) Act 2003 and the Civil Liability and Courts Act 2004 are complied with in respect of such claim.

All notices and communications received from the Personal Injuries Assessment Board in respect of the bringing of any claim, assessment of any claim or the acceptance or rejection of any assessment of any claim must be immediately sent to the **Insurer**.

Premium Adjustment and Audit

Where any part of the **Premium** is based on estimates furnished by the **Insured**, the **Insured** must:

1. keep an accurate record containing all relevant particulars,
2. allow the **Insurer** to inspect those records,
3. supply those records as the **Insurer** may require within thirty (30) days from the expiry of the **Period of Insurance**;
4. supply an auditor's certificate in support of those records if so requested by the **Insurer**

Based on those records, the **Premium** will be adjusted by the **Insurer**, subject to any minimum that may apply. If the **Insured** fails to supply the records within the period stated above, the **Insurer** reserves the right to make an estimate of the records and adjust the **Premium** accordingly.

Premium Payment

The **Insurer** must receive the **Premium** due under this **Policy** within 30 days of the commencement of the **Period of Insurance** and in default of such payment this **Policy** is voidable.

Reasonable Precautions

The **Insurer's** liability to indemnify will only arise if the **Insured**:

1. takes all reasonable precautions to avoid or diminish any liability or loss which may give rise to or has given rise to a claim under this **Policy**
2. takes all reasonable precautions to prevent accidents or any activity that might give rise to a liability to a third party
3. takes all reasonable steps to comply with all applicable national or local laws, requirements and regulations
4. exercises due care in the selection and supervision of **Employees**

Renewal

This **Policy** or any Section of it will not automatically renew and unless an offer to renew is accepted, this **Policy** or any relevant Section will expire at the end of the **Period of Insurance** without notice.

Rights of Third Parties

Other than where expressly provided for within the **Policy**, a person or company who is not a party to this **Policy** has no right to enforce any term of this **Policy**.

Severability

In the event that any portion or Section of the **Policy** is found to be invalid or unenforceable, the remainder will remain in full force and effect.

Statutory Regulations

The **Insurer's** liability to pay any claim under this **Policy** relating to any pressure vessel or other machinery or apparatus (or its contents) belonging to or under the control of the **Insured**, which requires inspection or test under any statute or order or regulation, will not accrue unless that pressure vessel or other machinery or apparatus vessel, has been appropriately and satisfactorily inspected or tested and the **Insured** can demonstrate that it has implemented any actions thereby required.

Subrogation

Any claimant under this **Policy** must at the request and at the expense of the **Insurer** do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by the **Insurer** for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which the **Insurer** is, or would become, entitled or subrogated upon its paying for or making good any loss under this **Policy** whether such acts and things are or become necessary or required before or after his indemnification by the **Insurer**.

Survey

It is a condition of cover that the **Insured** will facilitate any request by the **Insurer** or its representatives to survey any property owned by or in the custody or control of the **Insured** no later than thirty (30) days from the date of first request, unless specifically agreed otherwise by the **Insurer**. The **Insurer** reserves the right to amend, suspend, cancel or

non-renew cover in the event that the Insured does not cooperate with the **Insurer** in facilitating a survey or the implementation of risk improvement requirements arising out of any surveys conducted by or on behalf of the **Insurer**.

Taxes

Taxes, levies and other relevant fiscal charges are payable by the **Insured** in addition to the **Premium**.

The appropriate Stamp Duty has been or will be paid by the **Insurer** to the Revenue Commissioners in accordance with the provisions of Section 5 of the Stamp Duties Consolidation Act, 1999, as amended.

In accordance with Section 93 of the Insurance Act 1936, it is understood and agreed that all monies which become or may become due and payable by the **Insurer** under this **Policy** shall be payable and paid in Ireland (the Republic of Ireland).

General Exclusions

Applicable to all Sections unless stated otherwise

Asbestos Exposures

This **Policy** does not cover any loss, cost or expense or liability directly or indirectly arising out of, resulting as a consequence of, or related to the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use of or exposure to asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss.

Fines and Penalties

This **Policy** excludes any liability for taxes, fines or penalties, punitive, aggravated, multiple, liquidated, exemplary or other non-compensatory damages or the consequences of non-payment or any additional damages or any claim for indemnity deemed uninsurable by law.

Radioactive and Nuclear Hazards

This **Policy** does not cover

1. **Damage** to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss; or
2. Any liability of whatsoever nature;

in either case, directly or indirectly caused by or contributed to by or arising from:

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

but as far as concerns **Injury** to any **Employee** which arises out of and in the course of his employment or engagement by the **Insured** this exception will apply only in respect of

1. liability of any principal
2. liability assumed by the **Insured** by agreement and which would not have attached in the absence of such agreement.

Sanctions

The **Insurer** shall not be deemed to provide cover nor be liable to pay any claim or provide any benefit under this **Policy** to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the **Insurer** 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.

Terrorism

This **Policy** excludes **Damage**, liability, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with

1. **Terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss
2. any action taken in controlling preventing suppressing or in any way relating to **Terrorism**

If the **Insurer** alleges that by reason of this exclusion any **Damage** cost or expense is not covered by this **Policy** the burden of proving the contrary will be upon the **Insured**. In the event that any portion of this exclusion is found to be invalid or unenforceable the remainder will remain in full force and effect.

War and Civil War

This **Policy** does not cover **Damage** or legal liability directly or indirectly occasioned by happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or **Damage** to property by or under the order of any government or public or local authority.

Property Insurance

PERILS APPLICABLE

The following **Perils** are only applicable if indicated in the **Schedule** to be operative

1. Fire

- a. Fire but excluding **Damage** caused by
 - i. **Property Insured** undergoing any heating process or any process involving the application of heat but this shall not exclude subsequent **Damage** by fire to other **Property Insured** resulting therefrom
 - ii. earthquake or subterranean fire
- b. Explosion of gas or boilers used for domestic purposes only
- c. Lightning

2. Theft

Theft or attempted theft involving breaking into or out of the **Buildings** by forcible and violent means or robbery or attempted robbery committed in the **Premises** including any directly resulting **Damage** to the **Buildings** falling to be borne by the **Insured** but excluding any **Damage**

- a. to or from any outbuilding or other **Property Insured** in the open
- b. contributed to or caused by any person lawfully on the **Premises**
- c. caused by or consisting of theft of the fabric of the Buildings
- d. to **Money** and stamps (including National Insurance stamps) bonds and securities

3. Explosion

4. Aircraft: Aircraft or other aerial devices or articles dropped therefrom

5. Riot and Malicious Persons

Riot civil commotion strikers locked-out workers or persons taking part in labour disturbances or malicious persons, excluding **Damage**

- a. arising from confiscation, requisition or destruction by order of the government or any public authority
- b. arising from cessation of work
- c. caused by theft or attempted theft
- d. caused by malicious persons (not acting on behalf of or in connection with any political organisation)

6. Earthquake

Earthquake including:

- a. **Damage** consequent upon such earthquake but only if caused directly by that earthquake.
- b. volcanic eruption, which includes explosion or effusion, and any subsequent **Damage** but only if caused directly by that volcanic eruption

7. Subterranean Fire

8. Storm and Flood

Storm or flood excluding **Damage**

- a. attributable solely to a change in the water table level
- b. caused by frost subsidence ground heave or landslip
- c. any fences, gates, or other **Property Insured** in the open

9. Escape of Water: Escape of water from any tank apparatus or pipe excluding **Damage** caused by water discharged or leaking from any automatic sprinkler installation

10. Impact

Impact by any mechanically propelled vehicle or by articles falling therefrom

11. Subsidence

Subsidence or ground heave or landslip excluding **Damage**

- a. caused by or consisting of
 - i. the normal settlement or bedding down of new structures
 - ii. the settlement or movement of made-up ground
 - iii. coastal or river erosion
 - iv. defective design or workmanship or the use of defective materials
 - v. fire subterranean fire explosion earthquake or the escape of water from any tank apparatus or pipe
- b. resulting from
 - i. **Damage** which originated prior to the inception of the **Period of Insurance**
 - ii. demolition construction structural alteration or repair of any **Property Insured**
 - iii. groundworks or excavation at the same **Premises**

12. Accidental Damage

Damage excluding

- a. **Damage** by
 - i. any of the **Perils** (1) to (11) inclusive and (13)
 - ii. any of the causes expressly excluded from such **Perils**
- b. **Damage** caused by
 - i. joint leakage failure of welds cracking fracturing collapse or overheating of boilers economisers superheaters pressure vessels of any range of steam and feed piping
 - ii. **Machinery Breakdown** in respect of the particular machinery or plant in which such breakdown originates

but this will not exclude

- i. such **Damage** which itself results from other **Damage** and is not otherwise excluded
 - ii. subsequent **Damage** which itself results from a cause not otherwise excluded
- c. **Damage** caused by
 - i. **Pollution or Contamination**
 - ii. acts of fraud or dishonesty
 - iii. disappearance unexplained or inventory shortage misfiling or misplacing of information
- d. **Damage** to
 - i. fences, gates, or other **Property Insured** in the open by wind rain hail sleet snow flood or dust
 - ii. **Property Insured** resulting from its undergoing any process of production packing treatment testing commissioning service or repair
 - iii. **Property Insured** in transit
 - iv. **Money** and securities of any description
 - v. vehicles licensed for road use (including accessories thereon) caravans trailers railway locomotives rolling stock or aircraft
 - vi. **Property Insured** or structures in the course of construction or erection and materials or supplies in connection with all such property in the course of construction or erection
- e. loss by delay loss of market consequential loss of any and every description other than provided under the Business Interruption Section

13. Sprinkler Leakage

Accidental escape of water from any automatic sprinkler installation in the **Premises** excluding **Damage** caused by explosion, earthquake, subterranean fire, or heat caused by fire.

Property Insurance

PROPERTY INSURANCE – CONDITIONS

Alteration in Material Facts

This **Policy** will be terminated by the **Insurer** with respect to any of the **Property Insured** regarding which there is any alteration after the commencement of the **Period of Insurance**:

1. By removal; or
2. Whereby the interest of the **Insured** ceases except by will or operation of law; or
3. Whereby the risk of **Damage** is increased providing that if the increase could not reasonably have been known to the **Insured** or the increase is beyond its control this **Policy** will continue, subject to the **Insured**:
 - a. notifying the **Insurer** of the increase of risk within fourteen (14) days of it becoming aware of the increase; and
 - b. the **Insured** will pay additional premiums promptly to the **Insurer**, such amount to be calculated at the **Insurer's** discretion unless otherwise agreed by the **Insurer** in writing, but excepting that workmen are allowed in and about the **Premises** for the purpose of carrying out minor alteration, decoration, repairs, general maintenance or the like.

Unless otherwise agreed by the **Insurer** in writing.

Claims Procedures

The following are conditions of the **Insurer's** liability under each Property Insurance Section:

In the event of **Damage** in respect of which a claim is or may be made under this **Policy** (including, without limitation, where a claim may fall within any **Excess** under the **Policy**)) the **Insured** must:

- a. notify the **Insurer** as soon as reasonably practicable but, in any event, within twenty eight (28) days of occurrence of such **Damage**; and
- b. notify the police immediately if it becomes evident that any **Damage** has been caused by malicious persons or thieves; and
- c. carry out and permit to be taken any action which may be reasonably practicable to prevent further **Damage**; and
- d. deliver to the **Insurer** at the **Insured's** expense and within thirty (30) days after such **Damage** seven (7) days in the case of **Damage** caused by riot, civil commotion, strikers, locked-out workers or persons taking part in labour disturbances or malicious persons) or such further time as the **Insurer** may allow:
 - i. full information in writing of the **Damage**; and
 - ii. details of any other insurance on any property hereby insured; and
 - iii. all such proofs and information relating to the claim as may reasonably be required; and
 - iv. if demanded, a statutory declaration of the truth of the claim and of any matters connected with it.

Reasonable Precautions

The **Insurer's** liability to indemnify under any Property Insurance Section will only arise if the **Insured** takes all reasonable precautions to prevent **Damage** to the **Property Insured**, including:

1. carrying out appropriate maintenance and repair of all **Premises, Buildings**, plant, works, and machinery; and

2. remedying or making good any defect or hazard that might become manifest in any **Premises, Buildings**, plant, works or machinery
3. exercising due care in the selection and supervision of **Employees**
4. taking all reasonable precautions for the safeguarding and protection of the **Property Insured**
5. maintaining in good order all **Vehicles** operated and all locking and other protective devices.

PROPERTY INSURANCE – EXCLUSIONS

Applicable to every Property Insurance Section unless otherwise indicated

No Section covers:

Cyber Related Risk

Damage or loss resulting from interruption of or interference with the **Business** or any other loss or expenditure caused by or consisting of the compromise in confidentiality, availability, functionality, or integrity of electronic data or information, or digital services, arising out of the use of any information and communication technology (ICT) network or system, including the internet and telecommunication networks (including the inability to use such ICT network or system due to its inoperability or malfunction); but this will not exclude such **Damage** or loss resulting from interruption of or interference with the **Business**, caused by fire or explosion directly resulting from an error or omission by the **Insured's** employee during the use of such ICT (other than failure to maintain).

Disease Outright Exclusion

Loss of any kind caused by or attributable to any virus, bacterium, parasite, microorganism, or any other pathogenic substance or agent of any type, nature or description ('Excluded Items'), that causes or is capable of causing physical distress, illness or disease. This exclusion applies to any loss incurred in investigating, testing, monitoring, abating, removing (or similar) any of the Excluded Items, or cleaning, detoxifying, disinfecting, decontaminating (or similar) the **Insured's Premises** of any of the Excluded Items.

Miscellaneous

Damage or loss caused by or consisting of:

1. inherent vice, latent defect, gradual deterioration, wear and tear or frost in the **Property Insured**; or
2. faulty or defective design, materials, workmanship or construction in the **Property Insured**; or
3. change in water table level; or
4. faulty or defective workmanship, operational error or omission, on the part of the Insured or any of its employees or connected with the correction of defects in design or content of any computer records or programme and any costs and expenses associated therewith; or
5. corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin or insects; or
6. change in temperature, colour, flavour, texture or finish; or
7. collapse or cracking of a building or structure; or
8. the bursting by steam pressure of a boiler, economiser, vessel, machine or apparatus in which internal pressure is due to steam only and belonging to or under the control of the Insured other than:
 - a. a boiler used for domestic purposes only; or
 - b. in respect of the Business Interruption Section, any boiler or economiser on the **Premises**

but no Section covers subsequent **Damage** or loss that itself results from a cause not otherwise excluded.

Damage or loss consisting of:

1. joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters and pressure vessels of any range of steam and feed piping in connection with them;
2. mechanical or electrical breakdown or derangement, including short-circuiting, of the particular machine, apparatus or equipment in which that breakdown or derangement originates;

but does cover:

1. this **Damage** or loss when resulting from a cause not otherwise excluded; or
2. subsequent **Damage** or loss that itself results from a cause not otherwise excluded.

Damage or loss caused by or arising from impact to any property by any waterborne vessel or craft.

Property which at the time of **Damage** is insured, or would but for the existence of this **Policy** be insured, by any marine policy.

Damage to overhead transmission and distribution lines and ancillary or supporting structures owned by the **Insured** or for which the **Insured** is responsible more than five hundred (500) feet from any **Premises** or loss arising out of that **Damage**.

Pollution or Contamination

1. **Damage** caused by **Pollution or Contamination** but this shall not exclude destruction of or **Damage** to the **Property Insured** not otherwise excluded caused by
 - a. **Pollution or Contamination** which itself results from a **Peril** hereby insured against
 - b. any **Peril** hereby insured against which itself results from **Pollution or Contamination**
2. Loss resulting from **Pollution or Contamination** but this will not exclude loss resulting from property used by the **Insured** at the **Premises** for the purpose of the **Business** being lost, destroyed or damaged by
 - a. **Pollution or Contamination**, which itself results from a **Peril** hereby insured against
 - b. any **Peril** hereby insured against, which itself results from **Pollution or Contamination**

Sonic Bangs

Damage directly caused by, or loss resulting from, pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

Property Damage Section

PROPERTY DAMAGE – INSURING AGREEMENT

In the event of **Damage** to **Property Insured** by any of the **Perils** during the **Period of Insurance** the **Insurer** will pay to the **Insured** the value of the **Property Insured** at the time of **Damage** or at the **Insurer's** option reinstate or replace such **Property Insured** or any part of it

Provided that the liability of the **Insurer** under this Property Damage Section will not exceed

1. in the whole the total **Sum Insured** or in respect of any item its **Sum Insured** or any other **Limit of Indemnity** at the time of the **Damage**
2. the **Sum Insured** (or **Limit of Indemnity**) remaining after deduction for any other **Damage** occurring during the same **Period of Insurance** unless the **Insurer** has agreed to reinstate any such **Sum Insured** (or **Limit of Indemnity**)

PROPERTY DAMAGE – CLAUSES

Architects' Surveyors' Legal and Consulting Engineers' Fees

The insurance by each item of **Buildings** or **Contents** includes an amount in respect of architects', surveyors', legal and consulting engineers' fees necessarily and reasonably incurred in the reinstatement or repair of **Property Insured** consequent upon its **Damage** but not for preparing any claim under this **Policy** it being understood that the amount payable under the item will not exceed in total its **Sum Insured**.

Automatic Reinstatement

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

Contract Price

In respect only of **Goods** sold but not delivered for which the **Insured** is responsible subject to a sale contract which, following **Damage** insured hereby, is cancelled by reason of its conditions wholly or to the extent of the **Damage**, the liability of the **Insurer** will be based on the contract price.

Customers' Goods

The **Insured** having intimated to their customers that they will accept responsibility for **Damage** to **Goods** the property of such customers or for which the said customer may be legally responsible whether manufactured by the **Insured** or not upon which work is to be, is being or has been done on behalf of customers by the **Insured** or which may be left in the **Insured's** custody it is hereby declared and agreed that all such **Goods** will be held to be insured by the item on the **Schedule** relating to **Stock** except in so far as they may be more specifically insured elsewhere.

Designation

Subject to the Customers' Goods clause above, for the purpose of determining where necessary the heading under which any property is insured the **Insurer** agrees to accept the designation under which such property has been entered in the **Insured's** books.

Interests of Others

The **Insurer** notes the interests of mortgagees, freeholders, leaseholders of land and other parties with interests in other property that is hired, leased or licensed to the Insured and is either **Premises** or **Property Insured**. The precise nature and extent of any such interest must be disclosed to the **Insurer** in the event of **Damage** to such property.

Non-Invalidation

The insurance by this Property Damage Section will 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 **Insured** provided that the **Insured** immediately they become aware thereof will give notice to the **Insurer** and pay an additional premium if required.

Removal of Debris

The insurance by all items of this Property Damage Section, except those applying wholly or in part to **Stock** if insured, includes reasonable costs and expenses necessarily incurred by the **Insured** with the consent of the **Insurer** in

1. removing debris from
2. dismantling and/or demolishing
3. shoring up or propping
4. boarding up

the portion of the **Property Insured** lost, damaged or destroyed by any **Peril** hereby insured against.

The liability of the **Insurer** under this Property Damage Section in respect of any item will in no case exceed the **Sum Insured** thereby

The **Insurer** will not pay for any costs or expenses incurred in removing debris except from the site of such **Property Insured** and the surface of the area immediately adjacent to such site.

Rent

Any insurance on **Rent Receivable** and **Rent Payable** applies only if (any of) the said building or any part thereof is unfit for occupation in consequence of its **Damage** by a **Peril** insured under this **Policy** and then the amount payable will not exceed such proportion of the **Sum Insured** on such **Rent Receivable** and **Rent Payable** as the period necessary for reinstatement bears to the term of the insured **Rent Receivable** and **Rent Payable**.

Special Conditions

1. For the purposes of any **Condition of Average (Underinsurance)** rebuilding costs will be exclusive of Value Added Tax
2. The liability of the **Insurer** may exceed the **Sum Insured** by an item or in the whole the total **Sum Insured** where such excess is solely in respect of Value Added Tax.
3. All the terms and conditions of this **Policy** except in so far as they are varied hereby will apply as if they had been incorporated herein.

Stock Debris Removal Costs

Any insurance on 'Stock Debris Removal Costs' applies only in respect of reasonable costs and expenses necessarily incurred by the **Insured** with the consent of the **Insurer** in removing debris of the portion of the **Stock** lost, damaged or destroyed by any **Peril** hereby insured against.

The **Insurer** will not pay for any costs or expenses incurred in removing debris except from the site of such **Property Insured** and the surface of the area immediately adjacent to such site.

Subrogation Waiver

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

1. any company standing in the relation of parent to subsidiary or subsidiary to parent to the **Insured** as defined in the Companies Act or Companies (N.I.) Order as appropriate current at the time of the **Damage**
2. any company which is a subsidiary of a parent company of which the **Insured** are themselves a Subsidiary in each case within the meaning of the Companies Act or Companies (N.I.) Order as appropriate current at the time of the **Damage**
3. any tenant or lessee in respect of **Damage** to that part of the **Premises** in the demise of that tenant or lessee or to those parts of the **Premises** in which all the tenants have a common interest where the **Premium** has been paid by the tenant or lessee unless such **Damage** arises out of a criminal or malicious act of the tenant or lessee

Value Added Tax

The insurance by each item on **Buildings** includes Value Added Tax paid by the **Insured** which is not subsequently recoverable provided that

1. the **Insured's** liability for such tax arises solely as a result of the reinstatement or repair of the **Buildings** to which such items relate following **Damage**
2. the **Insurer** has paid or has agreed to pay for such **Damage**
3. if any payment made by the **Insurer** in respect of the reinstatement or repair of such **Damage** is less than the actual cost of the reinstatement or repair any payment under this clause resulting from that **Damage** will be reduced in like proportion
4. where a **Building** has not been registered for Value Added Tax the **Sum Insured** will include an appropriate allowance for Value Added Tax
5. the **Insured's** liability for such tax does not arise from the replacement building having greater floor area than or being better or more extensive than the destroyed or damaged **Building**
6. where an option to reinstate on another site is exercised the **Insurer's** liability under this clause will not exceed the amount of tax that would have been payable had the building been rebuilt on its original site
7. the **Insurer's** liability under this clause will not include amounts payable by the **Insured** as penalties or interest for non-payment or late payment of tax

Workmen

Workmen are allowed to work in the **Buildings** for the purposes of effecting any repairs minor additions and alterations or decorations without prejudice to this insurance.

PROPERTY DAMAGE - EXTENSIONS

Adaptation (Energy Performance and Sustainable Buildings and Debris Recycling)

The insurance in respect of Buildings extends to include:

1. the reasonable additional cost of reinstatement incurred with the Insurer's prior written consent to comply with the recommendations made under any current Building Energy Rating ("BER") in respect of Damage.
2. the reasonable additional cost of reinstatement incurred with the Insurer's prior written consent to reinstate the Damage to a standard above the minimum required under the prevailing European Union or building or other regulations under or framed in pursuance of any Act of Parliament or Byelaws of any public authority where such

standard would otherwise result in a recommendation for improvement to be made in a subsequent Building Energy Rating ("BER") Energy Performance Certificate assessment;

3. the reasonable additional cost of reinstatement incurred with the Insurer's prior written consent arising from the use of alternative materials or sources of materials in accordance with the principles of the BRE Environmental and Sustainability Standard.

Provided always that:

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

Brands and Labels

In the event of **Damage to Property Insured** consisting of **Stock**, any salvage of branded or labelled **Stock**, whether the **Insured's** own or held in trust by the **Insured** and for which it is responsible, will not be sold without the consent of the **Insured**. If that salvage is not sold then the **Damage** will be assessed at the value agreed between the **Insured** and the **Insurer** and taken in to consideration at the settlement of the loss.

Capital Additions

This Property Damage Section will subject to its terms and conditions include

1. any newly acquired **Buildings** and **Contents** in the **Territorial Limits** in so far as the same are not otherwise insured and
2. alterations, additions and improvements to **Buildings** and **Contents**

but not in respect of any appreciation in value during the current **Period of Insurance** at any of the **Premises** hereby insured provided that

- a. at any one of the **Premises** this cover will not exceed 10% of the total **Sum Insured** on such **Property Insured** or €500,000 whichever is the lesser
- b. the **Insured** undertakes to give particulars of such extension of cover as soon as practicable and to effect specific insurance thereon retrospective to the date of the commencement of the **Insurer's** liability
- c. the provisions of this clause will be fully maintained notwithstanding any specific insurance effected under (b) above

Changing Locks

This Property Damage Section extends to include the reasonable expenses incurred by the **Insured** in necessarily replacing locks to the **Buildings**, or safes or strongrooms in the **Buildings**, consequent upon theft of keys from the

residence of any of the authorised keyholding directors, officers, partners or employees of the Insured provided that this extension will not include any consequential loss arising from that theft.

Claim Preparation Costs

This **Policy** extends to include an amount for the reasonable and necessary costs incurred by the **Insured** (including the use by the **Insured** of external consultants) for the preparation, presentation, certification or verification of a specified claim resulting from a loss insured under this **Policy** provided that the liability of the **Insurer** under this clause will not exceed €10,000 in respect of any one claim or series of claims arising from a single occurrence and is expressly deemed to be in addition to the sum insured or **Limit of Liability**. This extension does not apply to costs which could reasonably be claimed under the *Architects' Surveyors' Legal and Consulting Engineers' Fees* clause.

For the purpose of this extension, *Claim Preparation Costs* encompasses any Property or Business Interruption claim in excess of €50,000.

Debris Removal

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

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

of the portion or portions of the **Property Insured** by the said items **Damaged** by any **Peril** hereby insured against.

The liability of the **Insurer** under this Extension and the Section in respect of any item shall in no case exceed the **Sum Insured** thereby.

The **Insurer** will not pay for any costs or expenses incurred;

i. in removing debris except from the site of such **Damaged Property Insured** and the area immediately adjacent to such site; or

ii. arising from pollution or contamination of property not insured by this Section.

Drains and Gutters

This Property Damage Section extends to cover costs and expenses reasonably and necessarily incurred, with the prior written consent of the **Insurer**, to clean, clear or repair drains, gutters or sewers and the like and for which the **Insured** is responsible, following **Damage to Property Insured**.

Emergency Services

This Property Damage Section extends to include Fire Brigade and other Emergency Services Charges levied upon the **Insured** for the attendance of the Fire Brigade Service or other Emergency Services, in circumstances where **Damage to Property Insured** has or might have happened and that **Damage** is not otherwise excluded under the Property Damage Section.

The **Limit of Indemnity** under this clause will not exceed €30,000 any one occurrence.

Exhibition Equipment

This Property Damage Section extends to include within the definition **Property Insured** any property that the **Insured** uses at exhibitions or trade fairs, including any stands, mobile exhibition units, furnishings or equipment, which the **Insured** owns or holds in trust and for which it is responsible, while that property is at any exhibitions or trade fair, including while in transit to or from any exhibition or trade fair, including loading, temporary housing en route, and unloading anywhere within the **Territorial Limits** provided that **Damage** caused by theft or attempted theft from an unattended vehicle owned or operated by the **Insured** will not be covered unless:

1. involving robbery or attempted robbery from a director or employee of the **Insured**; or
2. the vehicle, or the part of the vehicle, containing the stolen property:
 - a. has an integrated fixed metal roof; and
 - b. has all doors, windows and other means of entry securely closed and locked, all security devices set and activated, and all keys, remotes, transponders or opening devices comparable to a key, removed to a secure location; and
 - c. is between the hours of 8pm and 6am in a securely locked building or garage, or guarded compound that is permanently manned by security personnel and protected by a controlled security barrier, unless the vehicle is fitted with an immobiliser approved by the **Insurer** and brought into operation.

It is a condition of the **Insurer's** liability under this extension for any theft claim involving a mobile exhibition unit that the unit is securely locked and immobilised when left unattended.

Extinguishment Expenses

The Property Damage Section extends to include the costs of refilling or replacing any fire extinguishing appliances or the cylinders of any gas flooding systems and replacing used sprinkler heads, all reasonably incurred by the **Insured** solely in consequence of **Damage** or arising out of their accidental discharge.

The **Limit of Indemnity** under this clause will not exceed €30,000 any one occurrence.

Fly Tipping

The Insurer will pay reasonable costs necessarily incurred in clearing and removing any property in consequence of it being illegally deposited in or around the Premises. The liability of the Insurer under this Extension and this Property Damage Section will in no case exceed €7,500 any one claim and €15,000 in the aggregate during any one **Period of Insurance**

Glass Breakage

The insurance by this Property Damage Section extends to include

1. accidental breakage of fixed glass and sanitary earthenware
2. **Damage** to neon and illuminated signs and electric light fittings
3. the costs of boarding-up and repair to associated framework reasonably incurred as a result of insured **Damage**
4. repair or replacement of lettering alarm foil or other ornamentation on glass up to an amount not exceeding €2,500
5. repair or replacement of fixed mirrors up to an amount not exceeding €2,500
6. removal or replacement of fixtures and fittings which may be necessary as a result of insured **Damage** up to an amount not exceeding €2,500

but excluding **Damage** in respect of any **Buildings** or part thereof **Unoccupied** for more than 30 consecutive days.

Involuntary Betterment

In the event that **Property Insured** suffers **Damage** to the extent that it cannot be economically repaired and replacement property of like kind and quality is not obtainable:

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

Provided that the **Insurer** will:

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

The limit applicable under this Extension is €75,000 for each and every claim.

Landscape Damage

This Property Damage Section extends to include costs and expenses reasonably and necessarily incurred by the **Insured** in restoring any **Damage** to landscaping, including trees, lawns and plants, at the **Premises** caused by the fire brigade or other emergency service during access to or exit from the **Premises** following **Damage to Property Insured**.

The **Limit of Indemnity** under this clause will not exceed €25,000 any one occurrence.

Metered Services

This Property Damage Section includes the cost of metered water, electricity, gas, oil or other utility services for which the **Insured** are legally responsible arising from

1. unauthorised use by persons taking possession, keeping possession or occupying **Premises** as insured by this Property Damage Section without the **Insured's** authority provided that all practicable steps are taken to terminate such unauthorised use as soon as it is discovered
2. accidental discharge resulting from **Damage to Property Insured** by this Property Damage Section

The **Limit of Indemnity** under this clause will not exceed €15,000 any one occurrence.

Mitigation Costs

This Property Damage Section extends to include reasonable costs and expenses incurred by the **Insured** as a result of necessary but emergency measures in order to prevent or minimise actual or imminent impending **Damage to Property Insured**, including the prompt execution of temporary repairs or, if less expensive, expedited permanent repairs or replacement and temporary rental or replacement of property provided that:

1. the actual or imminent impending **Damage** (a) was not reasonably foreseeable at a time when non-emergency measures could reasonably have been taken and (b) would have been the natural outcome if the costs were not incurred; and
2. the costs incurred did avoid or mitigate the **Damage** and the **Insurer** is satisfied of this; and
3. the costs incurred did not exceed the amount of the loss avoided or the reduction of loss achieved.

Payments on Account

The **Insurer** may at its discretion make payments on account to the **Insured** following **Damage** if the **Insured** has made payment or imminently will be making payment in respect of that **Damage**. Should the payment on account exceed the amount ultimately determined to be payable to the **Insured** in settlement of the claim, the **Insured** must repay the excess amount to the **Insurer**.

Seasonal Increase

During the month of December, the first seven (7) days of January and for a period of three (3) days preceding and including Public Holidays, the **Sum Insured** in respect of wines and spirits, tobacco, cigars, cigarettes, all other **Stock**, fixtures and fittings, trade equipment and all other **Contents** is increased by 10%.

Temporary Removal

The **Property Insured** under this Property Damage Section (other than **Stock** if insured) is covered whilst temporarily removed from the **Premises** for cleaning, renovation, repair or similar purposes elsewhere and in transit thereto and therefrom all within the **Territorial Limits** provided that

1. the liability of the **Insurer** under this clause in respect of each item of this Property Damage Section for any **Damage** occurring elsewhere than at the **Premises** will not exceed 10% of the Sum Insured for the item
2. this clause does not apply to such **Property Insured** in so far as it is otherwise insured

Temporary Removal – Documents and Computer System Records

This Property Damage Section includes the following whilst temporarily removed to premises not in the **Insured's** occupation but whilst remaining within the **Territorial Limits** including transits there between

1. deeds and other documents, manuscripts, plans and writings of every description and books (but excluding computer system records) up to 10% of the total value of such property
2. computer system records up to 10% of the **Limit of Indemnity** as shown in the definition of **Contents**

Third Party Premises

This Property Damage Section extends to include within the definition of **Insured Property** any property of the **Insured** at any third party premises within the **Territorial Limits** that would not otherwise be covered by the Property Damage Section.

Trace and Access

This Property Damage Section extends to include reasonably costs and expenses necessarily incurred in locating the source of an escape of water following **Damage** as well reasonable costs necessarily incurred in subsequently making good provided that this is restricted to repairs to walls, floor, and ceilings as necessary and as a direct result of the location work.

The **Limit of Indemnity** under this clause will not exceed €30,000 any one occurrence.

Undamaged Stock

This Property Damage Section extends to include any loss incurred by the **Insured**, less the amount of any salvage monies obtained, in the event of undamaged **Stock** being rendered unusable for any reason whatsoever resulting solely from **Damage** insured by this Property Damage Section.

PROPERTY DAMAGE – CONDITIONS

Automatic Fire Alarm Installations

It is a condition of cover that where automatic fire alarms are installed, the **Insured** must:

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

Automatic Sprinkler Installations

Where automatic sprinkler systems are installed, it is a condition of cover that the **Insured** must ensure that:

1. it is continuously operational;
2. every working day a test is made to ensure that the circuit between the alarm switch and the control unit, except where it is continuously monitored or is such that one break of wires will not prevent an alarm signal being transmitted, for example a ring circuit, is operational;
3. every week: a test is made to ensure the condition of:
 - a. the connection with the public fire station, central fire alarm depot, or public fire brigade control, unless they have given a written undertaking to carry out this test;
 - b. the relevant batteries.

However, where the circuit concerned is not continuously monitored, these tests must be made every day;

- i. the alarm gong is tested to ensure that it is in working order and that the stop valves controlling the individual water supplies and the installation are fully open;
 - ii. the pumps are tested to ensure they can be started both automatically and manually and that in respect of any diesel engine driven pump the battery electrolyte level and density are correct and a record is kept;
4. they have a contract with approved installing engineers providing for the maintenance and half-yearly inspection of the automatic sprinkler installation system and obtain certification after each inspection that the system is in satisfactory working order;
 5. every quarter or half year, if required by the **Insurer**, they test that each water supply is in order and a record of the tests is kept;
 6. they remedy promptly any defect disclosed by any tests;
 7. they comply with and display prominently at each sprinklered area, a notice of the terms agreed with the **Insurer** which specifies:
 - a. the description of goods that may be stored;
 - b. the maximum height of storage;
 - c. the minimum permitted clearance between goods stored and the sprinkler deflectors.

Provided the **Insured** will not be in breach of sub-clauses (a) or (b) of this Condition if:

- i. notice is given to the **Insurer** immediately the installation is rendered inoperative or in the event of an emergency; and
- ii. the **Insured** takes all reasonable steps immediately to ensure the installation returns to full operation

Condition of Average (Underinsurance)

The **Sum Insured** by each item of this Property Damage Section (other than those applying solely to fees, rent or Removal of Debris) is declared to be separately subject to Average.

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

Day One Basis

Applicable to each item where a Declared Value is shown on the Schedule

The **Insured** having stated the Declared Value incorporated in each item to which this clause applies the **Premium** has been calculated accordingly. "Declared Value" means the **Insured's** assessment of the Cost of Reinstatement

of the **Property Insured** arrived at in accordance with paragraphs (1) and (2) of the Reinstatement Condition at the level of costs applying at the inception of the **Period of Insurance** (ignoring inflationary factors which may operate subsequently) together with, insofar as the insurance by the item provides, due allowance for

1. the additional cost of reinstatement to comply with local authority requirements
2. professional fees
3. debris removal costs

The Declared Value incorporated in each item is as stated on the **Schedule**. At the inception of each **Period of Insurance** the **Insured** will notify the **Insurer** of the Declared Value of the **Property Insured** by each of the said item(s). In the absence of such declaration the last amount declared by the **Insured** will be taken as the Declared Value for the ensuing **Period of Insurance**.

Notwithstanding any general indication or endorsement to the contrary, the following wordings apply to Special Condition (4) of the Reinstatement Condition:

If at the time of loss the Declared Value of the **Property Insured** covered by such item be less than the Cost of Reinstatement (as defined in paragraph 1 of the Day One Basis Condition) at the inception of the **Period of Insurance**, then the **Insurer's** liability for any loss hereby insured will be limited to that proportion thereof which the Declared Value bears to the Cost of Reinstatement.

Where by reason of any of the above special provisions, no payment is to be made beyond the amount which would have been payable under this Property Damage Section if this clause had not been incorporated therein the rights and liabilities of the **Insurer** and the **Insured** in respect of **Damage** will be subject to the terms and conditions of this Property Damage Section including any Condition of Average (Underinsurance) therein as if this clause had not been incorporated therein except that the **Sums Insured** will be limited to 115% of the Declared Values as stated in the **Schedule**.

In the event of loss the liability of the **Insurer** in respect of **Property Insured** to which this clause applies will not exceed its **Sum Insured** as stated in the **Schedule**.

Electrical Inspection Condition

It is a condition of cover for **Damage** by fire lightning and explosion that the electrical systems at the **Premises** of the **Insured** is inspected every five years by an electrical contractor listed on the Register of Electrical Contractors of Ireland (RECI) and any defects identified by that inspection be rectified immediately and that a written record of such inspections must be kept and which must be produced to the **Insurer** on request.

Fat Frying Condition

Where deep fat frying apparatus is used on the **Premises**, it is a condition of cover that:

1. The frying apparatus be free from contact with all woodwork and other combustible material.
2. All extraction hoods, canopies, filters and grease traps will be cleaned at least every month and this is to be recorded in a written cleaning log.
3. All extraction ducting is to be inspected for defects and cleaned as necessary at least every three (3) months and this is to be recorded in a written log.
4. A class F wet chemical fire extinguisher is installed in the vicinity of the deep fat fryer, in a readily accessible position.
5. A fire blanket, manufactured in accordance with BS EN 1869, be kept in the vicinity of the deep fat fryer, in a readily accessible position.
6. All deep fat fryers are to be equipped with tight fitting lids. In respect of (b) and (c) above, it is a condition of cover that cleaning logs be retained away from the **Premises**.

Fire Break Doors and Shutters

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

Fire Extinguishing Appliances

The **Insured** hereby undertake to have fire extinguishing appliances serviced and maintained under an annual service contract with approved suppliers or as agreed with the **Insurer**.

Subject to the observance of the above undertaking this **Policy** will not be invalidated as a result of any defect in any of the said appliances unknown to or beyond the control of the **Insured**.

Insurer's Rights

On the happening of **Damage** in respect of which a claim is made under the **Policy**, the **Insurer** and any person authorised by the **Insurer** may, without thereby incurring any liability or diminishing any of the **Insurer'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 **Insurer** any **Property Insured** and deal with such property for all reasonable purposes and in any reasonable manner.

No claim under this Property Damage Section will be payable unless the terms of this condition have been complied with.

No **Property Insured** may be abandoned to the **Insurer** whether taken possession of by the **Insurer** or not. The **Insurer** will be permitted, but not obliged, to carry out inspections of the **Property Insured** and the **Insured's** operations at any time, having given reasonable notice.

Non-Standard Roofing Condition

It is a condition of this **Policy** that any flat roofing structure, or part thereof (unless entirely constructed of concrete), will be inspected every five (5) years by a CISI (Chartered Institute of Surveyors Ireland) qualified surveyor and any defects identified during that inspection must be repaired immediately. A written record of the most recent inspection must be retained by the **Insured** for inspection by the **Insurer** at any time.

Public Authorities (Including Undamaged Property)

Subject to the following Special Conditions the insurance in respect of **Buildings** and **Contents** extends to include such additional cost of reinstatement as may be incurred solely by reason of the necessity to comply with

1. European Union legislation, or
2. Building or other Regulations under or framed in pursuance of any legislation or bye-laws of any public authority (hereinafter referred to as 'the Stipulations')
in respect of
 - a. the lost, destroyed or damaged **Property Insured**
 - b. undamaged portions thereof

excluding

3. the cost incurred in complying with the Stipulations
 - a. in respect of **Damage** occurring prior to the inception of this **Policy**
 - b. in respect of **Damage** not insured by the **Policy**
 - c. under which notice has been served upon the **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
4. the additional cost that would have been required to make good the **Property Insured** lost destroyed or damaged to a condition equal to its condition when new had the necessity to comply with the Stipulations not arisen
5. the amount of any charge or assessment arising out of capital appreciation which may be payable in respect of the **Property Insured** or by the owner thereof by reason of compliance 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 (12) months after the **Damage** or within such further time as the **Insurer** may allow (during the said twelve (12) months) and may be carried out upon another site (if the Stipulations so necessitate) subject to the liability of the **Insurer** under this condition not being thereby increased
2. If the liability of the **Insurer** under (any item of) the **Policy** apart from this condition will be reduced by the application of any of the terms and conditions of the **Policy** then the liability of the **Insurer** under the condition (in respect of any such item) will be reduced in like proportion
3. The total amount recoverable under any item of the **Policy** in respect of this condition will not exceed
 - a. in respect of the lost, destroyed or damaged **Property Insured** the applicable **Sum Insured**
 - b. in respect of undamaged portions of **Property Insured** (other than foundations) 15% of the total amount for which the **Insurer** would have been liable had such **Property Insured** been wholly destroyed
4. The total amount recoverable under any item of the **Policy** will not exceed its **Sum Insured**
5. All the terms and conditions of the **Policy** except in so far as they are varied hereby will apply as if they had been incorporated herein

Reinstatement

Subject to the following Special Conditions the basis upon which the amount payable in respect of **Buildings** and **Contents** insured under this Property Damage Section is to be calculated will be the reinstatement of the **Property Insured** lost, destroyed or damaged. For this purpose, 'reinstatement' means

1. the rebuilding or replacement of **Property Insured** lost, destroyed or damaged which, provided the liability of the **Insurer** is not increased, may be carried out
 - a. in any manner suitable to the requirements of the **Insured**
 - b. upon another site
2. the repair or restoration of damaged **Property Insured**

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

Special Conditions

1. The liability of the **Insurer** for the repair or restoration of **Property Insured** damaged in part only will not exceed the amount which would have been payable had such **Property Insured** been lost or wholly destroyed
2. No payment beyond the amount which would have been payable in the absence of this Condition will be made
 - a. unless reinstatement commences and proceeds without unreasonable delay
 - b. until the cost of reinstatement has been actually incurred
 - c. if the **Property Insured** at the time of its **Damage** is insured by any other insurance effected by or on behalf of the **Insured** which is not upon the same basis of reinstatement
3. All the terms and conditions of the **Policy** apply
 - a. in respect of any claim payable under the provisions of this Condition except in so far as they are varied hereby
 - b. where claims are payable as if this Condition had not been incorporated
4. 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 subject to this Condition exceeds its **Sum Insured** at the commencement of any **Damage** the liability of the **Insurer** will not exceed that proportion of the amount of the **Damage** which the said **Sum Insured** will bear to the sum representing the total cost of reinstating the whole of such **Property Insured** at that time
5. If, at the **Insurer's** option, the **Insurer** elects to carry out the reinstatement itself, the **Insured** must at its own expense provide all such plans, documents, books and information as may reasonably be required.

Security Protections

Where security protections are in place, it shall be a condition of cover that the **Insured** must comply with the following provisions in respect of any intruder alarm installed at the **Premises**:

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

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

Stock Basis of Settlement

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

1. 1. Material in trade, supplies and other merchandise not manufactured by the **Insured** will be the replacement cost; and
2. **Stock** which forms part of work in progress will be the value of raw materials and labour plus the appropriate proportion of overhead charges; and
3. Finished **Stock** will be the regular cash selling price less all discounts and charges to which such finished **Stock** would have been subject had no **Damage** occurred.

Unoccupied Buildings

For any **Buildings** or portions of such **Buildings** that are **Unoccupied** for a period in excess of 30 days, the **Insured** must ensure that:

1. notice in writing is given to the **Insurer** that the **Buildings** are **Unoccupied**, and payment of additional premium is made if requested by the **Insurer** within 30 days;
2. all doors and windows are fitted with good quality locks and are secured at all times;
3. perimeter fences, walls and gates are properly maintained;
4. all unsecured doors, windows, and other openings at first and ground floor levels are bricked up or boarded over;
5. the **Premises** are inspected externally and internally every seven (7) days and a contemporaneous written record is kept of such inspections; any **Damage** found at the time of an inspection is repaired immediately.
6. all combustible contents, including packaging materials and packing cases, are removed and that vegetation is kept under control;
7. water, gas and electricity supplies are disconnected, except where such supply is required for the operation of the alarm system at the **Premises**, or otherwise agreed with the **Insurer**

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

Waste Condition

The Insured must ensure that:

1. Engineering: all swarf and other trade refuse be swept up daily, deposited in bags or bins and removed from the **Buildings** at least once a week and that all oily and greasy waste and cloths be kept in metal receptacles and removed daily.
2. Plastics: all oily or greasy waste and used cleaning cloths which remain at the **Premises** overnight be kept in metal receptacles with metal lids and removed from the **Buildings** at least once a week. All other combustible trade waste and refuse be removed from the **Buildings** every night.
3. Printers: all highly flammable solvents, inks and blanket wash are stored in a secured flammables store or metal cabinet. One working days' supply may be removed without contravening this condition. All oily solvent or ink-soaked

cleaning cloths and rags must be either removed from the **Buildings** at night or stored in a metal bin with closed metal lid.

4. Woodworking: all sawdust and shavings (not automatically extracted from the **Buildings** be swept up daily and bagged and removed from the **Buildings** at least once per week. All other trade refuse be removed from the **Buildings** at least once a week and that all oily and greasy waste and cloths be kept in metal receptacles and removed outside.

Business Interruption Section

BUSINESS INTERRUPTION – DEFINITIONS

Notwithstanding the General Definitions of this **Policy**, the words defined below will have the following special meanings wherever they appear in bold letters within this Business Interruption Section

Annual Turnover means the **Turnover** during the twelve (12) months immediately before the date of the **Damage**

Estimated Gross Fees means the amount declared by the **Insured** to the **Insurer** as representing not less than the **Gross Fees** 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 (12) months)

Estimated Gross Profit means the amount declared by the **Insured** to the **Insurer** as representing not less than the **Gross Profit** which it is anticipated will be earned by the **Business** during the financial year most nearly concurrent with the **Period of Insurance** (or a proportionately increased multiple thereof where the **Maximum Indemnity Period** exceeds twelve (12) months)

Estimated Gross Revenue means the amount declared by the **Insured** to the **Insurer** as representing not less than the **Gross Revenue** which it is anticipated will be earned by the **Business** during the financial year most nearly concurrent with the **Period of Insurance** (or a proportionately increased multiple thereof where the **Maximum Indemnity Period** exceeds twelve (12) months)

Estimated Rent Receivable means the amount declared by the **Insured** to the **Insurer** as representing not less than the **Rent Receivable** 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 (12) months)

Gross Fees means the money paid or payable to the **Insured** for professional services rendered

Gross Profit means the amount by which

1. the sum of the amount of the **Turnover** and the amounts of the closing **Stock** and closing work in progress will exceed
2. the sum of the amounts of the opening **Stock** and opening work in progress and the amount of the **Specified Working Expenses**

The amounts of the opening and closing stocks and work in progress will be arrived at in accordance with the **Insured's** normal accountancy methods due provisions being made for depreciation

Gross Revenue means the money paid or payable to the **Insured** for services rendered less the cost of food drink and other services provided

Increase in Cost of Working means the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the interruption to, or interference with, the **Business**, during the **Indemnity Period**, as a result of **Damage** to **Buildings** or other **Property Insured** used by the **Insured** at the **Premises** for the purpose of the **Business**

Indemnity Period means the period beginning with the occurrence of the **Damage** and ending not later than the **Maximum Indemnity Period** thereafter during which the results of the **Business** will be affected in consequence thereof

Maximum Indemnity Period means the number of months stated in the **Schedule**

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**

Specified Working Expenses means purchases (less discounts received) discounts allowed carriage packing and freight and such additional expenses specified in the **Schedule**

Standard Gross Fees means the **Gross Fees** during that period in the twelve (12) months immediately before the date of the **Damage** which corresponds with the **Indemnity Period**

Standard Gross Revenue means the **Gross Revenue** during that period in the twelve (12) months immediately before the date of the **Damage** which corresponds with the **Indemnity Period**

Standard Rent Receivable means the **Rent Receivable** during that period in the twelve (12) months immediately before the date of the **Damage** which corresponds with the **Indemnity Period**

Standard Turnover means the **Turnover** during that period in the twelve (12) months immediately before the date of the **Damage** which corresponds with the **Indemnity Period**

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

BUSINESS INTERRUPTION – CONDITIONS

Alteration in Material Facts

This **Policy** will be terminated from the date of any of the changes specified below if after the commencement of this insurance:

1. The **Business** does any of the following:
 - a. makes a composition or arrangement with creditors; or
 - b. has a proposal for a voluntary arrangement for a composition of debts or scheme of arrangement in accordance with applicable insolvency legislation; or
 - c. has an application made under the applicable insolvency legislation to the court for the appointment of an administrator; or
 - d. has a winding-up order made or (except for the purposes of amalgamation or reconstruction) a resolution for voluntary winding up passed or have a provisional liquidator, receiver or receiver manager of the business or undertaking duly appointed; or
 - e. has an administrative receiver, as defined in the applicable insolvency legislation, appointed.
2. The interest of the **Insured** ceases other than by death; or
3. Any alteration is made either in the **Business** or the **Premises** whereby the risk of loss, destruction or damage is increased provided that if the increase could not reasonably have been known to the **Insured** or the increase is beyond its control the **Policy** will continue, subject to the **Insured**:
 - a. notifying the **Insurer** of the increase of risk within fourteen (14) days of it becoming aware of the increase; and

- b. the **Insured** will pay additional premium promptly to the **Insurer**, such amount to be calculated at the **Insurer's** discretion

Unless otherwise agreed by the **Insurer** in writing.

Gross Profit Basis of Cover

Gross Profit – Insuring Agreement

In the event of **Damage** to **Buildings** or other **Property Insured** used by the **Insured** at the **Premises** for the purpose of the **Business** by any of the **Perils** during the **Period of Insurance** and in consequence the **Business** carried on by the **Insured** at the **Premises** be interrupted or interfered with then the **Insurer** will pay to the **Insured** in respect of each item in the **Schedule** the amount of loss resulting from such interruption or interference provided that

1. at the time of the happening of the **Damage** there will be in force an insurance covering the interest of the **Insured** in the **Property Insured** at the **Premises** against such **Damage** and that
 - a. payment will have been made or liability admitted therefor or
 - b. payment would have been made or liability admitted therefor but for the operation of a proviso in such insurance excluding liability for losses below a specified amount
2. the liability of the **Insurer** under this Business Interruption Section will not exceed 100% of the **Sum Insured** stated in the **Schedule** at the time of the **Damage**

In the absence of written notice by the **Insured** or the **Insurer** to the contrary the **Insurer's** liability will not stand reduced by the amount of any loss, the **Insured** undertaking to pay the appropriate additional premium for such automatic reinstatement of cover

3. The insurance in respect of **Gross Profit** in the **Schedule** is limited to loss of **Gross Profit** due to reduction in **Turnover** and **Increase in Cost of Working** and the amount payable as indemnity thereunder will be
 - a. in respect of reduction in **Turnover** the sum produced by applying the **Rate of Gross Profit** to the amount by which the **Turnover** during the **Indemnity Period** will fall short of the **Standard Turnover** in consequence of the **Damage**
 - b. in respect of **Increase in Cost of Working** the amount of the **Increase in Cost of Working** (subject to the provisions of the Uninsured Standing Charges Clause) 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 such 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 that if the **Sum Insured** for **Gross Profit** is less than the sum produced by applying the **Rate of Gross Profit** to the **Annual Turnover** (or a proportionately increased multiple thereof where the **Maximum Indemnity Period** exceeds twelve (12) months) the amount payable will be proportionately reduced

GROSS PROFIT - CLAUSES

Alternative Trading

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

Auditors or Professional Accountants

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

New Business

For the purpose of any claim arising from **Damage** occurring before the completion of the first year's trading of the **Business** at the **Premises** the term '**Standard Gross Profit**' will bear the following meaning and not as within stated

Standard Gross Profit – The proportional equivalent for a period equal to the **Indemnity Period** of the **Gross Profit** realised during the period between the commencement of the **Business** and the date of the **Damage**
Adjustments will be made as may be necessary to provide for

1. the trend of the **Business** and
2. variations in or other circumstances affecting the **Business**

whether before or after the **Damage** or which would have affected the **Business** had the incident not occurred so that the figures thus adjusted will 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**.

Trend Adjustment

The **Rate of Gross Profit Annual Turnover** and **Standard Turnover** will be adjusted as may be necessary to provide for the trend of the **Business** and for variations in or other circumstances affecting the **Business** either before or after the **Damage** or which would have affected the **Business** had the **Damage** not occurred so that the figures thus adjusted will 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**.

GROSS PROFIT – EXTENSIONS

The undernoted extensions are operative only if specifically stated in the **Schedule**, and are subject otherwise to the limits, terms, conditions and exclusions of this Business Interruption Section.

Any loss as insured by **Gross Profit** of this Business Interruption Section resulting from interruption of or interference with the **Business** in consequence of **Damage** at the situations or to property (both noted in the Extension) will be deemed to be loss resulting from **Damage to Property Insured** used by the **Insured** at the **Premises** provided that after

the application of all other terms and conditions of this Business Interruption Section, the liability under the applicable Extension in respect of any one occurrence will not exceed

1. the percentage amount of **Gross Profit** for this Business Interruption Section shown in the **Schedule**; or
2. the **Limit of Indemnity**

Fines or Damages For Breach of Contract

The **Insurer** will pay to the **Insured** the amount of loss, up to the amount specified in the **Schedule** for such loss, comprising fines or damages for breach of contract and the amount payable as an indemnity under this **extension** will be limited to such sums as the **Insured** is liable to pay in discharge of fines or damages for non-completion or late completion of orders solely in consequence of interruption or interference with the Insured's Business resulting from **Damage to Buildings** or other **Property Insured** used by the **Insured** at the **Premises** for the purpose of the **Business** by any of the **Perils** during the **Period of Insurance**.

Food Safety Authority Act of Ireland

If loss results from the interruption or interference with the **Business** carried on by the **Insured** at the **Premises** arising solely and directly from enforcement action under the Food Safety Authority of Ireland Act 1988 or any food safety legislation current in Ireland at the time (relating to products of the **Insured** that subsequent analysis establishes are not contaminated and are safe for human consumption) the **Insurer** will pay to the **Insured** the amount of such loss, up to the amount specified in the **Schedule** for such loss, as if such enforcement action were an event of **Damage** ('deemed Damage'), but otherwise in accordance with the terms of this Business Interruption Section, less

1. any sum saved in respect of the charges and expenses of the **Business** as may cease or be reduced in consequence of the enforcement action; and
2. any sum payable to the **Insured** as compensation under the terms of the Food Safety Authority of Ireland Act or any food safety legislation current in Ireland at the time or otherwise;

and excluding

3. any loss arising from fear created by the imposition of the enforcement action; or
4. any costs incurred in the cleaning, repair, replacement, recall or checking of products.

For the purpose of this extension, the **Indemnity Period** is the period beginning with the date the enforcement action is imposed and ending not later than the date the enforcement action ceases during which the results of the **Business** are affected but not exceeding the **Maximum Indemnity Period**.

Group Interdependency

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

The **Insurer's** liability under this clause in respect of any one occurrence and in total in any one **Period of Insurance** will not exceed €250,000.

Human Disease etc. Extension

Notwithstanding the Disease Outright Exclusion in this **Policy**, if loss results from the interruption or interference with the **Business** carried on by the **Insured** at the **Premises** arising solely and directly from closure or evacuation of the

whole or part of the **Insured's Premises** by order of a competent civil authority, solely and directly consequent upon the following specified events occurring at the **Insured's Premises**, the **Insurer** will pay to the **Insured** the amount of such loss, up to the amount specified in the **Schedule** for such loss, as if such specified event were an event of **Damage** ('deemed Damage'), but otherwise in accordance with the terms of this Business Interruption Section.

Specified Events:

1. Vermin or pests or defects in the drains or other sanitary arrangements; or
2. Injury, illness or disease directly caused by the consumption of food or drink provided at the **Insured's Premises**; or
3. Murder or suicide; or
4. Outbreak of the following Specified Diseases:

Acute encephalitis	Legionnaires Disease	Ophthalmia neonatorum	Tetanus
Acute poliomyelitis	Leprosy	Paratyphoid fever	Toxoplasmosis
Anthrax	Leptospirosis	Plague (bubonic, pneumonic, septicaemic)	Tuberculosis
Chickenpox	Lyme Disease	Puerperal Fever	Typhus or Typhoid fever
Cholera	Malaria	Rabies	Viral haemorrhagic fever (VHF)
Diphtheria	Measles	Relapsing fever	Viral hepatitis
Dysentery	Meningitis	Rubella	Whooping cough
Erysipelas	Meningococcal infection	Scarlet fever	Yellow fever
Legionellosis	Mumps	Smallpox	

Provided that no cover will be given where such Specified Disease is or becomes epidemic, whether or not declared as such by any competent civil authority in the area relevant to those premises, or declared or categorised by the World Health Organisation as a Public Health Emergency of International Concern or pandemic. Where such epidemic, Public Health Emergency of International Concern or pandemic occurs, this Property Insurance provides no cover at all, including for any period of interference or interruption after the confirmation of discovery of disease but prior to such disease becoming epidemic, a Public Health Emergency of International Concern or pandemic.

For the purposes of this extension:

1. This cover does not apply to any costs or expenses incurred in:
 - a. investigating, monitoring, abating, or removing any of the perils set out in sub-clauses a) to d) above, or thereafter

- b. cleaning, detoxifying, disinfecting, decontaminating the **Insured's Premises** as a result of any of the perils set out at sub-clauses a) to d) above.
2. 'The Insured's Premises' means as detailed in the **Schedule** but does not mean any other premises as might be deemed to be the **Insured's Premises** under any other extension, endorsement or any other provision.
3. The limit of liability stated in the **Schedule** for this clause will apply in the aggregate for the **Period of Insurance** and apply to all locations combined, not to each individually.
4. The **Indemnity Period** is the period beginning with the date of the order to close or evacuate and ending not later than the date the order expires or is withdrawn, during which the results of the **Business** are affected but not exceeding the **Maximum Indemnity Period**.

Loss of Attraction

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

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

will be deemed to be **Damage** at the **Premises**

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

Loss of Licence Cover

In the event of a **Loss of Licence** during the **Period of Insurance** the **Insurer** will indemnify the **Insured** up to the **Sum Insured** specified in the **Schedule** against loss sustained in respect of:

1. the depreciation in the value of the **Insured's** interest in the **Premises** resulting therefrom
2. the costs and expenses incurred by the **Insured** with the written consent of the **Insurer** for any appeal against such **Loss of Licence**

The **Limit of Indemnity** under this clause for or all occurrences, irrespective of the number **Licences** or **Premises** concerned, during the **Period of Insurance** will not exceed €150,000

For the purpose of this extension:

Licence means a licence granted for the

1. retail sale of excisable liquors at the **Premises**; or
2. use of the **Premises** to hold civil marriage ceremonies and civil partnership ceremonies

Loss of Licence means the **Licence** being

1. forfeited or revoked under the provisions of the appropriate legislation governing the issue of such licences; or
2. refused renewal by the appropriate licensing authority after proper application

in either case, due to reasons beyond the control of the **Insured**.

Loss of Licence Conditions

1. Notification Following Loss of Licence

In the event of **Loss of Licence** the **Insured** must notify the **Insurer** within 24 hours and must provide such information and assistance as the **Insurer** may reasonably require;

2. Duty of the Insured

The **Insured** must immediately advise the **Insurer** on becoming aware of any

- a. change in tenancy or management of the **Premises** or transfer or proposed transfer of the **Licence**
- b. complaint against the **Premises** or control thereof or proceedings against or conviction of the licence-holder manager tenant or other occupier of the **Premises** for any breach of the licensing laws or any other matter whereby the character or reputation of the person concerned is affected with respect to honesty moral standing or sobriety
- c. objection to renewal or other circumstances which might endanger the **Licence** or renewal thereof

Loss of Licence Exclusions

The **Insurer** will not indemnify the **Insured** under this extension

1. Restrictions in Cover

- a. where the **Insured** is entitled to compensation by virtue of any legislation relating to the **Loss of Licence**
- b. where the **Loss of Licence** arises
 - i. directly or indirectly by the misconduct connivance neglect delay error or omission of the **Insured** or from any other cause within or under the control of the **Insured**
 - ii. by alteration of the **Premises** without consent of the appropriate authority
 - iii. by the **Premises** being closed for any period which is not required by law or not being maintained in a sanitary condition or satisfactory state of repair
- c. the **Loss of Licence** is due to any scheme of town or country planning improvement redevelopment or compulsory purchase or the surrender reduction or redistribution of licences in connection therewith
- d. the **Loss of Licence** arises through an alteration in the law
- e. any depreciation in value is not as a sole and direct result of the **Loss of Licence**

2. Consequential Loss

In respect of **Consequential Loss** of any kind

Prevention of Access

Property in the vicinity of the **Premises**, **Damage** to which will prevent or hinder use of the **Premises** or access thereto, whether the **Premises** or property of the **Insured** is damaged or not

Prevention of Access Non-Damage

Loss resulting from interruption of or interference with the **Business** in consequence of any action of the police or a competent civil authority that prevents or hinders the use of, or access to or exit from, the **Premises** in consequence of;

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

within 500 metres of the **Premises**, will be deemed to be **Damage** at the **Premises**.

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

Property Stored

Property Insured whilst stored anywhere within the **Territorial Limits**, elsewhere than at the **Premises**

Public Utilities (Electricity, Gas, Water & Telecommunications)

Property at any

1. generating station or sub-station of the electricity supply undertaking from which **the Insured** obtains electricity
2. land based premises of the gas supply undertaking, or of any natural gas producer linked directly there with, from which the **Insured** obtains gas
3. waterworks or pumping station of the water supply undertaking from which the **Insured** obtains water
4. land based premises of the telecommunications undertaking from which the **Insured** obtains telecommunications services
5. This extension however excludes
 - a. any loss or failure which does not involve a cessation of supply for at least four consecutive hours in respect of electricity, gas, water, or at least twenty four (24) consecutive hours in respect of telecommunications
 - b. loss resulting from failure caused by
 - i. the deliberate act of a supply undertaking in withholding the supply of water, gas, electricity or telecommunications services (unless such discontinuation is due to a deliberate act of the supply authority for the sole purpose of safeguarding life or protecting any part of the supply system or a scheme of rationing due to Damage to the supply authority's premises)
 - ii. strikes or any labour or trade dispute
 - iii. drought
 - iv. other atmospheric or weather conditions, but this will not exclude failure due to Damage to equipment caused by such conditions
 - c. loss, damage, cost or expense resulting from an impairment in the function, availability, range of use or accessibility of data, software or computer programs

Specified Customers

The premises of those customers which are detailed in the **Schedule**

Specified Suppliers

The premises of those suppliers which are detailed in the **Schedule**

Unspecified Customers

The premises of any of the **Insured's** customers within the **Territorial Limits**

Unspecified Suppliers and Storage Sites

The premises of any of the **Insured's** suppliers, manufacturers or processors of components, **Goods** or materials, but excluding the premises of any supply undertaking from which the **Insured** obtains electricity, gas or water or telecommunication services and premises not in the occupation of the **Insured** where **Property Insured** is stored, all within the **Territorial Limits**

Gross Revenue Basis of Cover

GROSS REVENUE – INSURING AGREEMENT

In the event of **Damage** to **Buildings** or other **Property Insured** used by the **Insured** at the **Premises** for the purpose of the **Business** by any of the **Perils** during the **Period of Insurance** and in consequence the **Business** carried on by the **Insured** at the **Premises** be interrupted or interfered with then the **Insurer** will pay to the **Insured** in respect of each item in the **Schedule** the amount of loss resulting from such interruption or interference provided that

1. at the time of the happening of the **Damage** there will be in force an insurance covering the interest of the **Insured** in the **Property Insured** at the **Premises** against such **Damage** and that
 - a. payment will have been made or liability admitted therefor or
 - b. payment would have been made or liability admitted therefor but for the operation of a proviso in such insurance excluding liability for losses below a specified amount
2. the liability of the **Insurer** under this Business Interruption Section will not exceed 100% of the **Sum Insured** stated in the **Schedule** at the time of the **Damage**

In the absence of written notice by the **Insured** or the **Insurer** to the contrary the **Insurer's** liability will not stand reduced by the amount of any loss the **Insured** undertaking to pay the appropriate additional premium for such automatic reinstatement of cover

3. The insurance in respect of **Gross Revenue** specified in the **Schedule** is limited to loss of **Gross Revenue** and **Increase in Cost of Working** and the amount payable as indemnity thereunder will be
 - a. in respect of reduction in **Gross Revenue** the amount by which the **Gross Revenue** during the **Indemnity Period** will fall short of the **Standard Gross Revenue** in consequence of the **Damage**
 - b. in respect of **Increase in Cost of Working** the amount of the **Increase in Cost of Working** (subject to the provisions of the Uninsured Standing Charges Clause) but not exceeding the amount of the reduction thereby avoided

less any sum saved during the **Indemnity Period** in respect of such 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** for **Gross Revenue** is less than the **Standard Gross Revenue** (or a proportionately increased multiple thereof where the **Maximum Indemnity Period** exceeds twelve months) the amount payable shall be proportionately reduced

GROSS REVENUE – CLAUSES

Alternative Trading

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

Auditors or Professional Accountants

1. Any particulars or details contained in the **Insured's** books of account or other business books or documents which may be required by the **Insurer** for the purpose of investigating or verifying any claim hereunder may be

produced by auditors or professional accountants, if at the time they are regularly acting as such for the **Insured**, and their report shall be prima facie evidence of the particulars and details to which such report relates

2. the **Insurer** will pay to the **Insured** the reasonable charges payable by the **Insured** to their auditors or professional accountants for producing such particulars or details or any other proofs, information or evidence as may be required by the **Insurer** and reporting that such particulars or details are in accordance with the **Insured's** books of account or other business books or documents, provided that the sum of the amount payable under this Business Interruption Section shall in no case exceed the **Sum Insured** for the item

New Business

For the purpose of any claim arising from **Damage** occurring before the completion of the first year's trading of the **Business** at the **Premises** the term '**Standard Gross Revenue**' will bear the following meaning and not as within stated:

Standard Gross Revenue – The proportional equivalent for a period equal to the **Indemnity Period** of the **Gross Revenue** realised during the period between the commencement of the **Business** and the date of the **Damage**
Adjustments will be made as may be necessary to provide for

1. the trend of the **Business** and
2. variations in or other circumstances affecting the **Business**

whether before or after the **Damage** or which would have affected the **Business** had the **Damage** not occurred so that the figures thus adjusted will 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**.

Trend Adjustments

The **Standard Gross Revenue** will be adjusted as may be necessary to provide for the trend of the **Business** and for variations in or other circumstances affecting the **Business** either before or after the **Damage** or which would have affected the **Business** had the **Damage** not occurred so that the figures thus adjusted will 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**.

Uninsured Standing Charges

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

GROSS REVENUE – EXTENSIONS

The undernoted extensions are operative only if specifically stated in the **Schedule**, and are subject otherwise to the limits, terms, conditions and exclusions of this Business Interruption Section.

Any loss as insured by **Gross Revenue** of this Business Interruption Section resulting from interruption of or interference with the **Business** in consequence of **Damage** at the situations or to property (both noted in the Extension) will be deemed to be loss resulting from **Damage to Property Insured** used by the **Insured** at the **Premises**, provided that after the application of all other terms and conditions of this Business Interruption Section, the liability under the applicable Extension in respect of any one occurrence will not exceed

1. the percentage amount of **Gross Revenue** for this Business Interruption Section shown in the **Schedule**; or
2. the **Limit of Indemnity**

Fines or Damages For Breach of Contract

The **Insurer** will pay to the **Insured** the amount of loss, up to the amount specified in the **Schedule** for such loss, comprising fines or damages for breach of contract and the amount payable as an indemnity under this **extension** will be limited to such sums as the **Insured** is liable to pay in discharge of fines or damages for non-completion or late completion of orders solely in consequence of interruption or interference with the **Insured's** Business resulting from **Damage to Buildings** or other **Property Insured** used by the **Insured** at the **Premises** for the purpose of the **Business** by any of the **Perils** during the **Period of Insurance**.

Food Safety Authority Act of Ireland

If loss results from the interruption or interference with the **Business** carried on by the **Insured** at the **Premises** arising solely and directly from enforcement action under the Food Safety Authority of Ireland Act 1988 or any food safety legislation current in Ireland at the time (relating to products of the **Insured** that subsequent analysis establishes are not contaminated and are safe for human consumption) the **Insurer** will pay to the **Insured** the amount of such loss, up to the amount specified in the **Schedule** for such loss, as if such enforcement action were an event of **Damage** ('deemed Damage'), but otherwise in accordance with the terms of this Business Interruption Section, less

1. any sum saved in respect of the charges and expenses of the **Business** as may cease or be reduced in consequence of the enforcement action; and
2. any sum payable to the **Insured** as compensation under the terms of the Food Safety Authority of Ireland Act or any food safety legislation current in Ireland at the time or otherwise;

and excluding

3. any loss arising from fear created by the imposition of the enforcement action; or
4. any costs incurred in the cleaning, repair, replacement, recall or checking of products.

For the purpose of this extension, the **Indemnity Period** is the period beginning with the date the enforcement action is imposed and ending not later than the date the enforcement action ceases during which the results of the **Business** are affected but not exceeding the **Maximum Indemnity Period**.

Group Interdependency

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

The **Insurer's** liability under this clause in respect of any one occurrence and in total in any one **Period of Insurance** will not exceed €250,000.

Human Disease etc. Extension

Notwithstanding the Disease Outright Exclusion in this **Policy**, if loss results from the interruption or interference with the **Business** carried on by the **Insured** at the **Premises** arising solely and directly from closure or evacuation of the whole or part of the **Insured's Premises** by order of a competent civil authority, solely and directly consequent upon the following specified events occurring at the **Insured's Premises**, the **Insurer** will pay to the **Insured** the amount of such loss, up to the amount specified in the **Schedule** for such loss, as if such specified event were an event of **Damage** ('deemed Damage'), but otherwise in accordance with the terms of this Business Interruption Section.

Specified Events:

1. Vermin or pests or defects in the drains or other sanitary arrangements; or

2. Injury, illness or disease directly caused by the consumption of food or drink provided at the **Insured's Premises**; or
3. Murder or suicide; or
4. Outbreak of the following Specified Diseases:

Acute encephalitis	Legionnaires Disease	Ophthalmia neonatorum	Tetanus
Acute poliomyelitis	Leprosy	Paratyphoid fever	Toxoplasmosis
Anthrax	Leptospirosis	Plague (bubonic, pneumonic, septicaemic)	Tuberculosis
Chickenpox	Lyme Disease	Puerperal Fever	Typhus or Typhoid fever
Cholera	Malaria	Rabies	Viral haemorrhagic fever (VHF)
Diphtheria	Measles	Relapsing fever	Viral hepatitis
Dysentery	Meningitis	Rubella	Whooping cough
Erysipelas	Meningococcal infection	Scarlet fever	Yellow fever
Legionellosis	Mumps	Smallpox	

Provided that no cover will be given where such Specified Disease is or becomes epidemic, whether or not declared as such by any competent civil authority in the area relevant to those premises, or declared or categorised by the World Health Organisation as a Public Health Emergency of International Concern or pandemic. Where such epidemic, Public Health Emergency of International Concern or pandemic occurs, this Property Insurance provides no cover at all, including for any period of interference or interruption after the confirmation of discovery of disease but prior to such disease becoming epidemic, a Public Health Emergency of International Concern or pandemic.

For the purposes of this extension:

1. This cover does not apply to any costs or expenses incurred in:
 - a. investigating, monitoring, abating, or removing any of the perils set out in sub-clauses a) to d) above, or thereafter
 - b. cleaning, detoxifying, disinfecting, decontaminating the **Insured's Premises** as a result of any of the perils set out at sub-clauses a) to d) above.
2. 'The Insured's Premises' means as detailed in the **Schedule** but does not mean any other premises as might be deemed to be the **Insured's Premises** under any other extension, endorsement or any other provision.
3. The limit of liability stated in the **Schedule** for this clause will apply in the aggregate for the **Period of Insurance** and apply to all locations combined, not to each individually.

4. The **Indemnity Period** is the period beginning with the date of the order to close or evacuate and ending not later than the date the order expires or is withdrawn, during which the results of the **Business** are affected but not exceeding the **Maximum Indemnity Period**.

Loss of Attraction

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

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

will be deemed to be **Damage** at the **Premises**

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

Loss of Licence Cover

In the event of a **Loss of Licence** during the **Period of Insurance** the **Insurer** will indemnify the **Insured** up to the **Sum Insured** specified in the **Schedule** against loss sustained in respect of:

1. the depreciation in the value of the **Insured's** interest in the **Premises** resulting therefrom
2. the costs and expenses incurred by the **Insured** with the written consent of the **Insurer** for any appeal against such **Loss of Licence**

The **Limit of Indemnity** under this clause for or all occurrences, irrespective of the number **Licences** or **Premises** concerned, during the **Period of Insurance** will not exceed €150,000

For the purpose of this extension:

Licence means a licence granted for the

1. retail sale of excisable liquors at the **Premises**; or
2. use of the **Premises** to hold civil marriage ceremonies and civil partnership ceremonies

Loss of Licence means the **Licence** being

1. forfeited or revoked under the provisions of the appropriate legislation governing the issue of such licences; or
2. refused renewal by the appropriate licensing authority after proper application

in either case, due to reasons beyond the control of the **Insured**.

Loss of Licence Conditions

1. Notification Following Loss of Licence

In the event of **Loss of Licence** the **Insured** must notify the **Insurer** within 24 hours and must provide such information and assistance as the **Insurer** may reasonably require;

2. Duty of the Insured

The **Insured** must immediately advise the **Insurer** on becoming aware of any

- a. change in tenancy or management of the **Premises** or transfer or proposed transfer of the **Licence**

- b. complaint against the **Premises** or control thereof or proceedings against or conviction of the licence-holder manager tenant or other occupier of the **Premises** for any breach of the licensing laws or any other matter whereby the character or reputation of the person concerned is affected with respect to honesty moral standing or sobriety
- c. objection to renewal or other circumstances which might endanger the **Licence** or renewal thereof

Loss of Licence Exclusions

The **Insurer** will not indemnify the **Insured** under this extension

1. Restrictions in Cover

- a. where the **Insured** is entitled to compensation by virtue of any legislation relating to the **Loss of Licence**
- b. where the **Loss of Licence** arises
 - iv. directly or indirectly by the misconduct connivance neglect delay error or omission of the **Insured** or from any other cause within or under the control of the **Insured**
 - v. by alteration of the **Premises** without consent of the appropriate authority
 - vi. by the **Premises** being closed for any period which is not required by law or not being maintained in a sanitary condition or satisfactory state of repair
- c. the **Loss of Licence** is due to any scheme of town or country planning improvement redevelopment or compulsory purchase or the surrender reduction or redistribution of licences in connection therewith
- d. the **Loss of Licence** arises through an alteration in the law
- e. any depreciation in value is not as a sole and direct result of the **Loss of Licence**

2. Consequential Loss

In respect of **Consequential Loss** of any kind

Prevention of Access

Property in the vicinity of the **Premises**, **Damage** to which will prevent or hinder use of the **Premises** or access thereto, whether the **Premises** or property of the **Insured** is damaged or not

Prevention of Access Non-Damage

Loss resulting from interruption of or interference with the **Business** in consequence of any action of the police or a competent civil authority that prevents or hinders the use of, or access to or exit from, the **Premises** in consequence of;

- a. a gas leak;
 - b. a bomb hoax; or
 - c. the detonation of munitions of war or parts thereof;
- within 500 metres of the Premises, will be deemed to be **Damage** at the **Premises**

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

Property Stored

Property Insured whilst stored anywhere within the **Territorial Limits**, elsewhere than at the **Premises**

Public Utilities (Electricity, Gas, Water & Telecommunications)

Property at any

1. generating station or sub-station of the electricity supply undertaking from which **the Insured** obtains electricity
2. land based premises of the gas supply undertaking, or of any natural gas producer linked directly there with, from which the **Insured** obtains gas
3. waterworks or pumping station of the water supply undertaking from which the **Insured** obtains water
4. land based premises of the telecommunications undertaking from which the **Insured** obtains telecommunications services
5. This extension however excludes
 - a. any loss or failure which does not involve a cessation of supply for at least four consecutive hours in respect of electricity, gas, water, or at least twenty four (24) consecutive hours in respect of telecommunications
 - b. loss resulting from failure caused by
 - i. the deliberate act of a supply undertaking in withholding the supply of water, gas, electricity or telecommunications services (unless such discontinuation is due to a deliberate act of the supply authority for the sole purpose of safeguarding life or protecting any part of the supply system or a scheme of rationing due to Damage to the supply authority's premises)
 - ii. strikes or any labour or trade dispute
 - iii. drought
 - iv. other atmospheric or weather conditions, but this will not exclude failure due to Damage to equipment caused by such conditions
 - c. loss, damage, cost or expense resulting from an impairment in the function, availability, range of use or accessibility of data, software or computer programs

Specified Customers

The premises of those customers which are detailed in the **Schedule**

Specified Suppliers

The premises of those suppliers which are detailed in the **Schedule**

Unspecified Customers

The premises of any of the **Insured's** customers within the **Territorial Limits**

Unspecified Suppliers and Storage Sites

The premises of any of the **Insured's** suppliers, manufacturers or processors of components, **Goods** or materials, but excluding the premises of any supply undertaking from which the **Insured** obtains electricity, gas or water or telecommunication services and premises not in the occupation of the **Insured** where **Property Insured** is stored, all within the **Territorial Limits**

Increase in Cost of Working Basis of Cover

ICOW – INSURING AGREEMENT

In the event of **Damage** to **Buildings** or other **Property Insured** used by the **Insured** at the **Premises** for the purpose of the **Business** by any of the **Perils** during the **Period of Insurance** and in consequence the **Business** carried on by the **Insured** at the **Premises** be interrupted or interfered with then the **Insurer** will pay to the **Insured** in respect of each Item stated in the **Schedule** the amount of loss resulting from such interruption or interference provided that

1. at the time of the happening of the **Damage** there will be in force an insurance covering the interest of the **Insured** in the **Property Insured** at the **Premises** against such **Damage** and that
 - a. payment will have been made or liability admitted therefor or
 - b. payment would have been made or liability admitted therefor but for the operation of a proviso in such insurance excluding liability for losses below a specified amount
2. the liability of the **Insurer** under this Business Interruption Section will not exceed 100% of the **Sum Insured** at the time of the **Damage**

In the absence of written notice by the **Insured** or the **Insurer** to the contrary the **Insurer's** liability will not stand reduced by the amount of any loss the **Insured** undertaking to pay the appropriate additional premium for such automatic reinstatement of cover

3. the insurance in respect of **Increase in Cost of Working** in the **Schedule** is limited to the amount of the **Increase in Cost of Working** but not exceeding the sum produced by applying the **Rate of Gross Profit** to the amount of the reduction thereby avoided

ICOW – CLAUSES

Alternative Trading

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

Auditors or Professional Accountants

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

New Business

For the purpose of any claim arising from **Damage** occurring before the completion of the first year's trading of the **Business** at the Premises the term '**Standard Gross Profit**' will bear the following meaning and not as within stated:

Standard Gross Profit – The proportional equivalent for a period equal to the **Indemnity Period** of the **Gross Profit** realised during the period between the commencement of the **Business** and the date of the **Damage**

Adjustments will be made as may be necessary to provide for

1. the trend of the **Business** and
2. variations in or other circumstances affecting the **Business**

whether before or after the **Damage** or which would have affected the **Business** had the **Damage** not occurred so that the figures thus adjusted will 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**

Trend Adjustments

The **Standard Rent Receivable** will be adjusted as may be necessary to provide for the trend of the **Business** and for variations in or other circumstances affecting the **Business** either before or after the **Damage** or which would have affected the **Business** had the **Damage** not occurred, so that the figures thus adjusted will 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**

Uninsured Standing Charges

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

Rent Receivable Basis of Cover

RENT RECEIVABLE – INSURING AGREEMENT

In the event of **Damage** to **Buildings** or other **Property Insured** used by the **Insured** at the **Premises** for the purpose of the **Business** by any of **Perils** during the **Period of Insurance** and in consequence the **Business** carried on by the **Insured** at the **Premises** be interrupted or interfered with then the **Insurer** will pay to the **Insured** in respect of each item stated in the **Schedule** the amount of loss resulting from such interruption or interference provided that

1. at the time of the happening of the **Damage** there will be in force an insurance covering the interest of the **Insured** in the **Property Insured** at the **Premises** against such **Damage** and that
 - a. payment will have been made or liability admitted therefor or
 - b. payment would have been made or liability admitted therefor but for the operation of a proviso in such insurance excluding liability for losses below a specified amount
2. the liability of the **Insurer** under this Business Interruption Section will not exceed 100% of the **Sum Insured** at the time of the **Damage**

In the absence of written notice by the **Insured** or the **Insurer** to the contrary the **Insurer's** liability will not stand reduced by the amount of any loss the **Insured** undertaking to pay the appropriate additional premium for such automatic reinstatement of cover

3. The insurance in respect of **Rent Receivable** in the **Schedule** is limited to loss of **Rent Receivable** and **Increase in Cost of Working** and the amount payable as indemnity thereunder will be
 - a. in respect of reduction in **Rent Receivable** the amount by which the **Rent Receivable** during the **Indemnity Period** will fall short of the **Standard Rent Receivable** in consequence of the **Damage**
 - b. in respect of **Increase in Cost of Working** the amount of the **Increase in Cost of Working** (subject to the provisions of the Uninsured Standing Charges Clause) but not exceeding the amount of the reduction thereby avoided

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

Provided that if the **Sum Insured** for **Rent Receivable** is less than the **Standard Rent Receivable** (or a proportionately increased multiple thereof where the **Maximum Indemnity Period** exceeds twelve (12) months) the amount payable will be proportionately reduced

RENT RECEIVABLE – CLAUSES

Alternative Trading

If during the **Indemnity Period** services will be rendered elsewhere than at the **Premises** for the benefit of the **Business** either by the **Insured** or by others on his behalf the money paid or payable in respect of such services will be brought into account in arriving at the **Rent Receivable** during the **Indemnity Period**

Auditors or Professional Accountants

1. Any particulars or details contained in the **Insured's** books of account or other business books or documents which may be required by the **Insurer** for the purpose of investigating or verifying any claim hereunder may be

- produced by auditors or professional accountants, if at the time they are regularly acting as such for the **Insured**, and their report will be prima facie evidence of the particulars and details to which such report relates
2. the **Insurer** will pay to the **Insured** the reasonable charges payable by the **Insured** to their auditors or professional accountants for producing such particulars or details or any other proofs, information or evidence as may be required by the **Insurer** and reporting that such particulars or details are in accordance with the **Insured's** books of account or other business books or documents, provided that the sum of the amount payable under this Business Interruption Section will in no case exceed the **Sum Insured** for the item

New Business

For the purpose of any claim arising from **Damage** occurring before the completion of the first year's trading of the **Business** at the **Premises** the term '**Standard Rent Receivable**' will bear the following meaning and not as within stated:

Standard Rent Receivable – The proportional equivalent for a period equal to the **Indemnity Period** of the **Rent Receivable** realised during the period between the commencement of the **Business** and the date of the **Damage**

Adjustments will be made as may be necessary to provide for

1. the trend of the **Business** and
2. variations in or other circumstances affecting the **Business**

whether before or after the **Damage** or which would have affected the **Business** had the **Damage** not occurred so that the figures thus adjusted will 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**

Trend Adjustments

The **Standard Rent Receivable** will be adjusted as may be necessary to provide for the trend of the **Business** and for variations in or other circumstances affecting the **Business** either before or after the **Damage** or which would have affected the **Business** had the **Damage** not occurred, so that the figures thus adjusted will 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**

Uninsured Standing Charges

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

Machinery Breakdown Section

MACHINERY BREAKDOWN – INSURING AGREEMENT

Notwithstanding any other terms of this **Policy** to the contrary, **Machinery Breakdown** shall be deemed to be **Damage to Property Insured** for the purposes of the Property Damage Section or Business Interruption Sections (except Increase in Cost of Work Basis of Cover) of this **Policy** as applicable provided that

1. the machinery or plant
 - a. is not operated until it has been installed with completion of its performance acceptance testing and been handed over to the **Insured** by the manufacturer or supplier ready to commence normal working; and
 - b. is suitable for service, free from known faults or defects and in sound working condition at the commencement of the **Period of Insurance**; and
 - c. is inspected, tested or certified as required under any statute, order or regulation; and
 - d. is not worked or modified beyond the specifications laid down by the manufacturer; and
 - e. is in an efficient condition (and fit for its purpose) and is serviced and maintained in accordance with the requirements specified by the manufacturer or supplier; and
2. any lifting operation involving more than one item of lifting equipment at the same time must conform to any relevant national (e.g. BS) or international (e.g. ISO) standard for multiple lifting

MACHINERY BREAKDOWN – EXCLUSIONS

Cover provided by this Machinery Breakdown Section does not apply to **Machinery Breakdown**:

1. caused by or occurring during testing, commissioning or intentional overloading of the machinery or plant, or by the application of any tool or process in the course of modification, maintenance, repair or overhaul of that machinery or plant except when caused by or occurring during
 - a. the checking of the correct working for ordinary use of the machinery or plant; or
 - b. the checking of safety installations or protective devices of the machinery or plant; or
 - c. the repair of damage to the machinery or plant for which cover is provided under this **Policy**; or
2. caused by or occurring during hydraulic testing; or
3. caused by or consisting of the burning or distortion by heat of mechanical parts of furnaces, kilns or stoking or firing units; or
4. consisting of **Damage** to:
 - a. painted or polished surfaces; or
 - b. non-metallic protective linings and bands, brushes, pipes or hoses, rubber tyres, driving or conveyor belts, ropes or chains, sieves and batteries; or
 - c. exchangeable tools of all kinds, including drills crushers, patterns for casting, knives, saw blades, stones and stamps; or
 - d. foundation blocks and brick linings of furnaces, ovens and container, firing grids, burner nozzles; or
 - e. fuels, filter fillings, cooling media, cleaning products, lubricants, oil fillings, catalysts, chemicals or contact agents; or
5. caused by or consisting of **Damage** to machinery or plant which is prototype, experimental or untried; or

6. consisting of **Damage** to:
 - a. computer or data processing equipment (unless linked and wholly dedicated to the control of any machine or production or treatment process); or
 - b. communications or alarm systems, vending machines, games machines, office equipment including but not limited to typewriters, adding machines, calculators, facsimile machines, and equipment for the printing or reproduction of documents or other records; or
 - c. any item or part the **Property Insured** sold, supplied, processed, serviced, manufactured or stored in the course of the **Business**; or
 - d. vehicles or self-propelled machinery other than purpose built lifting and handling machinery; or
 - e. machinery and plant located underground.

Goods in Transit Section

GOODS IN TRANSIT – INSURING AGREEMENT

The **Insurer** will, subject to the **Limit of Indemnity**, indemnify the **Insured** against:

1. **Damage** to **Goods** whilst in or on any road **Vehicle** operated by the **Insured** or hauliers or by parcel post or by rail
2. expenses reasonably incurred in
 - a. the transfer of **Goods** to another road **Vehicle** and the delivery to the original destination or return to the place of despatch necessitated by fire, collision or overturning of any road **Vehicle** operated by the **Insured**
 - b. the reloading on to any road **Vehicle** operated by the **Insured** of any **Goods** which have fallen from such **Vehicle**
 - c. the removal of debris and site clearance consequent upon **Damage** to **Goods**
 - d. breaking up or dismantling **Goods** as required to facilitate 2(a), 2(b) and 2(c) above
3. sue and labour costs falling to be paid by the **Insured** for (1) and (2) above

whilst the **Goods** are **In Transit** within the **Territorial Limits**

In addition, the **Insurer** will, subject to the **Limit of Indemnity**, indemnify the **Insured** against **Damage** to:

- a. tarpaulin sheets and ropes used whilst being carried on any road **Vehicle** operated by the **Insured** within the **Territorial Limits** limited to €1,000 for any one loss
- b. **Personal Effects** whilst in any road **Vehicle** operated by the **Insured** within the **Territorial Limits** limited to €250 for any one loss

GOODS IN TRANSIT – DEFINITIONS

The words defined below are additional definitions to this Goods In Transit Section. The words will have the same meaning wherever they appear in bold letters within this Goods In Transit Section and the **Schedule** and **Endorsements** in respect of this Goods In Transit Section and take precedence over any General Definitions to the contrary.

Working Hours means the whole period during which the **Vehicle** is being worked by its driver

GOODS IN TRANSIT – CONDITIONS

Alarms and Immobilisers

Any alarm or immobiliser system will be serviced and maintained by a qualified person and no alterations to the system will be made without the prior approval of the **Insurer**

Condition of Average (Underinsurance)

If the value of the **Goods** contained in any one package or **Vehicle** or if the total value at risk at any one location will at the time of **Damage** thereto exceed the **Limit of Indemnity** the **Insured** will be considered as being its own insurer for the difference and will bear a rateable share of the loss accordingly

Security

Whenever a **Vehicle** operated by the **Insured** and carrying **Goods** is unattended it will be protected as follows:

1. during **Working Hours** all doors and windows and other means of access will be securely fastened and locked
2. at all times out of **Working Hours**
 - a. all doors and windows and other means of access will be securely fastened and locked and any alarm and immobiliser will be switched on and made fully operational and
 - b. either garaged in a securely locked building of substantial construction or placed in a compound which has secure walls and/or fences and securely locked gates or in a guarded security park

GOODS IN TRANSIT – EXCLUSIONS

This Goods In Transit Section does not cover

1. claims in respect of or arising out of
 - a. depreciation, delay, inadequate documentation, consequential loss
 - b. wear and tear, breakdown of refrigeration, defective packing, mildew, vermin, contamination
 - c. the carriage of explosives or other dangerous goods
 - d. the carriage of livestock, gold or silver articles, precious metals or stones, jewellery, watches, furs, wines, spirits, tobacco, cigars and cigarettes, television sets, DVD players and recorders, digital television decoders, audio equipment, computers, computer games consoles and the like, non-ferrous metals and scrap, **Money**, stamps, stamp collections, or bonds unless specifically agreed and endorsed in the **Schedule** to this Goods In Transit Section
 - e. loss from a soft topped, open topped, open sided or curtain sided **Vehicle** caused by theft or attempted theft (unless the **Vehicle** is stolen at the same time) or storm
2. **Damage** to containers, trailers or demountable vans or the like

Specified Items All Risks Section

SPECIFIED ITEMS ALL RISKS – INSURING AGREEMENT

In the event of **Damage** to the **Property Insured** occurring within the Geographical Limits specified in the **Schedule**, the **Insurer** will indemnify the **Insured** against such **Damage** at their option by payment or by repair, reinstatement or replacement of such items but in no circumstances will the liability of the **Insurer** exceed in respect of each item the **Sum Insured** thereon or the intrinsic value thereof whichever is the lesser

SPECIFIED ITEMS ALL RISKS – CONDITION

Condition of Average (Underinsurance)

The **Sum Insured** by each item of this Specified Items All Risks Section is declared to be separately subject to Average.

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

SPECIFIED ITEMS ALL RISKS – EXCLUSIONS

This Specified Items All Risks Section does not cover

1. **Damage** caused by
 - a. wear and tear, moth, vermin, atmospheric or climatic conditions or any gradually operating cause
 - b. alterations, maintenance, repairs, or any process of cleaning or restoring
 - c. delay, confiscation or detention by order of any government or public authority
 - d. counterfeit, substitute or foreign coins
 - e. mechanical or electrical breakdown or derangement
2. breakage of electrical valves, bulbs or tubes unless forming part of the **Property Insured** and fixed therein and happening as the result of **Damage** to such **Property Insured**
3. the contents of machines unless such contents are shown in the **Schedule**
4. depreciation, contamination, consequential loss or consequential **Damage** of any kind or description
5. **Damage** consequent upon any person obtaining any **Property Insured** by deception
6. **Damage** or unexplained shortages to the **Property Insured** from any unattended **Vehicle** owned or operated by the **Insured**, unless, at the time of such **Damage** or unexplained shortage,
 - a. all doors, windows and other means of access have been securely fastened and locked and any alarm or immobiliser switched on and made fully operational and all keys to doors, ignition or other services removed
 - b. between the hours of 8pm to 6am, the **Vehicle** is in a securely locked building of substantial construction or placed in a compound which has secure walls or fences and securely locked gates or in a guarded security park
 - c. the **Property Insured** is concealed from view in the luggage compartment

Money Section

MONEY – INSURING AGREEMENT

The **Insurer** agrees to indemnify the **Insured** for **Damage** to or in respect of

1. **Non Negotiable Documents**
2. **Money** whilst
 - a. on the **Premises** outside **Business Hours** not contained in locked safes or strongrooms
 - b. in the private residence of the **Insured** or any authorised partner, director or **Employee** of the **Insured**
 - c. on the **Premises** outside **Business Hours** contained in locked safes or strongrooms described in the **Schedule**
 - d. on the **Premises** during **Business Hours**
 - e. in transit between the **Premises** and the **Insured's** place of banking whilst in the custody of the **Insured** or the **Insured's** authorised representative

held in connection with the **Business** for amounts not exceeding the applicable **Limit of Indemnity**

MONEY – EXTENSIONS

Assault

If in connection with the **Business** the **Person Insured** suffers bodily injury caused solely and directly as a result of robbery or attempted robbery the **Insurer** will pay to the **Insured** or his legal personal representative the appropriate amount(s) as specified in the Compensation Table below

COMPENSATION TABLE		€
1.	DEATH	13,000
2.	TOTAL AND PERMANENT LOSS OF ALL SIGHT IN ONE OR BOTH EYES	13,000
3.	TOTAL LOSS BY PHYSICAL SEVERANCE OF A HAND AT OR ABOVE THE WRIST OR OF A FOOT AT OR ABOVE THE ANKLE OR THE TOTAL AND PERMANENT LOSS OF USE OF ONE OR BOTH HANDS OR FEET	13,000
4.	PERMANENT TOTAL DISABLEMENT OTHER THAN SHOWN IN (2) AND (3) ABOVE	13,000
5.	REIMBURSEMENT OF INCURRED MEDICAL EXPENSES	750
6.	DAMAGE TO CLOTHING AND PERSONAL EFFECTS BELONGING TO THE PERSON INSURED	750
7.	TEMPORARY TOTAL DISABLEMENT	100 per week

Compensation Clauses

1. Compensation for (7) Temporary **Total Disablement** will be
 - a. payable for a period not exceeding 104 weeks from the commencement of the relevant assault
 - b. payable when the total amount has been agreed or at the request of the **Insured** at intervals of not less than four weeks (but not in advance) commencing four weeks after receipt of written notice by the **Insurer** of any applicable bodily injury
2. Compensation will not be payable for
 - a. any of (1) to (5) and (7) unless occurring within two years of sustaining the relevant bodily injury
 - b. more than one item under the Compensation Table other than (7)
3. Compensation payable under (7) will be deducted from any compensation payable under (1) to (4) arising from the same bodily injury

Safes and Strongrooms

This Money Section is extended to include **Damage** caused by thieves to safes and strongrooms, stamp franking machines, approved security cases, bags or waistcoats containing the **Non Negotiable Documents** or **Money** insured hereby provided that the liability of the **Insurer** in respect of any one loss does not exceed €5,000

MONEY – DEFINITIONS

The words defined below are additional definitions to this Money Section. The words will have the same meaning wherever they appear in bold letters within this Money Section and the **Schedule** and **Endorsements** in respect of this Money Section and take precedence over any General Definitions to the contrary.

Business Hours means the **Insured's** usual office hours and the working hours (including overtime) during which the **Insured**, his principals or persons employed entrusted with **Money** and **Non Negotiable Documents** are on the **Premises** for the purpose of the **Business**

Medical Expenses shall mean reasonable expenses necessarily incurred in respect of the **Person Insured** for medical, hospital, surgical, manipulative, massage, therapeutic, x-ray or nursing treatment including the cost of medical supplies and ambulance hire

Non Negotiable Documents means crossed cheques, crossed Girocheques, crossed postal or money orders, crossed bankers' drafts and unused units in postage stamp franking machines the property of the **Insured** or for which the **Insured** is responsible in the course of the **Business**

Permanent means lasting 24 calendar months and at the expiry of that period being beyond hope of improvement

Person Insured shall mean any director, manager or partner of the **Insured** or person employed by the **Insured** aged not less than 16 years and not more than 70 years

Total Disablement means disablement which necessarily and continuously disables a **Person Insured** from attending to his usual occupation

MONEY – CONDITION

Money in Transit

When **Money** or **Non Negotiable Documents** in excess of €6,000 are in transit between the **Premises** and the **Insured's** place of banking, in the custody of the **Insured** or the **Insured's** authorised representative, they must be escorted as follows

AMOUNT IN TRANSIT €	MINIMUM ESCORT
6,001 TO 14,000	TWO ABLE BODIED PERSONS (INCLUDING CARRIER)
14,001 TO 20,000	THREE ABLE BODIED PERSONS (INCLUDING CARRIER)
20,001 AND OVER	SPECIALIST SECURITY COMPANY

Protections

Whenever the **Premises** are closed for business or left unattended all security devices provided to protect the **Premises** must be properly fitted and put into full operation

Records and Keys

It is a condition of the **Insurer's** liability under this Money Section that

1. a complete record is kept of any **Money** and **Non Negotiable Documents**
2. such record is deposited in a secure place other than in the safes and strongrooms containing the **Money** and **Non Negotiable Documents**
3. outside **Business Hours** the safes and strongrooms are kept locked and the keys of the safes and strongrooms are removed from the **Premises**

MONEY – EXCLUSIONS

This Money Section does not cover **Damage** consisting of or arising from

1. shortages due to clerical or accounting errors
2. the fraud or dishonesty of any authorised partner, director or **Employee** of the **Insured**
 - a. not discovered within seven working days of its first occurrence
 - b. more specifically insured by any other insurance except in respect of any loss beyond the amount payable under such other insurance
3. **Money** or **Non Negotiable Documents** from or within
 - a. vending or gaming machines unless specifically stated in the **Schedule**
 - b. unattended vehicles
4. **Money** or **Non Negotiable Documents** elsewhere than within the **Territorial Limits**
5. Unexplained loss or disappearance

Computer Breakdown Section

The **Insured** will only have cover under this *Computer Breakdown Section* if it is stated as operative in the **Schedule**. The cover granted under this *Computer Breakdown Section* is subject to the **Policy's General Conditions, Definitions** and *Exclusions* and the *Property Insurance Conditions and Exclusions* unless otherwise expressly stated.

COMPUTER BREAKDOWN – INSURING AGREEMENT

In the event of **Computer Breakdown** of **Office Computer Equipment** during the **Period of Insurance**, the **Insurer** will pay the **Insured**:

1. The value of such **Office Computer Equipment** at the time of the **Computer Breakdown** or, at the **Insurer's** option, reinstate or replace such **Office Computer Equipment** or any part of it; and
2. The additional reasonable expenditure necessarily incurred by the **Insured** as a result of the **Computer Breakdown** to prevent or minimise the interruption or interference with the **Business**.

COMPUTER BREAKDOWN – LIMIT OF INDEMNITY

The liability of the **Insurer** under this *Computer Breakdown Section* will not exceed:

1. The total **Sum Insured** or any other **Limit of Indemnity** at the time of the **Computer Breakdown** as stated in the **Schedule** for this *Computer Breakdown Section*; or
2. The **Sum Insured** (or any other **Limit of Indemnity**) for **Office Computer Equipment** as stated in the **Schedule** for this *Computer Breakdown Section* remaining after deduction for any other **Computer Breakdown** occurring during the same **Period of Insurance**, unless the **Insurer** has agreed to reinstate any such **Sum Insured** (or **Limit of Indemnity**).

COMPUTER BREAKDOWN – DEFINITIONS

The words defined below are additional definitions for this *Computer Breakdown Section*. The words will have the same meaning wherever they appear in bold letters within this *Computer Breakdown Section*, the **Schedule** and **Endorsements** relating to this *Computer Breakdown Section* and take precedence over any *General Definitions* to the contrary.

Computer Breakdown means **Damage** caused by sudden, accidental mechanical or electrical breakdown of **Office Computer Equipment** by internal causes or power fluctuations which requires repair or replacement to resume normal working use for the purposes of the **Business**.

Office Computer Equipment means physical office computer equipment at the **Premises**, which is the property of the **Insured** or held in trust by the **Insured** and for which the **Insured** is responsible, including:

1. All computer equipment (including interconnecting wiring, fixed discs, data carrying materials and communications of electronically processed data) but excluding any such computer equipment controlling a manufacturing process; and
2. Ancillary equipment solely for the use with computer equipment comprising air conditioning equipment generating equipment, uninterruptible power supply, voltage regulating equipment, electronic access equipment, heat, smoke and water detection equipment, lighting and transient over voltage protection devices, computer furniture, gas flooding cylinders and pipe work and computer room partitioning.

COMPUTER BREAKDOWN - EXTENSIONS

Additional Lease Charges

The **Insurer** will pay for additional lease or hire charges for the replacement of a lease or hire agreement for **Office Computer Equipment** necessarily and reasonably incurred with **Insurer's** prior consent as a result of insured **Computer Breakdown**, but:

1. The **Insurer** will not be responsible for charges for a period in excess of the expiry date of the original agreement, or for a maximum period of 12 months, whichever is earlier; and
2. The **Insurer's** liability in respect of any one claim will not exceed the amount stated in the **Schedule** for this *Extension*.

Reinstatement of Data

In the event of insured **Computer Breakdown**, the **Insurer** will pay for the costs of recompiling, restoring or reinstating **Data** or software or to replace third party software, but the **Insurer's** liability for any one claim will not exceed the amount stated in the **Schedule** for this *Extension*.

COMPUTER BREAKDOWN - CONDITIONS

Backup

The **Insured** must ensure:

1. **Data** records are backed up on a daily basis and safely stored off site;
2. Backup facilities are kept in effective working order to ensure business continuity in the event of **Damage**; and
3. Backup arrangements must be regularly tested.

Failure to comply may mean that the **Insurer** is not obliged to pay any claim under this section.

Information security

The **Insured** must:

1. Maintain an effective information security policy for all **Employees**, networks and systems;
2. Ensure that access to all networks and systems is protected by individual user identifications and passwords which are changed every 90 days;
3. Firewalls are in place in for of all networks and systems;
4. Ensure that remote users are authenticated before being granted access to the **Insured's** networks and systems; and
5. Ensure that anti-virus software is installed and kept in up to date and effective working order in respect of all **Computer Equipment**.

Failure to comply may mean that the **Insurer** is not obliged to pay any claim under this section.

Maintenance Agreement

There is no cover under this *Computer Breakdown Section* unless the **Insured** takes all reasonable precautions to prevent **Computer Breakdown** to the **Office Computer Equipment**, including ensuring that there is in force a maintenance agreement warranty or guarantee for the **Office Computer Equipment**.

COMPUTER BREAKDOWN - EXCLUSIONS

In addition to the *General Exclusions* to this **Policy**, the cover provided by this *Computer Breakdown Section* does not apply to any loss or **Damage** caused by or consisting of:

1. Consequential loss except as expressly insured by this *Computer Breakdown Section*;
2. Any additional expenditure incurred during the first four hours following any **Computer Breakdown**;
3. Items such as:
 - i) personal items belonging to staff or customers including laptops and other computer equipment;
 - ii) mobile phones, digital cameras, photocopiers, facsimile machines; or
 - iii) **Stock, Target Stock or Stock in the Open**.
4. Any item while outside of the **Premises**;
5. The value of **Data**, the loss of Bitcoin or any other electronic or cyber currency or equivalent;
6. Loss for which manufacturers, suppliers or agents are responsible for under a guarantee or maintenance agreement;
7. Loss for which the **Insured** is not responsible under a lease, hire or rental agreement;
8. The costs and expenses of replacing:

- i) Programmes;
- ii) Software;
- iii) **Office Computer Equipment**; or
- iv) Any item whether or not tangible;

that is no longer supported by the manufacturer or supplier;

- 9. Inventory losses or unexplained disappearances;
- 10. Tests, experiments or inspections.
- 11. Abnormal working conditions;
- 12. Failure to correctly install any equipment, system, software or programme;
- 13. Defects, incompatibilities or errors that begin before the inception of this **Policy**;
- 14. Programming errors or design defects in software;
- 15. Failure to install, operate, maintain or update **Computer Equipment** or associated items, software, programmes and systems whether tangible or not in accordance with manufacturers' or supplier's instructions;
- 16. Software or programmes that are prototype, experimental or untried;
- 17. The deliberate act of any telecommunications authority or the exercise by any authority of its powers to withhold or restrict operation of the system or the inability of the authority to maintain the system due to industrial action by its employees; and
- 18. The use of any equipment which is not approved by the telecommunication authority as properly installed and compatible.

Deterioration In Stock Section

The **Insured** will only have cover under this *Deterioration in Stock Section* if it is stated as operative in the **Schedule**. The cover granted under this *Deterioration in Stock Section* is subject to the **Policy's General Conditions, Definitions and Exclusions** and the *Property Insurance Conditions and Exclusions* unless otherwise expressly stated.

DETERIORATION IN STOCK – INSURING AGREEMENT

In the event of **Deterioration of Stock** as a result of an **Accident** during the **Period of Insurance**, the **Insurer** will pay the **Insured** the value of the insured **Stock** as calculated using the **Basis of Settlement** below if all **Freezers** are:

1. Only operated when properly installed, performance acceptance testing is complete and handed over to the **Insured** by the manufacturer or supplier ready for regular use;
2. Suitable for service, without known faults or defects and in good working condition at the start of the **Period of Insurance**;
3. Inspected, tested or certified as required by any relevant law, order or regulation;
4. Not used or altered beyond the specifications set by the manufacturer; and
5. In efficient and fit-for-purpose condition and maintained and serviced in accordance with manufacturer or supplier requirements at all times.

DETERIORATION IN STOCK – LIMIT OF LIABILITY

The liability of the **Insurer** under this *Deterioration of Stock Section* will not exceed:

1. The total:
 - i) **Limit of Liability** for **Stock** at the time of the **Accident** as shown in the **Schedule**; or
 - ii) the **Limit of Liability** in any particular **Freezer** as shown in the **Schedule**,whichever is the lower; or
2. The **Limit of Liability** remaining after deduction for any other **Deterioration of Stock** occurring during the same **Period of Insurance** unless the **Insurer** has agreed to reinstate any such **Limit of Indemnity**.

DETERIORATION IN STOCK – DEFINITIONS

The words defined below are additional definitions for this *Deterioration of Stock Section*. The words will have the same meaning wherever they appear in bold letters within this *Deterioration of Stock Section*, the **Schedule** and **Endorsements** relating to this *Deterioration of Stock Section* and take precedence over any *General Definitions* to the contrary.

Accident means a sudden and unforeseen change in the temperature of a **Freezer** as a result of:

1. **Damage** to the **Freezer** or its associated equipment including wiring;
2. Escape of refrigerant fumes; or
3. Accidental and unforeseen failure of the **Insured's** electricity supply.

Deterioration means progressive changes and decline in the quality of **Stock** that would otherwise be prevented by its being stored in a **Freezer** at an appropriate temperature and that causes the **Stock** to be unusable for its normal intended use for the purposes of the **Business**.

Freezer means frozen or chilled compartment, cabinet or space for cold storage that is used by the **Insured** at the **Premises** for the purposes of the **Business** and that is owned or held in trust by the **Insured** or for which the **Insured** is responsible.

Stock means items owned by the **Insured** or held in trust for the **Insured** or for which the **Insured** is responsible, and which must be stored in a **Freezer** to maintain or preserve features which are necessary for normal intended use for the purposes of the **Business**.

DETERIORATION IN STOCK - CONDITIONS

Basis of Settlement

In the event of **Deterioration** of **Stock** as insured by this **Policy**, and subject to the terms of this **Policy** including the *Average (Underinsurance) Condition*, the liability of the **Insurer** will be limited to:

1. The cost of replacing the insured **Stock**;
2. Costs and expenses which are necessarily and reasonably incurred with the **Insurer's** consent caused by:
 - i) associated costs of processing and packaging which are necessarily and reasonably incurred; and
 - ii) disposal of waste **Stock**,

less any amount received by the **Insured** from the sale or use of insured **Stock**.

DETERIORATION IN STOCK - EXCLUSIONS

This *Deterioration of Stock Section* does not cover loss or **Damage** consisting of or caused by:

1. **Deterioration** and any other changes that would not be prevented by refrigeration in any event;
2. Inherent defects in the **Stock**;
3. **Freezers** or associated equipment that is more than ten years old;
4. **Freezers** or associated equipment that is improperly maintained or operated inconsistently with instructions from the manufacturer, supplier or maintenance professionals;
5. Any loss for which the **Insured** has cover under the *Care, Custody and Control Extension* in the *General Liability Insurance* of this **Policy**;
6. **Employee** personal effects;
7. Any loss that does not directly result from the **Accident** that has caused the claim;
8. Fire, lightning, flood, explosion, aircraft or other aerial devices, or articles dropped from either, occurring at the **Premises**;

9. Acts of malicious persons, rioters, strikers, civil commotion, locked out workers or individuals involved in labour disturbances or cessation of work whether involving physical force or violence or not;
10. A failure of the supply of electricity caused by:
 - i) a deliberate act of a utilities supplier not performed for the sole purpose of safeguarding life or protecting any part of the supply system;
 - ii) a scheme of rationing not necessitated by loss, destruction or damage to the supplier's generating or supply equipment; or
 - iii) industrial action; or
11. Wilful neglect

Book Debts Section

BOOK DEBTS – INSURING AGREEMENT

In the event of **Damage** to the **Insured's** books of account or other business books or records at the applicable **Premises** and the **Insured** in consequence thereof being unable to trace or establish the **Outstanding Debit Balances** in whole or in part due to them then the **Insurer** will pay to the **Insured**

1. the difference between the **Outstanding Debit Balances** and the total of the amounts received or traced in respect thereof
2. the additional expenditure incurred with the prior written consent of the **Insurer** in tracing and establishing customers' debit balances

provided that the liability of the **Insurer** under this Book Debts Section will not exceed the **Sum Insured** in respect of the **Outstanding Debit Balances** specified in the **Schedule**

BOOK DEBTS – EXTENSIONS

Professional Accountants' Charges

The **Insurer** will pay the reasonable charges payable by the **Insured** to their auditors or professional accountants for producing any particulars or details or any other proofs information or evidence as may be required by the **Insurer** under the term of this Book Debts Section and reporting that such particulars or details are in accordance with the **Insured's** books of account or other business books or documents

BOOK DEBTS – DEFINITIONS

Notwithstanding the General Definitions of this **Policy**, the words defined below will have the following special meanings wherever they appear in bold letters within this Book Debts Section

Outstanding Debit Balances means the sums outstanding in the **Insured's** records of the individual amounts owed to them by customers adjusted for

1. bad debts; or
2. amounts debited (or invoiced but not debited) and credited (including credit notes and cash not passed through the books at the time of the **Damage**) to customers.

BOOK DEBTS – CONDITIONS

Condition of Average (Underinsurance)

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

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

BOOK DEBTS – EXCLUSIONS

This Book Debts Section does not cover claims in respect of or arising out of

1. erasure or distortion of information on computer systems or other records
2. deliberate falsification of business records by the **Insured**

3. mislaying or misfiling of tapes and records by the **Insured**
4. the deliberate act of the public supply undertaking in restricting or withholding electricity supply
5. wear and tear and gradual deterioration, vermin, rust, damp or mildew
6. the connivance by an **Employee**

General Liability Insurance

GENERAL LIABILITY – EXTENSIONS

Applicable to Employers' Liability, Public Liability and Product Liability Sections unless otherwise stated

Court Attendance Costs

In the event of any of the under mentioned persons attending court as a witness at the request of the **Insurer** in connection with a claim in respect of which the **Insured** is entitled to indemnity under any General Liability Section, the **Insurer** will provide compensation to the **Insured** at the following rates per day for each day on which attendance is required

1. €250 for the **Insured** or any of the directors or partners of the **Insured**; and
2. €100 for any **Employee**

Cross Liabilities

If the **Insured** comprises more than one party the **Insurer** will, under the Public Liability or Product Liability Sections, provide indemnity to each such **Insured** in the same manner and to the same extent as if a separate policy had been issued to each of them

Provided that nothing in this Extension increases the liability of the **Insurer** to pay any amount exceeding the **Limit of Liability** regardless of the number of persons claiming to be indemnified

Indemnity to Principal

The **Insurer** will, subject otherwise to the terms, exceptions, conditions and **Endorsements** of this **Policy**, indemnify any principal under the Employers' Liability or Public Liability Sections against liability in respect of **Injury** or **Damage** to property to the extent that any contract or agreement entered into by the **Insured** with any principal so requires

Provided that

1. an indemnity would have been provided had a claim been made against the **Insured**; and
2. the principal will observe, fulfil and be subject to, the terms and conditions of this **Policy** as far as they can apply; and
3. the conduct and control of claims is vested in the **Insurer**; and
4. the indemnity will not apply to liability in respect of liquidated damages or under any penalty clause; and
5. the indemnity granted under the Employers' Liability Section will only apply in respect of liability to any person who is an **Employee**

Legal Costs Extension

The **Insurer** will indemnify the **Insured** and, at the request of the **Insured**, any director, partner or **Employee** of the **Insured**, in respect of legal costs and expenses incurred with the **Insurer's** consent in the defence of any prosecution or incurred in connection with appeal against conviction arising from such prosecution under Sections 77(1)(a) and 77(2)(a) of the Safety, Health and Welfare at Work Act 2005 provided that

1. the proceedings relate to an offence alleged to have been committed during the **Period of Insurance** and in the course of the **Business** and in connection with a claim in respect of which the **Insured** is entitled to indemnity under this **Policy**; and
2. the **Insurer** will not provide indemnity in respect of

- a. fines or penalties of any kind, remedial or publicity orders, or prosecution costs imposed as a consequence of such prosecution; and
 - b. any circumstances for which indemnity is provided by any other insurance; and
 - c. proceedings consequent upon a deliberate act by, or omission of, any person otherwise entitled to indemnity under this Extension if the result thereof could reasonably have been expected having regard to the nature and circumstances of such act or omission; and
 - d. proceedings which arise out of any activity or risk excluded from this **Policy**
3. The liability of the **Insurer** in respect of all such legal costs and expenses will not exceed the sum of €1,000,000 in respect of each and every occurrence of proceedings whether relating to one or more alleged offences

GENERAL LIABILITY – DEFINITIONS

The words defined below are additional definitions for the General Liability Sections. The words will have the same meaning wherever they appear in bold letters within a General Liability Section and the **Schedule** and **Endorsements** in respect of the General Liability Sections and take precedence over any General Definitions to the contrary.

Damages means compensatory damages awarded by a court. It does not mean:

1. that part of a damages award that results from the multiplication of compensatory damages; or
2. aggravated damages; or
3. exemplary damages; or
4. fines, penalties or other pecuniary sanction;
5. imposed by a court or state authority or agency

Products means any goods or products (including containers, labelling instructions or advice provided in connection therewith) manufactured, sold, supplied, erected, repaired, altered, treated, transported, serviced or installed by the **Insured** in the course of the **Business**

GENERAL LIABILITY – CONDITIONS

Claims Procedure

1. The **Insured** must give the **Insurer** notice of any event or circumstance that might give rise to a claim under any General Liability Section as soon as reasonably practicable, with the fullest particulars the **Insured** has obtained, and must continue to provide the **Insurer** with all additional information as the **Insurer** may reasonably require; and
2. The **Insured** must forward to the **Insurer** any correspondence, letter of claim, Claim Form, Particulars of Claim, writ, summons, petition, notice of impending prosecution or other similar process that relates to any event or circumstance that might give rise to a claim under any General Liability Section, as soon as it is received by the **Insured**; and
3. The **Insured** must not admit fault to anyone or negotiate, offer or enter into any settlement of any claim without the prior written consent of the **Insurer**; and
4. The **Insured** must permit the **Insurer**, at the **Insurer's** election, to take over the conduct and control of the defence, settlement, counterclaim or claim for contribution or indemnity, in the name of the **Insured**, and must support and cooperate with the **Insurer** to this end,
5. The **Insurer** may pay all or part of the **Excess** in respect of the settlement of any claim and seek reimbursement from the **Insured**. If it does so, the amount of **Excess** paid by the **Insurer** must be reimbursed by the **Insured** at the **Insurer's** request.

The **Insurer** may at any time pay the applicable **Limit of Liability** or any lesser amount necessary to settle a claim or a series of claims, including claimant's costs, and will after that payment relinquish the conduct and

control of the defence of that claim or claims and will have no further liability to the **Insured** for that claim or those claims, including claimant's costs, or any defence costs incurred after that payment.

Defence Costs Apportionment (Not applicable to Employers' Liability Section)

Where the amount of a claim for **Damages** against the **Insured** exceeds the **Limit of Liability**, the liability of the **Insurer** to pay any legal costs to settle or defend that claim, or to recover contribution or indemnity from another party, will be in proportion to the **Insurer's** share of the total **Damages** awarded or settled.

Personal Protective Equipment

It is a condition that

1. all **Employees** are made aware of the dangers of not using personal protective equipment; and
2. personal protective equipment is provided by the **Insured**; and
3. a register is maintained which demonstrates that **Employees** have received appropriate training, and are fully conversant with, the way in which to access such personal protective equipment

Sub-Contractors

The **Insured** will take all reasonable steps to ensure all sub-contractors have Employers' Liability and Public Liability insurances in respect of liability at law for **Injury** and **Damage** to property arising in connection with the **Business** and that

1. the **Limit of Liability** of the Public Liability insurance be not less than €6,500,000 in respect of any one claim or number of claims arising out of one cause; and
2. such insurances have been extended to indemnify the **Insured** as principal against all liability for such **Injury** and **Damage** to property

GENERAL LIABILITY – EXCLUSIONS

Applicable to Employers' Liability, Public Liability and Product Liability Sections unless otherwise stated

Notwithstanding any other terms of this **Policy** to the contrary, no General Liability Section will indemnify the **Insured** for:

Cyber Related Liability

any liability arising out of the compromise of the confidentiality, availability, functionality, or integrity of electronic data or information, or digital services, arising out of the use of any information and communication technology (ICT) network or system such as the internet and telecommunication networks (including the inability to use such ICT network or system due to its inoperability or malfunction).

Epidemics and W.H.O. Declarations

any liability arising out of:

1. an outbreak of a disease that becomes an epidemic whether or not declared to be an epidemic by any competent civil authority; or
2. an outbreak of a disease declared or categorised by the World Health Organisation as a pandemic; or
3. a Public Health Emergency of International Concern as declared by the World Health Organisation.

For the avoidance of doubt, where an epidemic, pandemic or Public Health Emergency of International Concern occurs, the **Insurer** will not indemnify any such liability whether arising in the period prior to or following such epidemic, pandemic or Public Health Emergency of International Concern occurring or being declared.

Jurisdiction

any claim brought against the **Insured** within the jurisdiction of the United States of America or Canada or in any country or territory which operates under the laws of the United States of America or Canada or in respect of any order made anywhere in the World to enforce a judgment, award or settlement in respect of any such claim

Pollution or Contamination (Not applicable to Employers' Liability Section)

any liability in respect of **Pollution or Contamination** other than 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**. All **Pollution or Contamination** which arises out of such incident shall be deemed to have occurred at the time such incident takes place.

Employers' Liability Section

EMPLOYERS' LIABILITY – INSURING AGREEMENT

The **Insurer** will indemnify the **Insured** against

1. all sums which the **Insured** becomes legally liable to pay as **Damages** including related claimants' legal costs for **Injury** sustained by any **Employee** arising out of and in the course of his employment by the **Insured** in the **Business** and caused during the **Period of Insurance**
 - a. in the **Territorial Limits** including transits there between or
 - b. whilst outside the **Territorial Limits** temporarily for up to 90 days provided that any such **Employee** is
 - i. ordinarily resident within the **Territorial Limits**, and
 - ii. engaged by the **Insured** in clerical, supervisory or managerial work
2. all reasonable legal costs necessarily incurred by the **Insured** with the prior written consent of the **Insurer** to settle or defend, or to recover contribution or indemnity from another party in relation to any claim against the **Insured** which may be the subject of indemnity under this Employers' Liability Section

Limit of Liability

The maximum liability of the **Insurer** payable under this Employers' Liability Section in respect of any one claim against the **Insured** or series of claims against the **Insured** arising out of one occurrence inclusive of all reasonable legal costs necessarily incurred will not exceed the applicable **Limit of Liability**

EMPLOYERS' LIABILITY – EXTENSIONS

Unsatisfied Court Judgments

Where a judgment for **Damages** including related claimants' legal costs has been obtained by any **Employee** or the legal personal representatives of any **Employee**

1. in respect of **Injury** sustained by the **Employee** arising out of and in the course of his employment by the **Insured** in the **Business** caused during the **Period of Insurance** and
2. against any company or individual operating from or resident in premises within **Territorial Limits**

and such judgment remains unsatisfied, in whole or in part, 6 months after the date of judgment, at the request of the **Insured**, the **Insurer** will pay to the **Employee**, or the said legal personal representatives, the amount of any such **Damages** and any awarded costs to the extent that they remain unsatisfied

Provided that:

1. all reasonable steps must be taken by the **Insured** to enforce such judgment; and
2. the **Insured** would have been indemnified had **Damages** been awarded against the **Insured**; and
3. there is no appeal outstanding; and
4. if any payment is made by the **Insurer**, the **Employee** or the said legal personal representatives will assign the judgment to the **Insurer** and provide all reasonable assistance to the **Insurer** to enable it to enforce the judgment; and
5. this Employers' Liability Section is only operative at the time that such **Injury** is caused; and
6. the liability of the **Insurer** for **Damages**, costs and expenses will not exceed the **Limit of Liability**; and
7. there is no cover for judgments made in any court outside of the **Territorial Limits**.

EMPLOYERS' LIABILITY – EXCLUSIONS

The **Insurer** will not indemnify the **Insured** under this Employers' Liability Section against liability for **Injury** sustained by any **Employee**

1. in respect of which compulsory insurance or security is required to be arranged by the **Insured** under relevant road traffic legislation or other laws of the place comprising the **Territorial Limits**; or
2. whilst **Offshore**

Public Liability Section

PUBLIC LIABILITY – INSURING AGREEMENT

The **Insurer** will indemnify the **Insured** against all sums which the **Insured** becomes legally liable to pay as **Damages** including related claimants' legal costs for

1. **Injury** to any person or
2. **Damage** to property or
3. obstruction, trespass, nuisance or interference with any right of way, air, light or water or other easement or
4. wrongful arrest, wrongful detention, false imprisonment or malicious prosecution

arising in connection with the **Business** and occurring within the **Territorial Limits** during the **Period of Insurance**

In addition, the **Insurer** agrees to pay all reasonable legal costs necessarily incurred by the **Insured** with the prior written consent of the **Insurer** to settle or defend, or to recover contribution or indemnity from another party in relation to any claim against the **Insured** which may be the subject of indemnity under this Public Liability Section

Limit of Liability

The maximum liability of the **Insurer** payable under this Public Liability Section in respect of **Damages** for any one claim against the **Insured** or series of claims against the **Insured** arising out of one occurrence will not exceed the **Limit of Liability**.

Where the **Insured's** liability in respect of such occurrence is indemnified under this Public Liability Section and another operative General Liability Section or other Section of the **Policy**, each of the General Liability Sections or other Sections will apply separately provided that the total amount to be paid by the **Insurer** for any such occurrence will not exceed the greatest of the available limits of liability among those operative Sections.

Any costs and expenses which may be the subject of indemnity under this Public Liability Section will be payable in addition to the **Limit of Liability**

PUBLIC LIABILITY – EXTENSIONS

Data Protection

The indemnity provided by this Public Liability Section will extend to any claim for compensation under article 82 of the General Data Protection Regulation, for material or non-material damage, suffered by a third party, arising out of and in the course of the **Insured's Business**, first made against the **Insured** within the **Territorial Limits** during the **Period of Insurance** provided that:

1. the **Insured** is a data controller, as defined in article 4(7) of the General Data Protection Regulation and has paid the relevant fee under the relevant regulations; and
2. material or non-material damage was not caused by a deliberate or intentional act by, or omission of, the **Insured**, the effect of which the **Insured** knew or ought reasonably to have known would result in liability under the General Data Protection Regulation; and
3. the costs of replacing, reinstating, rectifying or erasing any personal data, or costs incurred in relation to a compliance order is excluded from this extension; and

4. liability does not arise as a result of the provision by the **Insured** of the services of a data processor, as defined by article 4(8) of the General Data Protection Regulation, or the recording or provision of data for reward or for determining the financial status of any person; and
5. the limit of indemnity will not exceed two hundred and fifty thousand euros (€250,000) during the **Period of Insurance**; and
6. the **Insurer** will not provide indemnity:
 - a. the first 10 per cent of each claim subject to a minimum payment by the **Insured** of €500 and a maximum payment by the **Insured** of €5,000; or
 - b. against liability caused by, or arising from, any incident or circumstances known to the **Insured** at inception of this Public Liability Section Extension which may give rise to a claim.

In addition, the **Insurer** agrees to indemnify the **Insured** for legal costs reasonably and necessarily incurred with **Insurer's** prior written consent for defending proceedings brought against the **Insured** under article 79(2) of the General Data Protection Regulation; any amount paid for these legal costs forms part of the limit of indemnity, which is shown at paragraph 5 of this extension.

Leased or Rented Premises

Notwithstanding Exclusion (2) of this Public Liability Section, this Public Liability Section will apply to liability for **Damage** to premises (including their fixtures and fittings) owned, rented, hired, let, loaned or borrowed by the **Insured** provided that the **Insurer** will not provide indemnity against liability assumed by the **Insured** under any contract or agreement which would not have attached in the absence of such contract or agreement.

Motor Contingent Liability

Notwithstanding Exclusion (5) (a) of this Public Liability Section the **Insurer** will within the terms of this Public Liability Section indemnify the **Insured** in respect of liability to pay **Damages** for **Injury** or **Damage** caused by, or arising from, any motor **Vehicle** or trailer attached thereto not belonging to or provided by the **Insured**, being used by an **Employee** in the course of the **Business**

Provided that the **Insurer** will not provide indemnity against liability

1. in respect of **Damage** to any such **Vehicle** or trailer or property conveyed therein or thereon; or
2. for which indemnity is provided by any other insurance; or
3. caused or arising whilst such **Vehicle** or trailer is
 - a. engaged in racing pace-making, reliability trials or speed testing; or
 - b. being driven by the **Insured**; or
 - c. being driven with the general consent of the **Insured** or their representative by any person who, to the knowledge of the **Insured** or other such representative, does not hold a licence to drive such **Vehicle**, unless such person has held, and is not disqualified from holding or obtaining, such a licence; or
 - d. used elsewhere than within the **Territorial Limits** including transits there between

Motor Vehicles Tool of Trade Risk

Notwithstanding Exclusion (5) (a) of this Public Liability Section, the **Insurer** will within the terms of this Public Liability Section indemnify the **Insured** for liability caused by or arising from

1. the use of plant as a tool of trade at the **Insured's** premises or on any site at which the **Insured** is working; or
2. the loading or unloading of any **Vehicle** or the bringing to or taking away of a load from any **Vehicle**; or
3. **Damage** to any building, bridge, weighbridge, road or to anything beneath, caused by vibration or by the weight of any **Vehicle** or its load

within the **Territorial Limits** including transits there between provided that the **Insurer** will not provide indemnity against liability

1. in respect of which compulsory insurance or security is required under any legislation governing the use of the **Vehicle**; or
2. for which indemnity is provided by any other insurance

Movement of Obstructing Vehicles

Notwithstanding Exclusion (5) (a) of this Public Liability Section the **Insurer** will within the terms of this Public Liability Section indemnify the **Insured** for liability caused by, or arising from, any **Vehicle** (not owned or hired by or lent to the **Insured**) being driven by the **Insured** or by any **Employee** with the **Insured's** permission whilst such **Vehicle** is being moved for the purpose of allowing free movement of any **Vehicles** or pedestrians

Provided that

1. movements are limited to **Vehicles** parked on or obstructing the **Insured's** premises or any site at which the **Insured** is working; and
2. the **Vehicle** causing obstruction will not be driven by any person unless such person is competent to drive the **Vehicle**; and
3. the **Vehicle** causing obstruction is driven by use of the owner's ignition key; and
4. the **Insurer** will not provide indemnity against liability
 - a. in respect of **Damage** to such **Vehicle** or
 - b. in respect of which compulsory insurance or security is required under any legislation governing the use of the **Vehicle**

Overseas Personal Liability

The **Insurer** will within the terms of this Public Liability Section indemnify

1. the **Insured**; and
2. at the request of the **Insured**
 - a. any director, partner or **Employee** of the **Insured** or
 - b. any spouse or child of the persons stated in (1) or (2) (a) above who are accompanying such persons

in respect of liability incurred by such persons in a personal capacity in connection with an event occurring in a country whilst outside of the **Territorial Limits** temporarily for up to ninety (90) days in connection with the **Business**

Provided that

1. any person entitled to indemnity under this Public Liability Section Extension will as though they were the **Insured** be subject to the terms and conditions of this **Policy** insofar as they can apply
2. nothing in this Public Liability Section Extension will increase the liability of the **Insurer** to pay any amount exceeding the **Limit of Liability** regardless of the number of persons claiming to be indemnified
3. the **Insurer** will not provide indemnity against
 - a. liability for which indemnity is provided by any other insurance; or
 - b. liability in respect of **Damage** to property belonging to, or in the custody, or under the control, of any person entitled to indemnity under this Public Liability Section Extension; or
 - c. liability in respect of **Injury** to any person entitled to indemnity under this Public Liability Section Extension; or
 - d. liability caused by or arising from
 - i. the ownership or occupation of land or buildings; and
 - ii. the carrying on of any business profession trade or employment; and
 - iii. the ownership possession or use of animals other than domestic dogs or cats

PUBLIC LIABILITY – EXCLUSIONS

The **Insurer** will not indemnify the **Insured** under this Public Liability Section against liability

1. for **Damage** to property belonging to the **Insured** or in the custody or control of the **Insured** or of any **Employee** other than personal effects (including any **Vehicle** and its contents) of **Employees** or visitors;
2. arising out of **Damage** to property (including its contents) where that property is owned, rented, hired, let, loaned or borrowed by the **Insured** unless such property is temporarily occupied by the **Insured** for the purpose of carrying out work on that property;
3. arising out of **Damage** to property which comprises or is to be incorporated into executed contract works undertaken by the **Insured**.
4. in respect of **Injury** sustained by an **Employee** arising out of that **Employee's** employment in the **Business**.
5. arising from the ownership, possession, or use, under the control of the **Insured** or of any **Employee** of the **Insured**, of
 - a. any mechanically propelled **Vehicle**, including anything attached to it, used in circumstances where insurance or security is required by any road traffic legislation, or where indemnity is provided by any other policy or security; or
 - b. any craft intended to travel through air or space, or other aerial devices, hovercraft or watercraft (other than hand propelled watercraft or sailing craft not exceeding six (6) metres in length)
6. caused by any **Products** after they have ceased to be in the custody or control of the **Insured**, other than food or drink supplied primarily for the use of **Employees** or for entertainment purposes
7. that attaches by virtue of any express contract, agreement, warranty, indemnity, waiver or guarantee unless liability would have attached to the **Insured** in the absence of such express contract, agreement, warranty, indemnity, waiver or guarantee.
8. arising from professional advice given, separately for a fee or other remuneration, by the **Insured** or by anyone on the **Insured's** behalf or in circumstances where a fee would normally be charged.

Products Liability Section

PRODUCTS LIABILITY – INSURING AGREEMENT

The **Insurer** will indemnify the **Insured** against all sums which the **Insured** becomes legally liable to pay as **Damages** including related claimants' legal costs for

1. **Injury** to any person; or
2. **Damage** to property

arising in connection with the **Business** and occurring anywhere in the World other than at the premises of the **Insured** during the **Period of Insurance** and caused by any **Product**

In addition, the **Insurer** agrees to pay all reasonable legal costs necessarily incurred by the **Insured** with the prior written consent of the **Insurer** to settle or defend, or to recover contribution or indemnity from another party in relation to any claim against the **Insured** which may be the subject of indemnity under this Products Liability Section

Limit of Liability

The maximum liability of the **Insurer** payable under this Products Liability Section in respect of **Damages** for any one claim against the **Insured** or series of claims against the **Insured** arising out of one occurrence will not exceed the **Limit of Liability**.

Where the **Insured's** liability in respect of such occurrence is indemnified under this Products Liability Section and another operative General Liability Section or other Sections of this **Policy**, each of the General Liability Sections or other Sections will apply separately provided that the total amount to be paid by the **Insurer** for any such occurrence will not exceed the greatest of the available limits of liability among those operative Sections.

Any costs and expenses which may be the subject of indemnity under this Products Liability Section will be payable in addition to the **Limit of Liability**

PRODUCTS LIABILITY – EXTENSIONS

Consumer Protection Act and Food Safety Legislation

The **Insurer** will provide indemnity to the **Insured**, and at the request of the **Insured**, any director, partner or **Employee** of the **Insured**, in respect of legal costs and expenses incurred with the **Insurer's** written consent, in the defence of any criminal proceedings brought for a breach of the Defective Products Act 1991 or any similar food safety legislation, including such legal costs and expenses incurred in an appeal against conviction arising from such proceedings and prosecution costs awarded in connection therewith

Provided that

the proceedings relate to an offence alleged to have been committed during the **Period of Insurance** and in the course of the **Business** and within the **Territorial Limits**; and

1. the **Insurer** will not provide indemnity in respect of
 - a. fines or penalties of any kind; and
 - b. any proceedings arising from circumstances for which indemnity is provided by any other insurance; and

- c. proceedings consequent upon a deliberate act by, or omission of, any person entitled to indemnity under this Products Liability Section Extension if the result thereof could reasonably have been expected having regard to the nature and circumstances of such act or omission; and
 - d. proceedings which arise out of any activity or risk excluded from this **Policy**
 - e. any proceedings which the **Insurer** considers do not have reasonable prospects of success.
- and;
- 2. the director partner or **Employee** will, as though they were the **Insured**, be subject to the terms and conditions of this **Policy** insofar as they can apply

PRODUCTS LIABILITY – EXCLUSIONS

The **Insurer** will not indemnify the **Insured** under this Products Liability Section in respect of liability

- 1. caused by or in connection with any **Products** which, to the knowledge of the **Insured**, are for export to or use in the United States of America or Canada; or
- 2. caused by any **Products** in the custody or control of the **Insured**; or
- 3. for any costs or expense incurred in repairing, replacing, removing, rectifying, recalling or making any refund in respect of **Products**; or
- 4. arising from **Products** used with the **Insured's** knowledge in connection with aircraft watercraft or offshore structures; or
- 5. that attaches by virtue of any express contract, agreement, warranty, indemnity, waiver or guarantee unless liability would have attached to the **Insured** in the absence of such express contract, agreement, warranty, indemnity, waiver or guarantee; or
- 6. in respect of **Injury** sustained by an **Employee** arising out of that **Employee's** employment in the **Business**; or
- 7. arising out of **Damage** to property where such property is or comprises or is to be incorporated into executed contract works to be undertaken by the **Insured**; or
- 8. arising from professional advice given, separately for a fee or other remuneration, by the **Insured** or by anyone on the **Insured's** behalf or in circumstances where a fee would normally be charged; or
- 9. arising from the ownership, possession, or use, under the control of the **Insured** or of any **Employee** of the **Insured**, of
 - a. any mechanically propelled **Vehicle**, including anything attached to it, used in circumstances where insurance or security is required by any road traffic legislation, or where indemnity is provided by any other policy or security; or
 - b. any craft intended to travel through air or space, or other aerial devices, hovercraft or watercraft (other than hand propelled watercraft or sailing craft not exceeding six (6) metres in length