

**Securus Insurance Ltd**

**Commercial Property Owner's Insurance Policy**

**Republic of Ireland 2024**

<b>Contents</b>	<b>Page Number</b>
<b>Your Policy</b>	<b>3</b>
<b>Obligations</b>	<b>4</b>
<b>Policy Definitions</b>	<b>8</b>
<b>Duties in the event of a claim or potential claim</b>	<b>11</b>
<b>Section 1 Buildings</b>	<b>14</b>
<b>Section 2 Rental Income</b>	<b>23</b>
<b>Section 3 Property Owners Liability</b>	<b>26</b>
<b>Section 4 Employers Liability</b>	<b>28</b>
<b>Policy Exclusions</b>	<b>32</b>
<b>Policy Conditions</b>	<b>35</b>
<b>Complaints Procedure</b>	<b>38</b>
<b>Data Protection Information Notice</b>	<b>40</b>

## Your Policy

This **Policy** is effected on behalf of Lloyd's Insurance Company S.A by the Appointed Coverholder, Securus Insurance Ltd. The written authority (which number is shown in the **Policy Schedule**) allows Securus Insurance Ltd to issue this **Policy**.

The **Underwriters** in consideration of the payment of the premium shall provide insurance against loss destruction damage or liability occurring at any time during the period of insurance (or any subsequent period for which the **Underwriter** accepts a renewal premium) in accordance with the Sections of the **Policy** shown as operative in the Schedule subject to the exclusions provisions and conditions of the **Policy**. This **Policy** insures **You** only in respect of the sections where a **Sum Insured** or a **Limit of Indemnity** is specified in the **Schedule**

**You** are under a duty to answer all questions posed by **Underwriters** honestly and with reasonable care in connection with its application for insurance. Failure by **You** to disclose all information requested by **Underwriters** during the application process could render the **Policy** void.

## Cancellation/Cooling-Off Period

**You** have a statutory right to cancel this **Policy**, by giving notice in writing of cancellation to the **Underwriters**, within fourteen (14) days from:

- the day of purchase or renewal of the contract; or
- the day on which **You** receive this **Policy** or the renewal documentation, whichever is the later (the "Cooling-Off Period").

If **You** wish to cancel during the Cooling-Off Period, **You** will be entitled to a refund of any premium paid unless **You** have made a claim in which case the **Underwriters** may require payment of the premium.

If **You** do not exercise this right to cancel this **Policy** during the Cooling-Off Period, it will continue in force and **You** will be required to pay the premium.

The right to cancel a contract of insurance does not apply where the duration of the contract is less than one month.

It is strongly recommended that **You** read the **Policy** including the **Schedule** and any endorsements to ensure that the cover meets with **Your** requirements. In the event that the cover does not meet with **Your** requirements **You** should immediately advise **Your** insurance advisor.

There are obligations contained in this **Policy** on pages 4 to 7 and obligations specific to certain sections (additional obligations may be imposed by endorsement) that are important to us and which **We** rely upon **You** to comply with.

With regard to the events that culminate in a loss **We** will not rely on a breach of a condition to decline a claim where **You** can prove that the breach could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

The **Policy** defines what is covered under separate sections 1 to 4. Within those Sections the extent of cover is explained together with obligations and exclusions specific to that Section.

Exclusions applying to the whole **Policy** are set out in pages 32 to 34 and **We** will not pay a claim if these exclusions are applicable.

The General **Policy** conditions pages 35 to 37 sets out certain rights and includes clauses that apply to the whole of the **Policy**.

The **Policy** Definitions pages 8 to 10 provide the meaning to words and phrases wherever they appear in the **Policy**. **You** will see words in bold which highlights that for the purposes of this **Policy** they are a definition.

The **Schedule** attaching to this **Policy** will set out the period of this insurance and specify which Sections of this **Policy** are operative including the **Sums Insured**.

The **Schedule** may also contain clauses additional to the **Policy** wording that **We** have imposed placing additional

obligations on **You** and/or varying coverage. The terms of those clauses will be attached to the **Policy** in the form of an endorsement.

In the unlikely event **You** feel that **You** need to make a complaint concerning this insurance **You** will find our complaints procedure on page 38.

## Obligations

**You** have an obligation in **Your Proposal** to answer any questions honestly and with reasonable care in connection with its application for insurance. Failure by **You** to disclose all information requested by the **Underwriters** during the application process could render the **Policy** void.

**Underwriters** when considering whether to accept the risk and on what terms, conditions and premium as otherwise shall be entitled to remedy their position in accordance with the duties in the event of a claim or potential claim section on page 11 of this **Policy**.

These obligations also apply to variations and continue throughout the period of this insurance including any subsequent period(s) of insurance granted by **Underwriters**.

If **You** have any questions concerning the **Policy** terms and conditions, **You** should check with **Your** insurance advisor.

The **Policy** contains important terms and conditions that must be complied with including but not limited to:

### Alteration in Risk

**You** must notify **Underwriters** as soon as reasonably possible if:

- I. any fire or security protections or building components are removed which might increase the risk of **Damage** to the **Property Insured**
- II. the **Business** is being wound up or carried on by a liquidator or receiver or permanently discontinued, or
- III. **Your** interest ceases except by will or operation of law, or
- IV. there is a change of type of tenant or use at the **Premises**, or
- V. the **Buildings** becoming **Unoccupied**

If **you** fail to notify Underwriters, the underwriters may cancel this insurance, refuse to pay any claim or amend the terms of this **Policy** and treat this **Policy** as if it had been provided on such different terms. This may result in the Underwriters not making payment for a particular claim.

### Reasonable Precautions

**You** must;

- a) take all reasonable precautions to prevent occurrences which may give rise to **Damage** or accidents
- b) take all reasonable steps to comply with statutory requirements, obligations and regulations imposed by any authority
- c) take steps to make good or remedy any defect or danger which becomes apparent or take such additional precautions as circumstances may require
- d) when undertaking **Renovations** to the **Property Insured**, take all reasonable precautions to prevent **Damage**.  
**You** must not undertake **Building Works** without **Underwriters** express written agreement.

If **you** fail to comply with any of the above obligations, the underwriters may refuse to pay any claim unless **you** can demonstrate that such non-compliance could not have increased the risk of **Damage** or accidents occurring in the circumstances in which they occurred.

### Maintenance and Safety

It is important that **You** comply with requirements a) - d) below otherwise

**You** must:

- a) if the **Premises** or any part thereof is let as residential accommodation comply with current gas safety regulations and laws and at the commencement and throughout the currency of this insurance must be in

possession of a current Gas Completion **Policy** issued by a Registered Gas Installer (RGI). Any necessary repairs and maintenance must be carried out promptly by a Registered Gas Installer (RGI)

- b) if **You** are responsible for gas installations at commercial **Premises**, undertake annual maintenance checks and at the commencement and throughout the currency of this insurance **You** must be in the possession of a valid Gas Completion Certificate issued by a Registered Gas Installer (RGI)
- c) At the commencement of this insurance and at all times throughout the currency of this insurance, be in possession of an electrical completion certificate or electrical periodic inspection report (ETCI) that:
  - i) covers the whole of the electrical installation(s)
  - ii) is less than three years old and issued by a contractor approved and registered with one of the following:  
Electrical Contractors Safety & Standards Association (ECSSA)  
The Register of Electrical Contractors of Ireland Limited (RECI)
  - iii) is satisfactory and free of a requirement (s) for remedial works to be completed or is supported by documentation that confirms any required remediation work(s) have been satisfactorily completed.
- d) in respect of any boiler, machinery or apparatus or its contents belonging to **You** or under **Your** control which is required to be examined to comply with any Statutory Regulations, such boiler, machinery or apparatus shall be the subject of:
  - i) inspection(s) under contract, and
  - ii) regular maintenance schedulesand **You** must be in the possession of such certificates of inspection and evidence of maintenance.

If **you** fail to comply with any of the above obligations, the underwriters may refuse to pay any claim unless **you** can demonstrate that such non-compliance could not have increased the risk of **Damage** or accidents occurring in the circumstances in which they occurred.

### Survey

In the event **Underwriters** have granted cover subject to a survey it is a requirement that:

**Your** full co-operation is provided to ensure that the survey is completed by the survey completion date stated in the **Schedule** or **Policy** endorsement, otherwise all cover will cease immediately unless an extension to the period has been agreed in writing by **Underwriters**.

Following the survey **Underwriters** reserve the right to cancel or vary this insurance with immediate effect or impose additional terms, conditions and exclusions and/or revise the premium rate.

**You** must implement survey requirements within the time limits specified by the **Underwriters** and maintain implementation of such requirements during the currency of this insurance and any additional periods granted by the **Underwriters** unless otherwise agreed.

If **You** fail to implement the term(s) of the requirement(s) within the time limit(s) specified by the **Underwriters**, then all cover under the **Policy** shall terminate and remain inoperative unless:

- a) an extension to the time limits has been agreed by the **Underwriters** in writing, or
- b) all the survey requirement(s) have been fully implemented at the time of **Damage**, or
- c) the **Underwriters** have agreed to waive the survey requirement(s). For the avoidance of doubt all terms and conditions of the **Policy** continue unless otherwise agreed by **Underwriters** in writing.

In the event the **Policy** is cancelled due to the terms of this condition a return premium will be calculated on a pro-rata basis less the cost of the survey up to a maximum of €700.

### Electrical – Portable Appliance Testing

**You** must ensure the safety of electrical appliances owned by **You** or under **Your** control by:

- i) periodically testing appliances, to be carried out by competent personnel (in-house or outsourced)
- ii) having all tested appliances labelled, whether passed or failed and having all testing recorded and kept for at least 5 years
- iii) removing any equipment from the **Premises** that has failed testing unless it has been repaired by a qualified technician.

If **you** fail to comply with any of the above obligations, the underwriters may refuse to pay any claim unless **you** can

demonstrate that such non-compliance could not have increased the risk of **Damage** or accidents occurring in the circumstances in which they occurred.

### Security

It is important that **You** comply with requirements a) – d) below otherwise all **Damage** arising from or caused by the Defined Perils of fire, theft and malicious persons will be excluded:

- a) **You** must ensure that all protections provided for the safety.
- b) and security of the **Premises** shall be maintained in good order and shall not be withdrawn altered or varied without the prior consent of the **Underwriters** and shall be in full and effective operation when the **Premises** are closed for business or left unattended, and at all other appropriate times.
- c) **You** must ensure that any alarm and/or system forming part of the protections shall be maintained in full and efficient working order under a contract to provide both corrective and preventive maintenance with the installing company and/or in accordance with the manufacturer's recommendations.
- d) **You** must ensure that;
  - i) All external entry/exit doors are fitted with mortice deadlocks or deadlocking rim latches or fitted with locking bars secured by five lever close shackle padlocks.
  - ii) All Windows and skylights that are accessible from the ground or basement level or from adjoining roofs, porches, walls, fire escapes or downpipes are either barred, grilled or fitted with key operated window locks.
- e) **You** must notify **Underwriters** as soon as possible if **You** receive notice:
  - i) that the Garda authority attendance or any contractually provided attendance in response to alarm signals and/or calls from any alarm system may be withdrawn or the level of response reduced or delayed or
  - ii) from a Local Authority or Magistrate imposing any requirement for abatement of nuisance in respect of any alarm system or
  - iii) that any alarm system cannot be returned to or maintained in full working order.following any such notice **You** will be responsible for the first 20% of any **Damage** caused by or arising from theft or attempted theft subject to a minimum contribution of €3, 000 and, **Underwriters** shall have the right to vary terms or cancel cover provided under this **Policy**.

### Pipe Lagging

**You** must ensure that:

- a) there is a heating system linked to a frost-stat and a minimum temperature of 15°C is maintained constantly in the **Building(s)** between 31st October and 31st March, or
- b) all pipes are professionally lagged to prevent freezing.

If **you** fail to comply with the above obligations the **Underwriters** will not cover loss or damage caused by overflowing, discharge or leaking of any sprinkler apparatus, escape of water from any tank, apparatus or pipe.

### Sprinkler Maintenance

It is important that **You** comply with requirements 1- 7 below in respect of any installation(s) of Automatic Sprinklers at the insured **Premises** otherwise all **Damage** arising from or caused by the Defined Perils of fire and explosion will be excluded:

**You** must::

1. make a test every week for the purpose of ascertaining that the Alarm Gong is in working order and that the Stop Valve controlling the individual water supplies and the installation are fully open
2. make quarterly or half-yearly test if required by the **Underwriters** to do so for the purpose of ascertaining that each water supply is in order and record the particulars of each test
3. make a test every weekday (holidays excepted) of
  - (i) the Brigade connection
  - (ii) the circuit between the alarm switch and the control unit and
  - (iii) the batteries in respect of each approved system for the transmission of alarm signals from sprinkler installations to a Fire Brigade

Note 1: it is permissible for test (i) to be carried out by the Fire Brigade if the latter are prepared to give a written undertaking to perform the duty

Note 2: where the circuits in (i) and (ii) are continuously monitored tests need only be made once per week

4. remedy promptly any defect revealed by such tests
5. notify the **Underwriters** before any installation is rendered inoperative or immediately in the event of an emergency
6. allow the **Underwriters** access to the premises at all reasonable times for the purpose of inspecting the sprinkler installation
7. have in force during the **Period of Insurance** a contract with approved installing engineers providing for the maintenance of and half-yearly inspection of the installations(s) and to obtain from them following each inspection certification that they are in satisfactory working order.

### **Burning of Waste**

**You** must ensure that no burning of waste is carried out on the **Premises** otherwise all **Damage** arising from or caused by the Defined Perils of fire and explosion will be excluded and indemnity under Section 3 will not operate.

### **Heat Application**

If the use or application of heat takes place on the **Premises** in the course of **Renovation** or as specifically agreed by **Underwriters** the following precautions and procedures must be complied with by **You** and/or **Your** contractor(s) on each occasion;

- a) application of heat by means of electric, oxyacetylene or other welding or cutting equipment or angle grinders, blow lamps, blow torches, hot air guns or hot air strippers;
  - i) the area in the immediate vicinity of the work (including in the case of work carried out on one side of a wall or partition, the opposite side of the wall or partition) is cleared of all loose combustible material; other combustible material is covered by sand or over-lapping sheets or screens of non-combustible material
  - ii) at least two adequate and appropriate portable fire extinguishers, in proper working order, are kept in the immediate area of the work being undertaken and used immediately smoke or smoldering or flames are detected
  - iii) blow lamps and blow torches are filled in the open and are not lit until immediately before use and are extinguished immediately after use
  - iv) a person is appointed by **You** or the contractor who will watch for signs of smoke or smoldering or flames and will take immediate steps to extinguish any smoldering or flames discovered during works and for a period of 60 minutes after works have finished
  - b) Use of asphalt, bitumen, tar, pitch or lead heaters if the heating is carried out in the open in a vessel designed for the purpose and, if carried out on a roof, the vessel is placed on a non-combustible heat insulating base
  - c) The Contractor(s) using the application of heat on the **Premises** shall have in place appropriate Public Liability insurance with an indemnity limit of no less than € 2,600,000 and shall supply a copy of the insurance **Policy** to **You** prior to commencement of work
- otherwise all **Damage** arising from or caused by the Defined Perils of fire and explosion will be excluded and indemnity under Section 3 will not operate.

### **Portable Heating**

**You** must not provide, use or store on the **Premises** paraffin, portable electric or gas heaters or gas containers unless specifically agreed in writing by the **Underwriters** prior to such use or storage otherwise all **Damage** arising from or caused by the Defined Perils of fire and explosion will be excluded and indemnity under Section 3 will not operate.



## Policy Definitions

Whenever the following words and phrases appear in bold in the **Certificate** they will always have the same meaning. Any extra definitions are shown in the section to which they apply.

### Annual Gross Rentals

The **Gross Rentals** during the twelve months immediately before the date of the **Damage** to which such adjustments shall be made as may be necessary to provide for the trend of the **Business** and for variations in or special circumstances affecting the **Business** either before or after the **Damage** or which would have affected the **Business** had the **Damage**

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

### Building(s)

The building(s) situated at the address(es) specified in the **Schedule** which include;

- a) landlord's fixtures and fittings
  - b) annexes, gangways, outbuildings and extensions tenants' improvements for which the landlord is responsible under the terms of the lease or other agreement under which the property is let
  - c) outbuildings, extensions, annexes, canopies, fixed signs, gangways, conveniences, lamp posts and street furniture
  - d) walls, gates and fences
  - e) 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 **Your** responsibility
  - f) yards, car parks, roads pavements, forecourts, all constructed of solid materials
  - g) landscaping, excluding external ponds and lakes
- all belonging to **You** or for which **You** are legally responsible.

### Building Works

Any works that include removal or alteration of load bearing walls, construction of new buildings and extensions, underpinning, demolition, re-roofing, and installation of cavity wall insulation.

### Business

The ownership of the **Property** including;

- a) maintenance and security of the **Property**
- b) the provision and management of fire, security, first aid, medical and ambulance services

### Cyber

Any risk where the losses are cyber-related, arising from either malicious acts (e.g. cyber-attack, infection of an IT system with malicious code) or non-malicious acts (e.g. loss of data, accidental acts or omissions) involving either tangible or intangible assets.

### Policy

The entirety of the **Policy**, the **Schedule** and/or any endorsements or amendments (whether or not such endorsements or amendments are agreed prior to the **Policy** of insurance coming into force or at any time thereafter). All references to the terms, conditions and exclusions of the **Policy** shall be construed as referring to the entire **Policy**

### Damage(d)

Accidental physical loss, damage or destruction.

### Employee(s)

Any person under a contract of service or apprenticeship with **You** including

- a) Any person who is hired to or borrowed by **You**
- b) Any person engaged in connection with a work experience or training scheme
- c) Any labour master retained by **You** or person supplied by him
- d) Any person engaged by **Your** labour only sub-contractors



- e) Any self-employed person working on a labour only basis under **Your** control or supervision
- f) Any voluntary helper

all while working for **You** in connection with the **Business**

### **Excess**

The first part of each and every loss which **You** must bear after the application of any condition of average.

### **Glass**

All fixed plain sheet or plain glass in windows, doors, fanlights, skylights, partitions, furniture, display and show cases, counters or shelves or mirrored glass fixed hand basins, lavatory bowls, bidets, shower trays and baths including lettering, embossing, beading, silvering or ornamental work at the **Premises**.

### **Gross Rentals**

The money paid or payable to **You** for tenancies and associated income derived from the letting of the **Premises**.

### **Indemnity Period**

The period beginning with the occurrence of the **Damage** and ending not later than the number of months thereafter stated in the **Schedule** during which the results of the **Business** shall be affected in consequence of the **Damage**.

### **Injury**

Bodily injury, death, illness or nervous shock.

### **Insured(s)/You/Your**

The firm, company, entity or individual named in the **Schedule**.

### **Insured Event**

A claim **You** have made under a section of this **Policy** for which **Underwriters** have agreed to provide indemnity.

### **Landlords Contents**

Furniture, fitted carpets, domestic appliances and fixtures belonging to **You** as owner or for which **You** are responsible whilst contained in the **Buildings** by this section excluding: -

- a) Any item falling under the definition of **Building(s)**
- b) Personal possessions
- c) Stock and materials in trade
- d) Building materials
- e) **Property** more specifically insured

Unless otherwise specifically agreed in writing by **Underwriters**.

### **Offshore**

From the time of embarkation onto a conveyance at the point of final departure from land to any offshore rig or any offshore platform

and until such time of disembarkation from a conveyance onto land upon return from any offshore rig or any offshore platform.

### **Outstanding Debit Balances**

The total amount due to **You** at the date of the **Damage** less bad debts.

### **Period of Insurance**

The period of insurance specified in the **Schedule**

### **Premises**

The Address(es) specified in the **Schedule**.

### **Property Insured**

The **Buildings** and **Landlords Contents** at the **Premises**, if and to the extent they are included in the **Schedule**.

### Proposal

The Proposal Form, Statement of Fact, Declaration, Risk Presentation and any information supplied to the **Underwriters** by or on behalf of **You**.

### Renovation(s)

Internal painting and decorating, tiling, replacement of bathroom and/or kitchen fixtures and fittings including sinks, wash basin, w.c, bath and shower, carpeting, internal joinery, plastering, rewiring, installation/repair of central heating and external window replacement but excluding:

- (i) **Building Works**, and
- (ii) **Renovation** forming part of a **Building Works** contract or project.

### Schedule(s)

The **Schedule** specifying the terms and extent of this **Policy**.

### Standard Gross Rentals

The **Gross Rentals** during that period in the twelve months immediately before the date of the **Damage** which corresponds with the **Indemnity Period** to which such adjustments shall be made as may be necessary to provide for the trend of the **Business** and for variations in or special circumstances affecting the **Business** either before or after the **Damage** or which would have affected the **Business** had the **Damage** not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the **Damage** would have been obtained during the relative period after the **Damage**.

### Sum Insured /Limit of Indemnity

The most the **underwriters** will pay as shown in the **Schedule** or elsewhere in this **Policy**.

### Territorial Limits

The Republic of Ireland.

### Terrorism

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

### Unoccupied

The **Premises** (or any part thereof) that has become unoccupied untenanted, or which have not been actively used for a period of more than 30 days or is no longer in active use and awaiting refurbishment redevelopment renovation or demolition.

### We / Us / Our / Insurer/ Underwriters

Lloyd's Insurance Company S.A

## Duties in the event of a claim or potential claim

**You** must notify **us** as soon as possible of all incidents that may give rise to a claim. This must be no later than 30 days from the date of the incident. If **you** think a crime has been committed **you** must also tell the police as soon as possible and no later than 14 days and obtain a crime reference number from them.

**You** must provide **us** with written details of what happened within 30 days of incident and provide any other information or assistance **we** may require.

**You** must forward to **us**, by registered post and within 3 working days, any letter, writ, summons or other legal document served on **you** in connection with a claim or possible claim. **You** must not answer any correspondence, admit, deny or negotiate any claim without prior written consent. **You** must not admit liability or offer or agree to settle any claim without **our** written permission.

**We** or **our** representatives will be entitled to enter **your property** or any **building** where any loss or damage has occurred and deal with the claim, **we** will also be entitled to defend or settle any legal action and take proceedings to recover compensation from any third party in respect of anything that is covered by this **Policy**, **we** may do this in **your** name and for **our** benefit but at **our** expense.

**You** must not dispose of any damaged items before **we** have had the opportunity to inspect them unless **you** have been advised by **us** to dispose of them.

It is **your** responsibility to prove any loss and **you** must provide us with evidence of the value or age (or both) for all items involved in a claim. To help prove **your** claim **we** will require **you** to provide original purchase receipts, invoices, bank or credit card statements, instruction booklets, photographs, utility bills, pre-purchase surveys or plans and deeds of **your property**.

**You** must take care to limit any loss, damage or injury.

Notice to **us** must be given to the claims notification addresses specified below:

Securus Insurance Limited,  
Suite 3, Stafford House,  
Strand Road,  
Portmarnock,  
Co. Dublin. D13 TR59

Email: [info@securus.ie](mailto:info@securus.ie)

Phone: +353 1 8464512

If **You** do not comply with these conditions, **We** may have the right to refuse to pay Your claim.

### Claim notification – Insured sections - Employers liability and Property owners liability

**You will** give notice in writing to **us** as soon as practicably possible:

- a) on or not later than forty eight (48) hours from, receipt of notice of any impending inquest, fatal accident inquiry, prosecution or other legal proceedings that includes alleged **bodily injury**;
- b) but in any event within seventy two (72) hours from coming in possession of actual knowledge that notice of an Industrial Tribunal hearing includes alleged **bodily injury** or **personal injury**;
- c) on, or not later than seventy two (72) hours from, **your** actual knowledge of any death or **bodily injury** to any **employee** involving a stay in hospital in excess of three (3) days;
- d) but in any event within thirty days (30) days after any other **accident**, event or the coming in possession of actual knowledge of **bodily injury**, **personal injury** or **damage**, with full particulars thereof;

which may be the subject of cover under this **policy**.

Notice to **us** must be given to the claims notification addresses specified below:

Securus Insurance Limited,  
Suite 3, Stafford House,  
Strand Road,  
Portmarnock,  
Co. Dublin. D13 TR59

Email: [info@securus.ie](mailto:info@securus.ie)

Phone: +353 1 8464512

### Your duties

For each and every claim **you** and any person acting on **your** behalf must:

- a) not admit responsibility, liability, make an offer or promise, nor offer payment or indemnity without **our** written consent;
- b) not incur any expense without **our** consent **except** at **your** own cost;
- c) always act honestly, there being no rights to any form of payment or cover under the **policy** in the event that any claim is made fraudulently;
- d) give all such information, assistance and forward all documents to enable us to investigate, settle or resist any claim as **we** may require;
- e) provide such proofs and information with respect to the claim as may reasonably be required together with (if demanded) a statutory declaration of the truth of the claim and any matters connected therewith;
- f) not destroy evidence or supporting information or documentation without **our** prior consent; nor destroy any plant or other property relating to an occurrence, loss or **suit** that may give rise to a claim under this **policy**;

### Claim Procedure

Unless stated otherwise all claims will be handled and overseen by **us**. For each and every claim **you** and any person acting on **your** behalf must:

For **Insured section - Property damage**, within thirty (30) days after **damage** or such further time as **we** may in writing allow, at **your** own expense, deliver to **us** a claim in writing, containing as particular an account as may be reasonably practical of the several articles or portions of property damaged and the amount of the **damage** thereto respectively, having regard to their value at the time of the **damage** together with any details of any other insurance on any **building** provide, such proofs and information with respect to the claim as may reasonably be required together with (if demanded) a statutory declaration of the truth of the claim and any matters connected therewith;

### For Insured sections - Employers liability and Property owners liability,

- I. immediately send **us** copies of any request, demand, order, notice, summons, legal paper and all documents relating thereto in connection with an insured event as soon as received by **you**. In addition **you** must co- operate with **us** or **our** appointed agents to allow them to comply with such relevant practice directions and pre-action protocols as may be issued and approved from time to time by the head of civil justice;
- II. authorise **us** to obtain medical records or other pertinent information upon request but only where legally permitted to do so in the event of an insured event involving **bodily injury**;

## Our rights

**We** will be under no obligation to investigate any potential claims or to undertake the conduct of any proceedings in connection with such claims and will be at liberty in all cases to leave the conduct of such proceedings wholly to **you** upon such conditions as regards the payment of costs and with such liberty to bind **us** by compromise as **we** may in **our** absolute discretion determine.

**We** may at any time pay the **limit of indemnity** or **sum insured** (after deduction of any sums already paid) or such lesser sum for which the claim can be settled and will relinquish the conduct and control of the claim and be under no further liability except (where payable under the relevant **insured section**) for payment of **costs and expenses** incurred prior to the date of payment.

## Subrogation

Except as expressly provided by any 'Waiver of subrogation' clause, for each and every claim, **you** and any person acting on **your** behalf must not waive any rights of recourse or recovery against any other person relating to an occurrence, loss or suit that may give rise to a claim under this insurance.

**You** or any other party insured by this **policy** will, at **our** request and expense, do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by **us** for the purpose of enforcing any rights and remedies, whether such acts and things will be or become necessary or required before or after their insurance by **us**.

In the event of any payment under this **policy**, **we** will act in concert with all other interested persons (including **you**) concerned in the exercise of any rights of recovery.

The apportioning of any amounts which may be so recovered will follow the principle that any interested persons (including **you**) who will have paid an amount over and above any payment hereunder will first be reimbursed up to the amount paid by them; **we** are then to be reimbursed out of any balance then remaining up to the amount paid hereunder; lastly, the interested persons (including **you**) to whom this coverage is in excess shall be entitled to claim the residue, if any.

Expenses necessary to the recovery of any such amounts will be apportioned between the interested parties concerned in the ratio of their respective recoveries as finally settled.

## Section 1 - Buildings

### Cover and Basis of Settlement

**Underwriters** agree that if, during the **Period of Insurance**, an item of **Property Insured** at the **Premises** sustains **Damage** caused by a **Defined Peril**, then **Underwriters** will pay **You** the **Cost of Reinstatement** of the **Property Insured** provided that reinstatement or replacement takes place in accordance with the Reinstatement Conditions set out below. Where reinstatement or replacement of the **Property Insured** does not take place for any reason whatsoever the Alternative Basis of Settlement Condition will apply.

### Defined Perils

Only applicable if the **Defined Peril** is shown as operative in the **Schedule**

#### 1. Fire

excluding Damage caused by:

- i) explosion resulting from fire
- ii) earthquake or subterranean fire
- iii) any heating process or any process involving the application of heat.

#### 2. Lightning

**3. Explosion**, excluding Damage caused by or consisting of the bursting by steam pressure of a boiler, economiser or other vessel, machine or apparatus where internal pressure is due to steam only, that belongs to **You** or is under **Your** control, unless it is used for domestic purposes only.

#### 4. Aircraft

or other aerial devices or articles dropped from them.

#### 5. Riot, civil commotion, strikers, locked out workers, labour or political disturbances, vandals or malicious persons excluding

- i) Damage caused by confiscation, destruction or requisition by order of the Government or any Public Authority
- ii) Damage arising from stoppage of work
- iii) Damage caused by **Your employees**, tenants or any other person lawfully on **Your property**
- iv) Damage to any portion of the **building** which is Unoccupied
- v) Damage caused by theft or attempted Theft
- vi) the **excess** detailed in **Your Schedule**.

#### 6. Earthquake.

#### 7. Subterranean Fire.

#### 8. Storm but excluding

- i. Damage due to a change in the water table level
- ii. Damage resulting from frost,
- iii. subsidence, ground heave or landslip
- iv. Damage to moveable property in the open, walls, fences, posts, hedges and gates
- v. Damage in respect of any building which is Unoccupied
- vi. the **excess** detailed in **Your Schedule**.

#### 9. Flood but excluding

- i. Damage due to a change in the water table level
- ii. Damage resulting from frost,
- iii. subsidence, ground heave or landslip
- iv. Damage to moveable property in the open, walls, fences, posts, hedges and gates
- v. Damage in respect of any building which is Unoccupied
- vi. the **excess** detailed in **Your Schedule**.

#### 10. Escape of water from any tank, apparatus or pipe or escape of fuel from any fixed oil heating installation, excluding Damage

- i) by water discharged or leaking from any automatic sprinkler installation
- ii) in respect of any building which is Unoccupied

- iii) to **Property Insured** caused by frost other than internal plumbing installations not in any outbuildings
- iv) the **excess** detailed in **Your Schedule**.

**11. Theft or attempted theft** excluding Damage

- i) caused by **Your employees**, tenants residents or any other person lawfully on **Your property**
- ii) to any building which is Unoccupied
- iii) to any Contents unless there has been forcible and violent entry to or exit from the building which has resulted in physical damage to the building or security device used to protect such building.
- iv) the **excess** detailed in **Your Schedule**.

**12. Impact** by any road vehicle or animal or by falling aerials aerial fittings or masts, excluding

- i) Damage arising from the erection dismantling repair or maintenance of such apparatus
- ii) the **excess** detailed in **Your Schedule**.

**13. Glass.** **Your Schedule** will show if You have this cover.

We will indemnify **You** in respect of

- (1) breakage (including the cost of boarding up) of glass at the **Premises** including
  - a) the cost of removing and reinstating obstructions to replacing glass.
  - b) the cost of replacing alarm foil, lettering, painting, embossing, silvering or other ornamental work on glass.
- (2) breakage of fixed
  - a) wash hand basins, pedestals, baths, sinks
  - b) lavatory bowls, bidets, cisterns
  - c) shower trays, splash backs at The **Premises**.

We will not indemnify **You** in respect of

- (1) breakage of glass
  - a) while The **Premises** are unoccupied or disused
  - b) in transit or while being fitted by workmen carrying out alterations or repairs to The **Premises**
  - c) in Greenhouses or Conservatories
- (2) the **Excess** stated in the **Policy**.

**14. Accidental damage.** **Your schedule** will show if **You** have this cover.

Section 1 (Buildings) is extended to include the following:

Any other **damage** excluding

- (1) **damage** which is caused by or excluded under **Defined Perils 1 to 12**
- (2) **damage** caused by or resulting from:
  - a) wear and tear, the action of light or atmosphere, moths, vermin or insects
  - b) any process of cleaning, dyeing, restoring, adjusting, repairing, cutting, preparation or fitting
  - c) corrosion, rust, dampness, dryness, wet or dry rot, shrinkage, marring, or scratching
  - d) wind, rain, hail, sleet, snow, dust or theft to boundary walls, gates, fences or moveable property in the open
  - e) subsidence, ground heave or landslip of any part of the site on which the **property** stands
  - f) the normal settlement or bedding down of new structures
  - g) change in temperature colour flavour texture or finish
  - h) disappearance unexplained or inventory shortage misfiling or misplacing of information
  - i) erasure loss distortion or corruption of information on computer systems or other records
- (3) **damage to property** caused by or consisting of
  - a) Underlying fault or defect, undiscovered defect, gradual deterioration, frost, change in water table level, faulty or defective design or materials
  - b) faulty or defective work, operational error or omission by You or any of **Your** employees

but we will cover subsequent **damage** which results from a cause not excluded elsewhere in the **Policy**

- (4) the collapse or cracking of buildings



- (5) the cost of normal maintenance, redecoration or repair
- (6) damage caused by or consisting of
  - a) mechanical or electrical breakdown or derangement of the particular machine, apparatus or equipment where the breakdown or derangement originates
  - b) joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, super heaters, pressure vessels or any range of steam and feed piping in connection with them

But we will pay **You** for subsequent **damage** which results from a cause not excluded elsewhere in the **policy**.

- (7) damage in respect to
  - a) Buildings or structures in course of construction or erection and materials or supplies in connection with all such construction or erection
  - b) land (including water in or on land) roads or pavements piers jetties bridges culverts or excavations
  - c) vehicles licensed or intended to be licensed for road use including accessories thereon attached or unattached caravans trailers watercraft or aircraft
  - d) livestock growing crops or trees
  - e) jewellery precious stones or precious metals or articles composed of them bullion furs curiosities rare books or works of art
  - f) Money credit cards or securities of any description
  - g) glass china earthenware marble or other fragile objects
  - h) property in transit by air or sea or inland waterway or road
- (8) the **excess** detailed in **Your Policy**.

### 15. Subsidence ground heave and landslip cover

Your **schedule** will show if **You** have this cover

Subject to the following special condition we will pay **You** for **Damage** caused by subsidence or ground heave of any part of the site on which the **property** stands or landslip excluding

- (1) the first €2,500 in respect of each claim
- (2) **Damage** to yards, outdoor swimming pools, tennis courts, paved terraces, patios, drives, car parks, roads, pavements, walls, gates and fences unless the building structure is also damaged at the same time by the same cause
- (3) **Damage** caused by or consisting of
  - a) the normal settlement or bedding down of new structures
  - b) the settlement or movement of made-up ground
  - c) coastal or river erosion
  - d) defective design or workmanship or use of defective materials
  - e) fire, subterranean fire, explosion, earthquake or the escape of water from any tank, apparatus or pipe
- (4) **Damage** which originated prior to the start of this cover
- (5) **Damage** to solid floor slabs or damage resulting from their movement, unless the foundations beneath the outside walls of the main **building** of the **property** are damaged at the same time by the same cause
- (6) **Damage** resulting from demolition, construction, structural alteration or repair of any **property** or groundwork or excavation at the **property**.

### Special conditions applicable to subsidence, ground heave and landslip cover

- a) Demolition, groundworks, excavation or construction condition  
**You** must tell us as soon as possible if **You** become aware of any demolition, groundworks, excavation or construction being carried out on any adjoining site to the **property**. **We** will then have the right to vary the terms or cancel this cover.
- b) Tree inspection and pruning condition  
 In accordance with the Reasonable care **Policy** condition, **You** must arrange annually, at **Your** own expense, for a tree surgeon or similar professional to
  - i) inspect trees within 10 metres of the **property** and over 5 metres in height to ensure that they do not affect the structure, drains or sewers at the **property**
  - ii) prune or pollard trees as recommended by the tree surgeon.

If **You** do not comply with these conditions, **We** have the right to refuse to pay **Your** claim.

### Reinstatement Conditions

- i) **Underwriters'** liability for the repair or replacement of **Property Insured** damaged in part only shall not exceed the amount which would have been payable had such **property** been wholly lost or destroyed.

- ii) No payment beyond the amount which would have been payable in the absence of this Reinstatement Basis of Indemnity shall be made: -
  - a. unless reinstatement commences within 12 months of **Damage** occurring unless otherwise agreed by **Underwriters**;
  - b. until the Cost of Reinstatement shall have been actually incurred;
  - c. if the **Property Insured** at the time of the **Damage** shall be insured by any other insurance effected by **You** or on **Your** behalf which is not upon the same basis of reinstatement.

Subject always to **Underwriters** liability not exceeding the limits and **Sum Insured** stated in the **Schedule**.

#### Alternative Basis of Settlement Condition

If reinstatement of the **Property Insured** does not take place **Underwriters** agree that if, during the **Period of Insurance**, an item of **Property Insured** at the **Premises** sustains **Damage** due to a **Defined Peril**, then following an **Insured Event** under this Section **Underwriters** will pay **You**, whichever is the lesser of:

- i) the cost to reinstate, repair or replace such **property** or any part of it less an appropriate deduction for depreciation wear and tear, or
- ii) the diminution in value of the **Property Insured**

or whatever other measurement of settlement that both **You** and **Underwriters** agree upon.

Subject always to **Underwriters** liability not exceeding the limits and **Sum Insured** stated in the **Schedule**.

#### Exclusions Applying to Section 1

- a. the amount of the **Excess** stated in the **Schedule**
- b. loss by delay, loss of market, Consequential Loss of any and every description
- c. **Property Insured** which is insured more specifically by or on behalf of **You** or more specifically covered under another Section of this **Policy**
- d. **Damage** to any **Property Insured** directly or indirectly caused or contributed from:
  - i) subsidence, collapse, landslip, ground heave, settling, cracking, shrinkage, expansion, settlement or bedding down of any building or foundation unless resulting from **Damage** not otherwise excluded
  - ii) moth, termites, vermin or insect, wear, tear, gradual deterioration, rust or oxidation, rot, mould or mildew, inherent vice, latent defect unless resulting from **Damage** not otherwise excluded
  - iii) corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching or denting unless resulting from **Damage** not otherwise excluded
  - iv) change in climatic or atmospheric conditions or in water table levels,
  - v) theft, wind, rain, hail, sleet, snow, flood or dust **Damage** to movable property in the open, fences and gates
  - vi) infidelity or dishonesty by **You** or any of **Your Employees** or other persons to whom **Property Insured** may be entrusted or loss, destruction or **Damage** resulting from **You** voluntarily parting with title or possession of any property if induced to do so by any fraudulent scheme, trick, device or false pretence
  - vii) any unexplained loss or loss or shortage disclosed on taking inventory, misfiling or misplacing of information
  - viii) theft or attempted theft unless involving forcible and violent entry into or exit from the **Building**
  - ix) any loss in excess of € 12,500 for **Damage** caused by malicious persons where the person who caused the **Damage** was authorised to be on the Premises at the time of the **Damage**
- e. **Damage** to:
  - a) property or structures in course of construction or erection and materials or supplies in connection with all such property and
  - b) land, roads, pavements, piers, jetties, bridges, culverts or excavations

#### Limit of Indemnity

**Underwriters'** liability in respect of all incidents of **Damage** to an item of **Property Insured** during the **Period of Insurance** shall be limited as follows:

- (i) If an individual **Sum Insured** is specified on the **Policy Schedule** for that item, **Underwriters'** liability shall be limited to that **Sum Insured**;
- (ii) In any event, **Underwriters'** liability shall in no circumstances exceed, in the aggregate, the total **Sum Insured** for the category of **Property Insured** on the **Schedule** under which that item falls.

But: -

- (i) In the event that, at the time of **Damage** any **Buildings** are awaiting refurbishment, redevelopment

- or renovation, then **Underwriters** shall not be liable for any costs which would have been incurred by **You** in the absence of such **Damage** as part of that work.
- (ii) In the event that, at the time of **Damage** any **Buildings** are the subject of an existing contract or order for demolition then **Underwriters**' liability shall be limited to **Removal of Debris**.

### Average Clause

Each item insured under this Section is declared to be separately subject to the following Condition of Average.

If at the time of **Damage** the **Underwriters** establish that the cost of reinstating or replacing the lost or damaged **property insured** exceeds the **Sum Insured** for such property, then the **Underwriters** will reduce the amount of any claim in proportion with the level of under insurance. **You** shall be considered as being **Your** own insurer for the difference between the **Sum Insured** and the sum representing the **Cost of Reinstatement** of the whole of the **property insured** and shall bear a rateable proportion of the loss accordingly.

The **Excess** shall not be reduced in the event that the Average clause applies to **Your** claim.

If the Alternative Basis of Settlement Condition is applied this Average clause is amended to:

The **Sum Insured** by each item is separately declared to be subject to Average.

If at the time of **Damage** the Underwriters establish that the **Sum Insured** for any item of **property insured** is less than the value of such property, then the Underwriters will reduce the amount payable in proportion with the level of under insurance.

**You** shall be considered as being **Your** own insurer for the difference between the **Sum Insured** and the value of the whole of the **property insured** and shall bear a rateable proportion of the loss accordingly.

The **Excess** shall not be reduced in the event that the Average clause applies to **Your** claim.

### Other Insurances

If at the time of **Damage** resulting in a loss under this Section, there be any other insurance effected by or on **Your** behalf covering such loss or any part of it the liability of the **Underwriters** hereunder shall be limited to its rateable proportion of such loss.

### Definitions specific to this Section 1

**Cost of Reinstatement** means:

- i) the rebuilding or replacement of **property** lost or destroyed which provided **Underwriters**' liability is not increased may be carried out:
  - a. in any manner **You** and the **Underwriters** agree
  - b. on another site agreed by both **You** and the **Underwriters**
- ii) the repair or restoration of **property** damaged in either case to a condition and design equivalent to or substantially the same as but not better or more extensive than its condition when new including an allowance for **Removal of Debris, European Community and Public Authorities, Architects Surveyors Legal and Consulting Engineers Fees**

**Removal of Debris** means costs and expenses necessarily incurred by **You** with the consent of the **Underwriters** in;

- a) removing debris
- b) dismantling and/or demolishing
- c) shoring up or propping of the portions of the **Property Insured**
- d) clearing drains sewers and gutters at the **Property Insured** as a result of **Damage** hereby insured against

The **Underwriters** will not pay for any costs or expenses;

- 1) incurred in removing debris except from the site of such **property** destroyed or **Damaged** and the area immediately adjacent to such site
- 2) arising from pollution or contamination of **property** not insured by this Section

**European Community and Public Authorities** means Such additional cost of reinstatement as may be incurred solely by reason of the necessity to comply with the stipulations of;

- 1) European Community Legislation, or
  - 2) Building or other Regulations under or framed in pursuance of any Act of Parliament or Bye Laws of any Public Authority (hereafter referred to as 'the Stipulations') which governs the construction, alteration and reinstatement of buildings.
- Excluding;
- a) the cost incurred in complying with the Stipulations:

- i) in respect of **Damage** occurring prior to the granting of this **Policy**
- ii) in respect of **Damage** not insured by this Section
- iii) under which notice has been served upon **You** prior to the happening of the **Damage**
- iv) for which at the time of **Damage** there is an existing requirement which has to be implemented within a given period
- v) in respect of **property** entirely undamaged by any peril hereby insured against
- b) the additional cost that would have been required to make good the **property** lost destroyed or **Damaged** to a condition equal to its condition when new had the necessity to comply with the Stipulations not arisen
- c) the amount of any charge or assessment arising out of capital appreciation which may be payable in respect of the **property** or by the owner and by reason of compliance with the Stipulations.

#### **Architects Surveyors Legal and Consulting Engineers Fees** means

The reasonable cost of employing architects surveyors lawyers and consulting engineers in the reinstatement or repair of the **Property Insured** consequent upon its **Damage** but not for preparing any claim.

## **Extensions Applicable to Section 1 – Buildings**

### **Landlords Contents**

Following an **Insured Event** this Section extends to include **Damage** to **Landlords Contents** up to the **Sum Insured** stated in the **Schedule**. However, if, at the time of **Damage**, the **Sum Insured** stated in the **Schedule** is less than the full value of the **Property Insured** by that item, the amount payable by the **Underwriters** will be proportionately reduced..

### **Reinstatement of Sum Insured**

Following an **Insured Event** the **Sum Insured** by this Section will be automatically reinstated from the date of the loss unless written notice is given to the contrary either by the **Underwriters** or by **You** and **You** undertake to pay such necessary premiums as may be required for such reinstatement from that date.

### **Sale of Property Insured**

If at the time of **Damage** to any **Building** insured under this Section **You** shall have contracted to sell **Your** interest in such a **Building** and the purchase shall not have completed, the purchaser on completion of the purchase if and so far as the **property** is not otherwise insured by or on behalf of the purchaser against such **Damage** shall be entitled to the benefits of this Section of the **Policy** so far as it relates to such **Damage** without prejudice to the rights and liabilities of **You** or the **Underwriters** under this Section up to the date of completion

### **Services Clause**

The insurance by each item of **Property Insured** extends to cover telephones, gas, water and electric instruments, meters, piping, cabling and accessories including similar **property** in the adjoining yards and roadways or underground (and pertaining to any **Building** insured by this section), all belonging to **You** or for which **You** are responsible.

### **Additional Metered Water Charges**

**Underwriters** will pay to **You** additional metered water charges incurred by **You** as a result of **Damage** following an **Insured Event** under this **Policy** except those in respect of any loss which has not been discovered and remedial action taken within 30 days of the occurrence of the **Damage** provided that the maximum amount payable under this Clause in any one **Period of Insurance** shall not exceed €6,500.

### **Book Debts**

In the event of **Damage** following an **Insured Event** under this section to **Your** books of account or other business books or records and **You** are in consequence of such **Damage** unable to trace or establish the **Outstanding Debit Balances** in whole or in part due to **You** then the **Underwriters** will pay to **You** the amount of loss resulting from such **Damage** in accordance with the **Policy** provisions herein contained. The insurance hereunder is limited to the loss sustained by **You** in respect of **Outstanding Debit Balances** directly due to the **Damage** and the amount payable in respect of any one occurrence of **Damage** shall not exceed;

- 1) the difference between:
  - a) **Outstanding Debit Balances** and

- b) the total of the amounts received or traced in respect of
- 2) the additional expenditure incurred with the previous consent of the **Underwriters** in tracing and establishing Customers' debit balances after the **Damage** provided that if the **Sum Insured** by this Item be less than the **Outstanding Debit Balances** the amount payable shall be proportionately reduced. Provided that the liability of **Underwriters** shall not exceed the **Sum Insured** stated in the **Schedule**

The **Underwriters** will pay the reasonable charges payable by **You** to **Your** Professional Accountants for producing any particulars or details or any other proofs, information or evidence as may be required by the **Underwriters** under the terms of this **Policy** and reporting that such particulars or details are in accordance with **Your** books of account or other business books or documents provided that the sum of the amount payable under this clause and that amount otherwise payable under this Section shall in no case exceed the **Total Sum Insured** hereby.

### Capital Additions

Subject to **Damage** arising following an **Insured Event** under this **Policy** **Underwriters** agree to extend cover to include;

- a) any newly acquired and/or newly erected buildings or buildings in course of erection (excluding any property for which a building contractor is responsible) insofar as the same are not otherwise insured
- b) alterations, additions and improvements to buildings but not in respect of any appreciation in value anywhere in the Republic of Ireland provided that;
  - i) at any one situation this cover shall not exceed 10% of the **Sum Insured** by this Section but in no case exceeding €1,250,000
  - ii) **You** undertake to give particulars of such extension of cover as soon as practicable and in any event within 6 months of any newly acquired and/or newly erected buildings or alterations, additions and improvements to buildings and to effect specific insurance thereon retrospective to the date of the commencement of the **Underwriters** liability

### Damage to Landscaped Gardens

**Underwriters** agree to extend cover to include the cost of restoring any **Damage** to landscaped gardens including trees caused by the Emergency Services in attending the **Premises** following an **Insured Event** provided that the maximum amount payable under this extension in any one **Period of Insurance** shall not exceed € 32,000.

### Damage to Cables and Underground Pipes

Subject to **Damage** following an **Insured Event** under this **Policy** **Underwriters** agree to extend cover to include the cost of repairing **Damage** for which **You** are responsible to cables and underground pipes and drains (and their inspection covers) on the **Property Insured** or connecting them to the public mains subject to the terms and conditions of the **Policy** provided that the maximum amount payable under this extension in any one **Period of Insurance** shall not exceed € 6,000.

### Fire extinguishment expenses and emergency services damage

**Underwriters** will pay **You** up to the amount specified in the **Schedule**:

- a) extinguishment expenses reasonably incurred by the insured in order to minimise damage;
- b) expenses incurred in recharging or repairing damage to any gas or sprinkler fire extinguishment system;
- c) damage to lawns gardens playing surfaces and landscaped areas car parks private roads and pathways at the premises caused by emergency service vehicles while attending an incident involving damage for which the insurer has accepted a claim under this insured section;

Except that the insurer's liability for costs and expenses will not exceed the amount stated in the schedule.

### Glass

**Underwriters** will pay **You** following breakage of **Glass** at the **Premises** as specified in the **Schedule** including;

- a) The reasonable cost of boarding up rendered necessary by such breakage
- b) The reasonable cost of repairing or replacing window frames and framework consequent upon the breakage of **Glass**
- c) The reasonable cost of refitting alarm foil consequent upon the breakage of **Glass**.

The liability of the **Underwriters** under this Extension does not cover;

- a) The amount of the **Excess** specified in the **Schedule**
- b) Consequential loss of any kind or description except as stated to the contrary
- c) Any breakage arising directly or indirectly from: -
  - i) alterations or repairs to the **Premises** or occurring whilst the **Premises** are empty or not in use
  - ii) defects in frames, framework or other fittings.



Provided that the liability of **Underwriters** shall not exceed the **Sum Insured** stated in the **Schedule** at the time of the **Damage**.

### **Personal Possessions**

Subject to **Damage** following an **Insured Event** under this **Policy Underwriters** agree to extend cover to include directors, partners, customers, visitors and **Employees** personal effects of every description (other than motor vehicles) within the **Premises** insofar as they are not otherwise insured for an amount not exceeding € 650 in respect of any one person.

### **Removal of Debris Tenants Contents**

Following an **Insured Event** under this section **Underwriters** will pay **You** the irrecoverable costs and expenses (if they are not otherwise insured) necessarily incurred by **You** with the consent of the **Underwriters** in removing from the **Property Insured** the debris of contents (not being **Your** property) as a result of **Damage** hereby insured against.

The **Underwriters** will not pay for any costs or expenses;

- 1) incurred in removing debris except from the site of such property destroyed or **Damaged** and the area immediately adjacent to such site
- 2) arising from pollution or contamination of property not insured by this Section

Provided that the maximum amount payable under this extension in any one **Period of Insurance** shall not exceed € 6,000.

### **Theft of Keys**

**Underwriters** will pay **You** the reasonable costs necessarily incurred in replacing external door locks at the **Premises**

if there is reasonable evidence that the keys have been duplicated by an unauthorised person or following the loss of keys by;

- a) theft from the **Premises** or Registered Office or from **Your** home or the home of any principal, director, partner or **Employee** authorised to hold such keys
- b) theft following hold up whilst such keys are in **Your** personal custody or the personal custody of any principal, director, partner or **Employee** authorised to hold such keys

Provided that the maximum amount payable under this Extension in any one **Period of Insurance** shall not exceed € 1,250.

### **Trace and Access**

**Underwriters** will pay **You** the reasonable costs necessarily incurred in locating the source and subsequent making good of **Damage** resulting from;

- a) the escape of water from any tank, apparatus or pipe serving the **Premises**, for which **You** are responsible
- b) accidental **Damage** to cables, underground pipes and drains serving the **Premises**, for which **You** are responsible

Provided that in respect of a) the **Defined Peril 9** Escape of water from any tank apparatus or pipe is operative. The maximum amount payable under this Extension shall not exceed in any one **Period of Insurance** € 6,000.

### **Unauthorised Use of Utilities**

**Underwriters** will pay **You** the cost of metered electricity, gas or water for which **You** are legally responsible arising from its unauthorised use by persons taking possession keeping possession or occupying the **Premises** without **Your** authority provided that **You** shall take all practical steps to terminate such unauthorised use as soon as it is discovered and provided further that the maximum amount payable under this Clause shall not exceed in any one **Period of Insurance** € 12,250.

## **Conditions applicable to Section 1 – Buildings**

### **Mortgagees and Other Interests**

The interest of the Mortgagee(s) in the **Property Insured** to which their interest applies is noted. Such interest must be advised to the **Underwriters** in the event of **Damage**. In addition, if, without the knowledge of the

Mortgagee, there is a change in the use of the **Premises** which constitutes an increase in the risk of **Damage**, cover under this **Policy** shall not be prejudiced provided that the Mortgagee shall immediately on becoming aware thereof give notice in writing to the **Underwriters** and on demand pay such reasonable additional premium as the **Underwriters** may require

### **Subrogation Waiver**

In the event of a claim arising under this Section the **Underwriters** agree to waive any rights remedies or relief to which they might have become entitled by subrogation against;

- a) any company standing in relation of Parent to Subsidiary (Subsidiary to Parent) to **You** as defined in the Companies Act or order current at the time of **Damage**
- b) any company which is a subsidiary of a Parent Company of which **You** a Subsidiary in each case within the meaning of the Companies Act or the Companies (N.I.) Order or any subsequent act or order current at the time of **Damage**
- c) any tenant provided that;
  - i) the **Damage** did not result from a criminal fraudulent or malicious act of the tenant and
  - ii) the tenant has contributed to the cost of insuring the **Property Insured** against the event which caused the **Damage**.

### **Unoccupied or vacant premises**

It is a condition to liability of the **Underwriters** under this **policy** that whenever the **Building(s)** or any part are **unoccupied** or vacant:

- a) the mains supply services are switched off at the point of supply to the building other than in respect of the following circumstances:
  - i) the circuit(s) of the electricity supply which is/are needed to maintain any fire or intruder alarm system in operation.
  - ii) mains services which are needed to maintain any sprinkler systems in full working order and in these circumstances, heating must be maintained in the **premises** at a minimum temperature of 5 degrees Centigrade.
  - iii) water, gas and electricity left on to avoid risk of damp.
  - iv) water, gas and electricity left on to power lighting for prospective buyers and/or operation of lights on timers to give the impression that the **premises** is occupied.
  - v) water, Gas and Electricity left on if the **insured** is staying at the **premises** overnight.
- b) the **premises** are inspected thoroughly both internally and externally at least once each week by the Insured or employees of the Insured and:
  - i) all defects in maintenance and security are rectified immediately.
  - ii) accumulations of combustible materials such as junk mail, in and around the **premises** are removed during inspection.
  - iii) with records of such inspections maintained.
- c) all windows and doors to the **premises** are secured against illegal entry by good quality locks and other security measures, all of which are in operation.
- d) the perimeter fences, walls and gates are maintained in good repair. throughout the **period of insurance** unless otherwise agreed by the **Underwriters**.
- e) Defined Perils 5,6,7,8,9,10,11,12,13,14 specified in Sections 1 and 2 shall not apply to **Unoccupied Buildings**.

### **Value Added Tax**

To the extent that **You** are registered with and accountable to or should, according to the applicable laws at the time, be registered with and accountable to the tax authorities for Value Added Tax, all terms in this Section shall be exclusive of such tax.



## Section 2 – Rental Income

Following an **Insured Event** under Section 1 and the **Business** carried on by **You** at the **Premises** stated in the **Schedule** being interrupted or interfered with the **Underwriters** will (subject to the terms, definitions, exclusions and conditions of the **Policy**) pay **You** the amount of loss arising as a result in accordance with the following provisions. The insurance is limited to loss due to;

- i) loss of **Gross Rentals**
- ii) increase in cost of working and the amount payable as indemnity thereunder shall be;
  - a. the amount by which the **Gross Rentals** during the **Indemnity Period** shall in consequence of the **Damage** fall short of the **Standard Gross Rentals**
  - b. the additional expenditure necessarily and reasonably incurred including the cost of re-letting the **Premises** (including legal fees) for the sole purpose of avoiding or diminishing the loss of **Gross Rentals** which but for that expenditure would have taken place during the **Indemnity Period** in consequence of the **Damage** but not exceeding the amount of the reduction in **Gross Rentals** thereby avoided

less any sum saved during the **Indemnity Period** in respect of such charges or expenses of the **Business** as may cease or be reduced in the consequence of the **Damage** provided that;

- 1) payment shall have been made or liability admitted under Section 1 of this **Policy** in respect of such **Damage**
- 2) if the **Sum Insured** by this Section be less than the **Annual Gross Rentals** (or a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds twelve months) the amount payable shall be proportionately reduced.

### Alternative Trading

If during the **Indemnity Period** accommodation shall be provided or services rendered elsewhere other than at the **Premises** for the benefit of the **Business** either by **You** or others on **Your** behalf the money paid or payable in respect of such accommodation and services shall be brought into account in arriving at the **Gross Rentals** during the **Indemnity Period**.

### Automatic Rent Review

Where the **Gross Rentals** are subject to a rent review during the **Period of Insurance** the relevant **Sum Insured** will be automatically increased to reflect the revised **Gross Rentals** earned up to a maximum increase of 100% of the **Sum Insured** on **Gross Rentals** stated in the **Schedule**.

No additional premium will be charged for this increase in cover during the **Period of Insurance** provided that **You** advise **Underwriters**, prior to renewal, of the revised **Gross Rentals** for the ensuing **Period of Insurance**.

### Bomb scare or Unlawful Occupation

This Section extends to include interruption of or interference with the **Business** due to;

- a) the suspected or actual presence of an incendiary or explosive device on or in the vicinity (vicinity shall mean 1 kilometre) of the **Premises**
  - b) occupation of the **Premises** or other property in the vicinity (vicinity shall mean 1 kilometre) by members of a terrorist or criminal organisation or unlawful occupants
- Provided the **Underwriters** will not be liable for;
- i) any incident involving an interruption of less than 48 hours duration
  - ii) any period other than the actual period of prevention or hindrance of access to the **Premises**
  - iii) eviction costs

This extension shall only apply for the period beginning with the loss and ending not later than three months thereafter during which the results of the **Business** shall be affected in consequence of a) or b) above.

### Buildings Awaiting Sale

If at the time of the **Damage** **You** have contracted to sell **Your** interest in the **Buildings** and the sale is cancelled or delayed solely in consequence of the **Damage** the amount payable under this Section may at **Your** option be amended as follows;

- a) during the period prior to the date upon which but for the **Damage** the sale of the **Buildings** would have been completed:  
reduction in **Gross Rentals**, being the amount by which the **Gross Rentals** earned during the **Indemnity Period** will, in consequence of the **Damage**, fall short of the **Standard Gross Rentals**
- b) during the period commencing with the date upon which but for the **Damage** the sale of the **Buildings** would have been completed and ending with the actual date of sale or with the expiry of the **Indemnity Period** if earlier:  
the loss of interest, being:
  - i) reasonable interest actually incurred on capital borrowed in connection with the **Business** solely to replace (in whole or in part) the loss of use of the sale proceeds

- ii) reasonable investment interest lost on any balance of the sale proceeds (after deduction of any capital borrowed as provided for under i) above)
- c) additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or minimising the loss payable under paragraphs a or b above, but not exceeding the amount of the reduction avoided by such expenditure.

Provided that the liability of the **Underwriters** under this Extension and the section will not exceed the **Sum Insured** set against the item on **Gross Rentals** in the **Schedule** plus any payment under the Automatic Rent Review Extension in any one **Period of Insurance**.

### Capital Additions

This Section extends to include within the **Sum Insured Gross Rentals** in respect of;

- a) alterations, additions, extensions and improvements to the **Premises** insured
- b) newly acquired and or newly erected buildings anywhere in the Republic of Ireland provided they are not otherwise insured

Provided that;

- i) at anyone **Premises** the cover shall not exceed 10% of the total **Sum Insured** on **Gross Rentals** or € 1,250,000 whichever is the less
- ii) **You** undertake to give particulars of such extension of cover as soon as practicable and in any event within 6 months of any newly acquired and/or newly erected buildings or alterations, additions and improvements to buildings and to effect specific insurance thereon retrospective to the date of the commencement of the **Underwriters** liability

### Denial of Access

**Damage** to property in the vicinity (vicinity shall mean 1 kilometre) of the **Premises** which prevents the use of the **Premises** or access thereto whether **Your Premises** shall be **Damaged** or not (but excluding **Damage** to property of any supply undertaking from which **You** obtain electricity, gas or water or telecommunications services which prevent the supply of such services) shall be deemed to be loss resulting from **Damage to Property** at the **Premises**.

### Loss or Damage at Managing Agents

#### Premises

**Damage** to property at the Premises of **Your** Managing Agent shall be deemed to be loss resulting from **Damage to Property Insured** at the **Premises**.

### Failure of Public Supply

**Damage** to property at any;

- a) generating station or sub-station of the public electricity supply undertaking
- b) land based premises of the public gas supply undertaking or of any natural gas producer linked directly therewith
- c) water works and pumping stations of the public water supply undertaking
- d) land based premises of the public telecommunications undertaking from which **You** obtain electricity, gas, water or telecommunication services within the **Territorial Limits** shall be deemed to be loss resulting from **Damage to Property** at the **Premises**.

### Loss of Attraction

**Damage** to property in the vicinity (vicinity shall mean 1 kilometre) of the **Premises** which shall deter potential tenants whether **Your Premises** or property shall be **Damaged** or not shall be deemed to be a loss resulting from **Damage to Property Insured** at the **Premises** provided that the maximum amount payable under this Clause in any **Period of Insurance** shall not exceed;

- a) € 62,500 or the **Sum Insured** in respect of each **Premises** whichever is the less
- b) € 312,500 in any one **Policy** period.

### Murder or Suicide

The **Underwriters** shall indemnify **You** under this section in respect of **Damage** resulting from interruption of or interference with the **Business** during the **Indemnity Period** following;

- a) murder or suicide in the **Premises**
- b) Injury or illness sustained by any person arising from or traceable to foreign or injurious matter in food or drink provided in the **Premises**
- c) vermin or pests in the **Premises**
- d) the closing of the whole or part of the **Premises** by order of a competent public authority consequent upon defect in the drains or other sanitary arrangements at the **Premises**

The insurance by this Extension shall only apply for the period beginning with the occurrence of the loss and ending not later than three months thereafter during which the results of the **Business** shall be affected in consequence of the **Damage**.

### **New Business**

For the purpose of any claim arising from **Damage** occurring before the completion of the first years trading of the **Business** at the **Premises** Definitions **Annual Gross Rentals** and **Standard Gross Rentals** shall bear the following meanings and not as within stated;

#### **Annual Gross Rentals**

The proportional equivalent for a period of twelve months of the **Gross Rentals** realised during the period between the commencement of the **Business** and the date of the **Damage**

#### **Standard Gross Rentals**

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

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

### **Other Insurances**

If at the time of any **Damage** resulting in a loss under this Section, there be any other insurance effected by or on **Your** behalf covering such loss or any part of it the liability of the **Underwriters** hereunder shall be limited to its rateable proportion of such loss.

### **Payments on Account**

Following an **Insured Event** the **Underwriters** will make monthly payments on account during the **Indemnity Period** to **You** if desired.

### **Professional Accountants Charges**

The **Underwriters** will indemnify **You** in respect of reasonable fees payable by **You** to **Your** professional accountants for producing any particulars or details contained in **Your Business** books or documents or other such proofs information or evidence as the **Underwriters** may require under the terms of the Claims Duties section of the **Policy** Conditions and reporting that such particulars or details are in accordance with **Your Business** books or documents.

### **Rent Free Period**

If at the date of the **Damage** any **Premises** are subject to a rent-free period under the terms of the lease, then the **Indemnity Period** stated in the **Schedule** shall be adjusted by adding the unexpired portion of the rent-free period to the number of years shown in the **Schedule** provided that the **Underwriters** liability does not exceed the **Sum Insured** stated in the **Policy**.

### **Value Added Tax**

To the extent that **You** are registered with and accountable to or should, according to the applicable laws at the time, be registered with and accountable to the tax authorities for Value Added Tax, all terms in this Section shall be exclusive of such tax.

## Section 3 – Property Owners Liability

### Cover

Following an **Insured Event** the **Underwriters** will indemnify **You** against all sums **You** shall become legally liable to pay as damages and claimants costs and expenses arising out of events occurring during the **Period of Insurance** in the course of the **Business** causing accidental;

- a) **Injury** to any person other than an **Employee**
- b) **Damage** to material property
- c) nuisance or trespass, obstruction, loss of amenities or interference with any right of way, air, light or water or other easement
- d) wrongful arrest, detention, imprisonment or eviction of any person or invasion of the right of privacy occurring within the **Territorial Limits**

### Additional Persons Insured

This Section shall extend to include in the event of the death resulting from **Injury** of any person entitled to indemnity under this Section the deceased's legal personal representatives but only in respect of liability incurred by such deceased person.

At **Your** request the **Underwriters** will indemnify under the terms of this Section **Your** directors or **Employees** in respect of liability arising in connection with the ownership of the **Premises** described in the **Schedule** Provided always that;

- a) each such additional person insured shall as though they were **You** observe fulfil and be subject to the terms of this **Policy** insofar as they can apply
- b) the **Underwriters** shall retain the sole conduct and control of all claims.

### Compensation for Court Attendance

In the event of any of the undermentioned persons attending court as a witness at the request of the **Underwriters** in connection with a claim in respect of which **You** are entitled to indemnity under this Section the **Underwriters** will provide compensation to **You** at the following rates per day for each day on which attendance is required;

- a) any director or partner of €300
- b) any **Employee** € 130

### Corporate Manslaughter and Corporate Homicide Act

Cover under this Section extends to Indemnify **You** in respect of legal costs and expenses incurred with **Underwriters'** prior written consent in connection with the defence of any criminal proceedings (including any appeal against conviction arising from any such proceedings) brought in respect of a charge and or investigations connected with a charge of corporate manslaughter or corporate homicide under a Corporate Manslaughter and Corporate Homicide Act or any equivalent legislation committed or alleged to have been committed during the **Period of Insurance** in the course of the **Business**. Provided always that:

- a) **Underwriters'** liability under this extension shall not exceed € 6,500,000 in any one **Period of Insurance** or the **Limit of Indemnity** stated in the **Schedule** whichever is the lesser. This limit will form part of and not be in addition to the **Limit of Indemnity** stated in the **Schedule**
- b) This Extension shall apply only to proceedings brought in the Republic of Ireland.
- c) **Underwriters** must consent in writing to the appointment of any solicitor or counsel who are to act for and on **Your** behalf
- d) You shall give immediate notice to **Underwriters** of any summons or other process served upon **You** which may give rise to proceedings under this Extension
- e) In relation to any appeal counsel has advised there are strong prospects of such appeal succeeding
- f) **Underwriters** shall not be liable;
  - i) Where **You** have committed any deliberate or intentional criminal act giving rise to a corporate manslaughter or corporate homicide charge or equivalent charge
  - ii) In respect of fines or penalties of any kind
  - iii) In respect of the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of breach of;
    - a. The Welfare and Safety at Work Act
    - b. Food Safety Authority of Ireland Act, 1998 or any regulations made thereunder
    - c. The Consumer Protection Act 2007 or any regulations made thereunder
  - iv) Where indemnity for defence costs is available from any other source or is provided by any other insurance or where but for the existence of this extension indemnity would have been provided by such other source or insurance
- g) Where the **Underwriters** have already indemnified **You** in respect of legal costs or expenses incurred in the defence of any criminal proceedings arising out of the same cause or occurrence which gave rise to

the charge of and or investigation connected with the corporate manslaughter or corporate homicide under another section of the **Policy** the amount paid under that section will be taken into account in arriving at the **Underwriters'** liability payable under this extension.

### Cross Liabilities Clause

If more than one of **You** is referred to in the **Schedule** each of **You** so named shall be considered as a separate and distinct entity and the word **You** shall be construed as applying to each of **You** in the same manner as if a separate **Policy** had been issued to each.

Provided always that the liability of the **Underwriters** for all damages payable as a result of any one occurrence or of all occurrences of a series consequent upon or attributable to one source or original cause shall not exceed in the aggregate the **Limit of Indemnity** stated in the **Schedule** irrespective of the number of insured parties involved.

### Discharge of Liability Clause

The **Underwriters** may pay the **Limit of Indemnity** or any lesser amount for which any claim or claims against **You** can be settled and the **Underwriters** shall be under no further liability in respect of such claim or claims except for costs or expenses incurred prior to the date of such payment.

### Limit of Liability

The liability of the **Underwriters** for all damages payable as a result of any one occurrence or of all occurrences of a series consequent upon or attributable to one source or original cause shall not exceed the **Limit of Indemnity** stated in the **Schedule** irrespective of the number of insured parties involved. In addition the **Underwriters** will pay;

- a) all other defence costs and expenses (including criminal charges brought under the Safety Health and Welfare Act 2005) incurred with their prior written consent provided that:
  - i.) the proceedings relate to the health, safety and welfare of persons other than **Employees**
  - ii.) the **Underwriters** will not indemnify **You** in respect of:
    - o fines and penalties
    - o costs or expenses insured elsewhere

any one **Period of Insurance**, such amount being included within and not additional to the **Limit of Indemnity**.

### Exclusions Applying to Section 3

The **Underwriters** shall not be liable under this Section for:

- 1) Any liability assumed by **You** by a contract or agreement entered into by **You** and which would not have attached in the absence of such agreement
- 2) Loss of or **Damage** to;
  - a) property belonging to **You**
  - b) property which is leased, let, rented, hired or lent to or which is the subject of a bailment to **You**
- 3) **Injury**, loss or **Damage** caused by or in connection with or arising out of the ownership, possession or use by or on behalf of **You** of any;
  - a) Aircraft, hovercraft or watercraft mechanically propelled vehicle or trailer attached to (other than motorised garden implements whilst stored at the **Premises** or being used to maintain the land at the **Premises** described in the **Schedule**) and, any liability for which compulsory motor insurance or security is required under a Road Traffic Act or other compulsory road traffic act legislation.
  - b) lift, elevator, hoist, crane, steam boiler or other apparatus operating under pressure, for which a statutory inspection **Policy** is required but not in force at the time of the **Injury**, loss or **Damage**
- 4) any sums for which **You** are or becomes liable to pay as a result of any claim(s) made against **You** or for any associated defence costs or expenses of any kind from any liability arising directly or indirectly out of;
  - a) loss or alteration or **Damage** to, and/or
  - b) a reduction in the functionality availability or operation of a computer system or programme, hardware, data information repository, microchip, integrated circuit or similar device in computer equipment or non-computer equipment as a result of **Your** e-activities.

For the purpose of this exclusion, e-activities means any use of electronic networks including the internet and private networks, intranets, extranets, electronic mail, worldwide web and similar medium carried out by the Insured or by any person, persons, partnership, firm or company acting for **You** or on **Your** behalf.

- 5) any sums **You** are or become liable to pay but for the existence of the Section would be covered elsewhere except in respect of any excess beyond the amount payable under such other insurance had this insurance not been affected.



## Section 4 – Employers Liability

### Cover

Following an **Insured Event** the **Underwriters** will indemnify **You** against all sums that **You** shall become legally liable to pay as damages, together with costs and expenses shown below, in respect of **Injury** sustained within the **Territorial Limits** during the **Period of Insurance** by any **Employee** arising out of their employment by **You** in the course of the **Business**.

### Limit of Indemnity

The liability of the **Underwriters** under this Section for damages, costs and expenses payable in respect of any one claim or series of claims against **You** arising out of one event shall not exceed the amount stated in the **Schedule**.

**Costs and expenses** shall be deemed to mean:

- a) costs and expenses of claimants for which **You** are legally liable;
- b) other costs and expenses incurred with the **Underwriters'** written consent in respect of any claim which may be the subject of indemnity under this Section;
- c) solicitors fees incurred with the **Underwriters'** written consent for:
  - i) defence in any Court of Summary Jurisdiction of any proceedings brought against **You** in respect of breach or alleged breach of any statutory duty resulting in **Injury**;
  - ii) representation at a Coroners Court or Fatal Accident Inquiry in respect of any death; which may be the subject of indemnity under this Section;
- d) legal costs and expenses incurred with the **Underwriters'** written consent by **You** and, at **Your** request, any director or **Employee**, and costs awarded against **You** or the director or **Employee** arising in connection with a prosecution (including an appeal against any conviction resulting from a prosecution) as a result of an alleged offence occurring during the **Period of Insurance** under the Safety Health and Welfare Act 2005 or similar safety legislation provided that:
  - i) the proceedings relate to the health safety or welfare of **Employees**;
  - ii) the **Underwriters** will not indemnify **You** in respect of:
    - (1) proceedings consequent upon a deliberate act by or omission by **You**, any director or **Employee**;
    - (2) fines or penalties of any kind or the costs of appeal against improvement or prohibition notices; or
    - (3) costs and expenses insured by any other **Policy**.
- e) legal costs and expenses incurred with the **Insurer's** written consent by **You**, and costs awarded against **You** arising in connection with a prosecution (including an appeal against any conviction resulting from a prosecution) as a result of the defence of criminal proceedings brought under a Corporate Manslaughter Act or similar legislation provided that:
  - i) the liability of the **Underwriters** for all legal costs and expenses payable in any one **Period of Insurance** shall not exceed the sum of € 13,000,000 or the **Limit of Indemnity** stated in the **Schedule** whichever is the lesser and will form part of and not be in addition to the **Limit of Indemnity** stated in the **Schedule**;
  - ii) the proceedings relate to an actual or alleged offence committed during the **Period of Insurance** within the **Territorial Limits** and in connection with the **Business**;
  - iii) the **Underwriters** will not indemnify **You** in respect
    - (1) proceedings which result from any deliberate act or omission by **You**;
    - (2) any fines or penalties of any kind;
    - (3) any remedial or publicity orders or any steps required to be taken by such orders;
    - (4) costs and expenses insured by any other **Policy**.

### Additional Persons Insured

- a) In the event of the death of any person entitled to indemnity under this Section the **Underwriters** will indemnify in the terms of this Section the deceased's legal personal representatives but only in respect of liability incurred by such deceased person;
- b) At **Your** request the **Underwriters** will indemnify in the terms of this Section:
  - i) any principal in respect of liability arising out of the performance by **You** of any agreement entered into by **You** with the principal to the extent required by such agreement;
  - ii) any of **Your** directors or Employees in respect of liability arising in connection with the **Business**; provided that **You** would have been entitled to indemnity under this Section if the claim had been made against **You**;
  - iii) any officer committee or member of **Your** canteen, sports, social or welfare organisations, fire, security, first aid, medical or ambulance services in their respective capacities as such;
  - iv) any of **Your** directors or senior officials in respect of private work undertaken by any **Employee** for such director or senior official provided that:
    - a) each person shall as though he were **You** observe fulfil and be subject to the terms of this Section insofar as they can apply; and
    - b) the **Underwriters** shall retain the sole conduct and control of all claims.

### Compensation for Court Attendance

In the event of the following persons attending court as a witness at the request of the **Underwriters** in connection with a claim in respect of which **You** are entitled to indemnity under this Section the **Underwriters** will provide compensation to **You** at the following rates per day for each day on which attendance is required:

- a) any of **Your** directors or partners    € 300
- b) any **Employee**    € 130

### Right of Recovery

This Section is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to Employees in the Republic of Ireland but **You** shall repay to the **Underwriters** all sums paid by the **Underwriters** which the **Underwriters** would not have been liable to pay but for the provisions of such law.

### Unsatisfied Court Judgements

In the event of **Injury** to an **Employee**, sustained during the **Period of Insurance** and arising out of his employment by **You** in the course of the **Business**, which results in a judgement for damages being obtained by such **Employee**, or his personal representatives, and which remains unsatisfied in whole or in part six months after the date of such judgement, the **Underwriters** will, at **Your** request, pay to the **Employee** or his personal representatives the amount of any such damages and any awarded costs to the extent that they remain unsatisfied provided that:

- a) the judgement for damages is obtained:
  - i) in a court of law within the Republic of Ireland; and
  - ii) against a company, partnership or individual other than **You**, conducting a business at or from premises within the territories described in i) above;
- b) there is no appeal outstanding;
- c) the judgement relates to Injury which would otherwise be within the terms of the **Policy**; and
- d) if any payment is made under the terms of this clause the **Employee** or the personal representative of the **Employee** shall assign the judgement to the **Underwriters**.

## Section 4 – Employer's Liability Limitations and exclusions

This **insured section** excludes and does not cover:

### Asbestos

liability arising from or caused by any work involving the manufacture, mining, processing, use, installation, storage, removal, stripping out, demolition, disposal, distribution, inspection or testing of or exposure to asbestos, asbestos fibres, asbestos dust, or asbestos containing materials;



### Contractors/Sub Contractors exclusion

This **Policy** does not cover liability in respect of personal injury or property damage arising directly or indirectly from or caused by, contributed to by or arising from any action, omission or otherwise of:

1. Any contractor or subcontractor of yours;
2. Any contractor or subcontractor of any contractor or subcontractor of yours or any tier thereof;
3. Any director, executive officer, employee or partner of any contractor or subcontractor (or any of their contractors or subcontractors) of yours or any tier thereof.

It is noted that this exclusion shall not apply to you for your own liabilities arising out of any action, omission or otherwise of any contractor, subcontractor or other entity named in 1, 2 or 3 above.

### Cyber and Data Exclusion

The following exclusions apply to the whole of the contract.

**We** will not pay for any:

(a) Cyber

loss, **damage**, liability, cost or expense caused deliberately or accidentally by:

- I. the use of or inability to use any application, software, or program.
- II. any computer virus.
- III. any computer related hoax relating to i and/or ii above.

(b) Electronic Data

loss of or **damage** to any electronic data (for example files or images) wherever it is stored.

### Deliberate actions by employees

**bodily injury** and any associated **costs and expenses**, either expected or intended by the **employee** other than the use of reasonable force to protect persons or property, but this exclusion does not apply to liability incurred as a direct or indirect result of such **employees** actions by **you** or **other insured party**, provided such party was unaware of or unable to prevent the **employee's** intentions and did not condone such action.

### Disease Exclusion

This **Policy** does not cover any loss, damage, liability, cost or expense, in any way caused by or resulting from:

- a) infectious or contagious disease.
- b) any fear or threat of a) above; or
- c) any action taken to minimise or prevent the impact of a) above.

Infectious or contagious disease means any disease capable of being transmitted from an infected person, animal or species to another person, animal or species by any means.

### Employment practices dispute

liability which arises out of:

- a) a dispute between an employer / prospective employer and **employee** / prospective **employee** referred or capable of being referred to a Rights Commissioner or the Employment Appeals Tribunal including such appeal courts or tribunals;
- b) a settlement or adjudication of or under the auspices of a Rights Commissioner or the Employment Appeals Tribunal;

and which is or is capable of being insured under a generally available Employment Practices Liability Insurance **Policy**;

### Excess

the **excess** stated in the schedule;

### Fines and penalties

liability for payment of any fines or penalties imposed or ordered to be paid;

### Limit of indemnity

liability in excess of the **limit of indemnity** stated in the **schedule**;

### North American jurisdiction

liability for payment of any judgment, award, payment or settlement made within countries which operate under the laws of **North America** (or to any order made anywhere in the world to enforce such judgment, award, payment or settlement either in whole or in part) unless otherwise stipulated in the **schedule**;

### Nuclear hazards

liability that attaches by or arising from the terms of any contract (other than contracts of employment between **you** and **your** employees) or agreement for **bodily injury** caused by **nuclear hazards**;

### Vehicles

liability for which insurance is required by any road traffic legislation or any alteration to such regulations or any similar legislation applying in any territory consequent on the Third Council Directive 90/232/EEC of 14/05/1990 relating to insurance against civil liability in respect of the use of motor vehicles;

### Pyrites

any liability directly or indirectly caused by or alleged to be caused by or contributed to in whole or in part by pyrite, bravoite, cattierite or vaesite.

### Terrorism

any act of **terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

This exclusion also applies to any action taken in controlling, preventing, suppressing or in any way relating to any act of **Terrorism**.

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

### War

any act of **war** regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

This exclusion also applies to any action taken in controlling, preventing, suppressing or in any way relating to any act of **war**.

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

### Workman's compensation or social security payment

liability for any claims arising out of **bodily injury** that are payable by reason of any workman's compensation scheme, social security scheme or similar insurance scheme arising in connection with, from or due to employment.

## Policy Exclusions

The following **Policy** Exclusions are applicable to Sections One, Two, Three and Four unless otherwise stated

### Asbestos Exclusion

This **Policy** does not cover any loss, cost or expense 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.

### Biological or Chemical Materials Exclusion

This **Policy** excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

### Building Works Exclusion

This **Policy** does not cover any loss, **Damage** or liability caused by or arising out of **Building Works**.

### Contamination and Pollution Exclusion

1. This **Policy** shall not cover any liability, loss or **Damage** due to contamination, soot, deposit, impairment with dust, chemical precipitation, poisoning, epidemic and disease including but not limited to foot and mouth disease, pollution, adulteration or impurification or due to any limitation or prevention of the use of objects because of hazards to health.
2. This Exclusion does not apply if such loss or **Damage** arises out of one or more of the following perils;
  - i) Fire, lightning, explosion, impact of aircraft
  - ii) vehicle impact, sonic boom
  - iii) accidental escape of water from any tank, apparatus or pipe
  - iv) riot, civil commotion, malicious damage
  - v) storm, hail
  - vi) flood inundation
  - vii) earthquake
  - viii) landslide, subsidence
  - ix) pressure of snow, avalanche
  - x) volcanic eruption
3. All other terms and conditions of this **Policy** shall be unaltered and especially the exclusions shall not be superseded by this clause.

### Contractor/Sub Contractor Exclusion

This **Policy** does not cover liability in respect of personal injury or property damage arising directly or indirectly from or caused by, contributed to by or arising from any action, omission or otherwise of:

1. Any contractor or subcontractor of yours;
2. Any contractor or subcontractor of any contractor or subcontractor of yours or any tier thereof;
3. Any director, executive officer, employee or partner of any contractor or subcontractor (or any of their contractors or subcontractors) of yours or any tier thereof.

It is noted that this exclusion shall not apply to you for your own liabilities arising out of any action, omission or otherwise of any contractor, subcontractor or other entity named in 1, 2 or 3 above.

### Cyber and Data Exclusion

The following exclusions apply to the whole of the contract.

**We** will not pay for any:

#### (a) Cyber

loss, **damage**, liability, cost or expense caused deliberately or accidentally by:

- i. the use of or inability to use any application, software, or programme.
- ii. any computer virus.
- iii. any computer related hoax relating to i and/or ii above.

#### (b) Electronic Data

loss of or **damage** to any electronic data (for example files or images) wherever it is stored.

### Disease Exclusion

This **Policy** does not cover any loss, damage, liability, cost or expense, in any way caused by or resulting from:

- a) infectious or contagious disease;
- b) any fear or threat of a) above; or

c) any action taken to minimise or prevent the impact of a) above.

Infectious or contagious disease means any disease capable of being transmitted from an infected person, animal or species to another person, animal or species by any means.

### **Institute Radioactive Contamination Exclusion**

This clause shall be paramount and shall override anything contained in this **Policy** inconsistent therewith:

In no case shall this **Policy** cover loss **Damage** liability or expense directly or indirectly caused by or contributed to by or arising from;

- i) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
- iii) any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
- iv) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
- v) any chemical, biological, bio-chemical or electromagnetic weapon.

### **Micro-Organism Exclusion**

This **Policy** does not cover any loss **Damage** claim cost expenses or other sum directly or indirectly arising out of or relating to mould, mildew, fungus, spores or other micro-organism of any type, nature or description including but not limited to any substance whose presence poses an actual or potential threat to human health.

This Exclusion applies regardless whether there is;

- i) any physical loss or **Damage to Property Insured**
- ii) any **Defined Peril** or cause whether or not contributing concurrently or in any sequence
- iii) any loss of use occupancy or functionality
- iv) any action required including but not limited to repair replacement removal clean-up abatement disposal relocation or steps taken to address medical or legal concerns.

This exclusion replaces and supersedes any provision in this **Policy** that provides insurance, in whole or in part, for these matters.

### **Nuclear Energy Risks Exclusion**

This **Policy** shall exclude Nuclear Energy Risks whether such risks are written directly and/or via Pools and/or Associations.

For the purpose of this **Policy** Nuclear Energy Risks shall be defined as all first party and or third party insurances in respect of;

- i) nuclear reactors and nuclear power stations or plant.
- ii) any other premises or facilities whatsoever related to or concerned with:
  - a) the production of nuclear energy or
  - b) the production or storage or handling of nuclear fuel or nuclear waste
- iii) any other premises or facilities eligible for insurance by any local Nuclear Pool and/or Association.

### **Sanction Limitation and Exclusion Clause**

The **Underwriters** shall not provide cover nor be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the **Underwriters** or any member of the Underwriters group 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.

### **Sonic Bangs Exclusion**

The insurance under this **Policy** does not cover **Damage** caused by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

### **Terrorism Exclusion**

Notwithstanding any provision to the contrary within this **Policy** or any endorsement thereto it is agreed that this **Policy** excludes loss, **Damage**, liability, cost or expense of whatsoever nature directly or indirectly caused by, resulting from, arising out of or in connection with any act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this Endorsement an act of Terrorism means an act, including but not limited to use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of

or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This exclusion also excludes loss, **Damage**, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of Terrorism.

If **Underwriters** allege that by reason of this exclusion, any loss, **Damage**, cost or expense is not covered by this **Policy** the burden of proving the contrary shall be upon **You**.

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

#### **War and Civil War Exclusion**

Notwithstanding anything to the contrary contained herein this **Policy** does not cover loss or **Damage** 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 destruction of or damage to property by or under the order of any government or public or local authority.

## Policy Conditions

The following **Policy** Conditions are applicable to Sections One, Two, Three and Four unless otherwise stated:

### Arbitration

If any difference shall arise as to the amounts to be paid under this **Policy** (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with statutory provisions. Where any difference is by this Condition to be referred to arbitration the making of an award shall be a condition precedent to any right of action against the **Underwriters**.

### Asbestos

This **Policy** only insures asbestos physically incorporated in an insured building or structure, and then only provides indemnity in respect of that part of the asbestos which has been physically **Damaged** during the **Period of Insurance** by one of these **Defined Perils**;

Fire, lightning, explosion or aircraft (**Listed Perils**)

This coverage is subject to all limitations in the **Policy** to which this endorsement is attached and in addition to each of the following specific limitations;

- a) the said building or structure must be insured under this **Policy** for **Damage** by a **Listed Peril**.
- b) the **Listed Peril** must be the immediate sole cause of the **Damage** to the asbestos.
- c) the Insured must report to the **Underwriters** the existence and cost of the **Damage** as soon as practicable after the first **Listed Peril Damaged** the asbestos. However this **Policy** does not insure any such **Damage** first reported to the **Underwriters** more than 12 (twelve) months after the expiration or termination of the **Period of Insurance**.

This **Policy** shall provide no cover (whether for physical **Damage** business interruption delay of repair or other consequential loss) in respect of;

- i) wear and tear or inherent defect, quality or vice in or of any asbestos
- ii) any compliance with or breach of any legal or other duty or obligation (including without limitation any duty arising from any contract or statute, or any instruction, request or order of any court or governmental or regulatory authority) of any person in connection with the design manufacture installation use retention treatment management repair replacement or removal of any asbestos (**Damaged** or otherwise) or
- iii) any asbestos which the **Listed Peril** has not physically **Damaged**.

### Cancellation

This **Policy** may be cancelled at any time at **Your** request by writing to Your insurance advisor. The **Underwriters** will return any premium **You** have paid for any period of insurance left provided **You** have not made a claim.

The **Underwriters** may cancel this **Policy** by sending **You** 14 days' notice by recorded post to **Your** correspondence address shown in the **Schedule**. The **Underwriters** will return any premium **You** have paid for any period of insurance left.

The cost(s) of any survey fees incurred by **Underwriters** will be deducted from any return premium due.

### Rights of Third Parties

The parties to this contract do not intend that any clause or term of this contract should be enforceable by any person who is not a party to this contract.

### Fraud

a) If **You** knowingly or recklessly make a claim under this **Policy** that is false or misleading in any material respect ("Fraudulent Act"):

- i. the **Underwriters** are not liable to pay the claim;
- ii. the **Underwriters** may recover from **You** any sums paid by the **Underwriters** to **You** in respect of the claim; and
- iii. in addition, the **Underwriters** may by written notice to **You** (as soon as is practicable after becoming aware that a consumer has made a fraudulent claim), treat the **Policy** as having been terminated with effect from the time of the Fraudulent Act.

- b) If the **Underwriters** do treat the **Policy** as having been terminated:
- i. they may refuse all liability to **You** under this **Policy** in respect of a relevant event occurring after the time of the Fraudulent Act; and
  - ii. they need not return any of the premiums paid under the **Policy**.

### Mid Term Alterations

Where any change to the cover provided by **Your Policy** and agreed by **Us**, results in additional premium payable by **You** to **Us** of not more than €50, inclusive of levy, then We will not charge **You** in respect of such additional premium.

Where any change to the cover provided by **Your Policy** and agreed by **Us**, results in a premium due to **You** from **Us** of not more than €50, inclusive of levy, then **We** will not refund **You** in respect of such return premium.

### Non-Invalidation

The **Policy** of insurance shall not be invalidated if there is a change in the use of the **Premises** which constitutes an increase in the risk of **Damage**, which is unknown to **You** provided that, immediately **You** become aware thereof they shall give notice to **Underwriters** and pay an additional premium if required.

### Subrogation

Any claimant under this **Policy** shall at the request and at the expense of the **Underwriters** take and permit to be taken all necessary steps for enforcing rights against any other party in **Your** name of the before or after any payment is made by the **Underwriters**. The **Underwriters** shall be entitled to take over and conduct in the name of the defence or settlement of any claim or to prosecute in **Your** name at their own expense and for their own benefit any claim for indemnity or damages or otherwise.

### Law and Jurisdiction

This **Policy** and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter, interpretation or formation shall be governed by and construed in accordance with the law of the Republic of Ireland.

Each party irrevocably agrees that the courts of the Republic of Ireland shall have exclusive jurisdiction to settle any dispute or claim (including contractual or non-contractual disputes or claims) arising out of or in connection with this **Policy** or its subject matter, interpretation or formation.

### Duty of Disclosure

The **insured** or any party acting on behalf of the **insured** is under a duty to answer all questions posed by the **insurer** honestly and with reasonable care in connection with the **insured's** application for insurance, whether at inception or otherwise. Failure to disclose all information requested by the **insurer** during the application process may prejudice the **insured's** position with the **insurer**:

- (i) Innocent misrepresentation

If the **insured** or anyone acting on its behalf makes a claim under this contract of insurance and where the **insured** or anyone acting on its behalf, having discharged their duty to answer questions honestly and with reasonable care, but where an answer as provided involves an innocent misrepresentation, the **insurer** shall pay the claim made and shall not be entitled to avoid this contract on the ground that there was a misrepresentation.

- (ii) Negligence misrepresentation

If the **insured** or anyone acting on its behalf makes a claim under this contract of insurance and where the **insured** or anyone acting on its behalf, having discharged their duty to answer questions honestly and with reasonable care, but where an answer as provided involves a negligent misrepresentation (that is, one that was not fraudulent):

- (a) If the **insurer** would not have entered into the insurance contract on any terms, the **insurer** may avoid the contract and refuse all claims, but shall return the premiums paid;



- (b) If the **insurer** would have entered into the insurance contract, but on different terms (excluding terms relating to the premium), this contract shall be treated as if it had been entered into on those different terms if the **insurer** so requires.
- (c) If the **insurer** would have entered into the insurance contract (whether the terms relating to matters other than the premium would have been the same or different), but would have charged a higher premium, the **insurer** may reduce proportionately the amount to be paid on a claim.
- (d) Where there is not any outstanding claim under the insurance contract, the **insurer** may either:
- (i) give notice to the **insured** that in the event of a claim it will exercise the remedies in paragraphs (a) to (c), or
  - (ii) terminate the contract by giving reasonable notice to the **insured**.
  - (iii) Fraudulent misrepresentation

Where a claim is made under this contract of insurance and where an answer by the **insured**, or anyone acting on its behalf, involves a fraudulent misrepresentation, or where any conduct by the **insured**, or anyone acting on its behalf (relative to this contract or the steps leading to its formation) involves fraud of any other kind, the **insurer** shall be entitled to avoid this contract of insurance.

# Complaints Procedure

## What to do if you have a Complaint - Enquiries and Complaints Procedure

If **you** have any questions or concerns about **your Policy** administration and documents, **you** should contact **your broker**.

### Claims administration enquiries

If **you** have any questions or concerns about a claim or its administration, **you** should contact

Securus Insurance Ltd  
Suite 3, Stafford House  
Strand Road  
Portmarnock  
Co Dublin D13 TR59  
Tel: +353 1 8464512  
Email: info@securus.ie

### How to complain

**Our** aim is to provide all **our** customers with a first class standard of service. However, there may be occasions when **you** feel this objective has not been achieved. If **you** have a complaint about **your Policy** or the handling of a claim, the details below set out some of the key steps that **you** can take to address **your** concerns.

### Where do I start?

#### Policy administration Issues

If **your** complaint is about the way in which the **Policy** was sold to **you** or whether it meets **your** requirements, **you** should contact **your broker**.

Please quote **your Policy** number in all correspondence so that **your** concerns may be dealt with speedily.

#### Claims administration issues

If **your** complaint is about a claim, **you** should refer the matter to Securus Insurance Ltd. Their contact details are provided below:

Securus Insurance Ltd  
Suite 3, Stafford House  
Strand Road  
Portmarnock  
Co Dublin D13 TR59  
Tel: +353 1 8464512  
Email: info@securus.ie

Alternatively you can ask **your broker** to refer the matter on for **you**.

Please quote **your** claim reference and **Policy** number in all correspondence so that **your** concerns may be dealt with speedily.

### Any complaint should be addressed to:

The Complaints Manager

Securus Insurance Ltd  
Suite 3, Stafford House  
Strand Road  
Portmarnock  
Co Dublin D13 TR59  
Tel: +353 1 8464512  
Email: [info@securus.ie](mailto:info@securus.ie)

**You** complaint will be acknowledged, in writing, within 5 (five) business days of the complaint being made. **You** will also be informed of the name of one or more individuals that will be **your** point of contact regarding **your** complaint until the complaint is resolved or cannot be progressed any further. **You** will be provided with an update on the progress of the investigation of **your** complaint, in writing, within twenty business days of the complaint being made.

A decision on **your** complaint will be provided to you, in writing, within 40 (forty) business days of the complaint being made.

Should **you** remain dissatisfied with the final response or if **you** have not received a final response within 40 (forty) business days of the complaint being made, **you** may be eligible to refer **your** complaint to the Financial Services and Pensions Ombudsman (FSPO). The contact details are as follows:

Financial Services and Pensions Ombudsman

Lincoln House  
Lincoln Place  
Dublin 2  
D02 VH29  
Republic of Ireland

Tel: +353 1 6 567 7000

E-mail: [info@fspoi.ie](mailto:info@fspoi.ie)

Website: [www.fspoi.ie](http://www.fspoi.ie)

If **you** have purchased **your** contract online, **you** may also make a complaint via the EU's online dispute resolution (ODR) platform. The website for the ODR platform is [www.ec.europa.eu/odr](http://www.ec.europa.eu/odr). The complaints handling arrangements above are without prejudice to **your** right to commence a legal action or an alternative dispute resolution proceeding in accordance with **your** contractual rights. LBS0027 01/01/2019

## Your Privacy Notice

**We** are Lloyd's Insurance Company S.A. (hereafter referred to as "Lloyd's Europe") an insurance company authorised and regulated by the National Bank of Belgium (NBB) and regulated by the Financial Services and Markets Authority (FSMA). Its registered office is at Place du Champ de Mars 5, Bastion Tower, 14th floor, 1050 Ixelles, Belgium. Its company/VAT number is BE 0682.594.839, RPR/RPM Brussels. LIC is a wholly owned subsidiary of the Society of Lloyd's, 1 Lime Street, London, EC3M 3HA, United Kingdom (Society of Lloyd's).

### What personal information we process about you

**We** collect and use relevant information about **you** to provide **you** with the insurance cover or the insurance cover that benefits **you**, and to meet **our** legal obligations and the obligations of others in the insurance chain.

This information includes details such as **your** name, address and contact details and any other information that **we** collect about **you** in connection with the insurance cover, or the cover from which **you** benefit. This information may include special categories of personal data details such as information about **your** health and any criminal convictions **you** may have.

### Why we collect your personal information and the lawful basis for processing

**We** collect and use **your** personal data to provide **you** with the insurance cover. The legal basis is the contract performance with **you** as the data subject and the compliance with legal obligations, amongst other insurance and tax law obligations.

For processing sensitive health personal data, the general legal basis is the consent, unless there is a local statutory right to do so as a legal basis. For processing child personal data, the legal basis is the consent given or authorised by the holder of parental responsibility over the child.

Finally, **we** can also process **your** personal data for fraud prevention and detection with legitimate interest as the legal basis.

### Who we are sharing your personal data with

The way insurance works means that **your** information may be shared and used by several third parties in the insurance sector (inside and outside the European Economic Area-EEA). For example, insurers, insurance agents or insurance brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. **We** will only disclose **your** personal information in connection with the insurance cover that is provided, and to the extent that it is needed or allowed by law.

From time to time **we** may need to share **your** personal information with third parties outside EEA and **we** will always take steps to ensure that any international transfer of information is carefully managed to protect **your** rights and interests:

- **We** will only transfer **your** personal information to countries which are recognised as providing an adequate level of legal protection or where **we** can be satisfied those alternative arrangements are in place to protect **your** privacy rights.
- Transfers to service providers and other third parties will always be protected by contractual commitments and where appropriate further assurances.
- Any requests for information **we** receive from law enforcement or regulators will be carefully checked before personal information is disclosed.

### How long we keep your data

**We** keep your personal details for no longer than is necessary in offering the insurance arranged or to comply with **our** legal or regulatory requirements. **We** will securely delete or erase **your** personal information if there is no valid business reason for retaining **your** data. In exceptional circumstances, **we** may retain your personal information for longer periods of time if **we** believe there is a prospect of litigation, in the event of any complaints or there is another valid business reason the data will be needed in the future.

### Other people's details you provide to us

Where you provide **us** (or your insurance agent or insurance broker) with details about other people, **you** must ensure that this data protection notice is provided to them.

### Complaints, contacting us and the regulator, and your rights

If **you** wish to know how **we** use **your** information or see a copy of **our** full Privacy **Policy**, please contact us [LloydsEurope.DataProtection@lloyds.com](mailto:LloydsEurope.DataProtection@lloyds.com) or go to the Privacy **Policy** at website <https://www.lloydseurope.com> where **we** have full details.

### You have the following rights in relation to the information we hold about you:

Right to access, right to rectification, right to erasure, right to restriction of processing, right to data portability, right to object, right to withdraw consent.

If **you** wish to exercise **your** rights, **you** need to contact the insurance agent or insurance broker that arranged **your** insurance.

**You** have the right to lodge a complaint with the competent data protection authority, but **we** encourage **you** to contact **us** before doing so.

### Consent

For processing health or genetic personal data, and for processing child personal data below the age of 16, in connection with the insurance cover, the insurance agent or insurance broker that arranged the contract will ask **you** to obtain **your** consent through the data protection consent form, except in countries where, for the processing of sensitive health personal data, in the context of an insurance **Policy**, there is a local statutory right to do so.

The processing of child personal data will be lawful if the consent is given or authorised by the holder of parental responsibility over the child.

Member States may provide by law for a lower age for those purposes provided that such lower age is not below 13 years.

**You** are free to give **us** **your** consent, however, if **you** do not give **your** consent, or **you** withdraw **your** consent, this may affect **our** ability to provide the insurance cover from which **you** benefit and may prevent **us** from providing cover for **you** or handling **your** claims.

### Contact details of the Data Protection Officer

If **you** have any questions relating to data protection that **you** believe **we** will be able to answer, please contact **our** Data Protection Officer:

Data Protection Officer

Lloyds Insurance Company S.A.

Bastion Tower

Place du Champ de Mars 5

1050 Bruxelles

Belgium

Email: [LloydsEurope.DataProtection@lloyds.com](mailto:LloydsEurope.DataProtection@lloyds.com)

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17/03/2023

