Contractors Choice
Policy Document
May 2025

Contractors Choice

Contents

Welcome to AXA	2
Your Policy	3
Important Helplines	4
Meanings of Defined Terms	5
General Policy Conditions	6
General Policy Exclusions	9
Section 1: Material Damage	12
Section 2: Money and Personal Assault	27
Section 3: Computer Equipment	31
Section 4: Goods in Transit	38
Section 5: Business Interruption	42
Section 6: Public Liability	52
Section 7: Personal Accident	62
Section 8: Employers Liabilities	65
Section 9: Contractors all risks section – annual contract	71
Section 10: Commercial Legal Expenses	81
Caring For You	87

Defined terms are **highlighted in bold blue** ▸ see page 5 and the start of each section of cover for their meanings

Welcome to AXA

Thank you for choosing AXA

Please read carefully all documents that **we** have provided and keep them in a safe place.

If **you** have any questions, need anything explained or believe this contract does not meet **your** needs, please contact **your** broker.

Your policy

Your policy is divided into a number of sections. The sections of cover that apply are shown under **your** cover summary which is in the schedule.

Your cover summary contains a list of sections available, but only those shown as 'insured' apply. Where a section does not apply **your** cover summary will state that it is 'not insured' and this section will not be included within the **policy**.

The **policy** describes the cover for which **we** have accepted **your** premium. The **policy** wording, schedule and any endorsements m**us**t be read together.

Your policy is renewable provided **we** agree to accept **your** premium for any subsequent **period of insurance**. A new schedule will be issued for each **period of insurance** showing any changes to **your** cover.

Throughout **your policy**, **we us**e defined terms. Defined terms are **us**ed to explain what a word means and are highlighted in bold blue print. Headings have been **us**ed for **your** guidance to help **you** understand the cover provided. The headings do not form part of the contract.

Under the heading 'What is covered' **we** give information on the insurance provided. This m**us**t be read with 'What is not covered', the **policy** conditions, the general **policy** excl**us**ions and any conditions of cover that are applied to each section.

Under the heading 'What is not covered' **we** draw **your** attention to what is excluded from **your policy**.

Your Policy

Your policy

Welcome to **your** AXA Contractors Choice **policy** and thank **you** for choosing AXA.

The information **you** have given forms part of the contract of insurance with **us**. **Your policy**, **policy** schedule and endorsements are evidence of that contract. **You** should read these carefully and keep them in a safe place.

In return for having accepted **your** premium **we** will provide insurance as described in the following pages of **your policy**.

Your policy wording is divided into a number of sections and m**us**t be read together with **your policy** schedule. Where a section does not apply **your policy** schedule will state that cover is 'Not Insured'.

On behalf of AXA Insurance dac

Marguerite Brosnan, Chief Executive, AXA Insurance dac

Registered number 136155. Registered office Wolfe Tone Ho**us**e, Wolfe Tone Street, Dublin 1

Important

We recommend **you** read this **policy** with **your policy** schedule to make sure that it meets **your** needs. If **you** have any questions please contact **us** or **your** insurance broker.

Please read the complaints procedure in the Caring For **You** section.

We have designed **your policy** booklet to help **you** understand the cover provided.

You will find the following headings on many pages:

What is covered

Under this heading **we** give detailed information on the insurance provided and this m**us**t be read with **'What is not covered'** at all times.

What is not covered

Under this heading **we** draw **your** attention
to what is not included in **your policy**.

The law that applies to this policy

This **policy** shall be governed by and construed in accordance with the laws of The Republic of Ireland.

Defined terms are **highlighted in bold blue** ▸ see page 5 and the start of each section of cover for their meanings

Important Helplines

24 hours Claims Helpline	**(01) 858 3233**	If **you** need to make a claim please phone this number day or night.
Business Legal and Tax Helpline	**0818 868 000**	**Our** advice line provides fees confidential legal and tax advice.

Making a claim

All sections other than the legal expenses section.

If **you** need to make a claim please first check **your policy** to make sure **you** are covered. **You** must then follow the Claim notification condition and Claims procedures condition on page 7 of this document, headed **Policy** conditions.

For legal expenses please refer to the Legal expenses section of **your policy**.

Making a complaint

If **you** are not happy with the way a claim or any other matter has been dealt with, please read "Caring For **You**" on page 87 of this document.

AXA Insurance dac
Registered number 136155
Registered office Wolfe Tone House, Wolfe Tone Street, Dublin 1.

Meanings of Defined Terms

These meanings apply throughout **your policy**. If a word of phrase has a defined meaning it will be highlighted in bold blue print and will have the same meaning wherever it is used. There may be additional defined meanings in each section.

Business

Business shown in **your** schedule.

Excess

First amount of any claim or claims for which **you** are responsible.

Intruder alarm system

The component parts including the means of communication used to transmit signals to the alarm-receiving centre.

Period of insurance

Period from the start date to the expiry date shown in **your** schedule.

Policy

Policy wording, schedule, statement of fact and any endorsements attached or issued.

Policy territories

Republic of Ireland, Great Britain, Northern Ireland, The Isle of Man or Channel Islands.

Premises

Premises shown in **your** schedule.

We/us/our

AXA Insurance dac

Works

Work, goods or materials comprising or forming part of a contract or development that **you** own or possess, or which is in **your** custody or under **your** control, or for which **you** are responsible, in the course of the business.

You/your/yourself

Person(s), firm, company or organisation shown in **your** schedule as the insured.

General Policy Conditions

You must comply with the following conditions to have the full protection of **your policy**. If **you** do not comply then **we** may at **our** option take one or more of the following actions

1 Cancel **your policy**

2 Declare **your policy** void (treating **your policy** as if it had never existed)

3 Change the terms of **your policy**

4 Refuse to deal with all or part of any claim or reduce the amount of any claim payments.

There are additional conditions under each section of cover.

If **you** are unsure about any of these conditions or whether **you** need to notify **us** about any matter, please contact **us**.

Where **your policy** contain conditions that specify circumstances whereby non- compliance at the time of loss will mean that **you** will not receive payment for a claim, **you** will be covered, and **we** will pay **your** claim if the non- compliance with that condition could not have increased the risk of the loss which actually occurred in the circumstance in which it occurred.

Cancellation condition

You can cancel the **Policy** within fourteen working days of the date of the first **period of insurance** which is the "cooling off period".

If **you** cancel during the cooling off period, **You** will be entitled to a full return of the premium paid.

You may also cancel **your policy** at any other time during the **period of insurance. We** will refund part of the premium paid, proportionate to the unexpired **period of insurance.**

1 **We** can cancel **your policy** at any time during the **period of insurance** by giving 14 days written notice to **your** last known address.

We will refund part of the premium paid, proportionate to the unexpired **period of insurance** following cancellation.

2 **We** can cancel **your policy** immediately, without giving **you** notice if the premium has not been paid. If a claim has been made or there has been any **incident** likely to lead to a claim during the current **period of insurance**, the annual premium remains due in full.

We will only refund premium provided that no claim has been paid or is outstanding in the current **period of insurance**.

Cancellation of **your policy** will not affect any claims or rights **you** or **we** may have before the date of cancellation.

We do not have to offer renewal of **your policy** and cover will cease on the expiry date.

Business Failure condition

This **policy** will automatically cease if the **Business** is wound up, carried on by a liquidator or receiver, or permanently discontinued.

Change in risk condition

You must tell **us** as soon as possible during the **period of insurance** of any change

1 to the **Business**

2 in the person, firm, company or organisation shown in **your** schedule as the insured

3 to the information **you** provided to **us** previously or any new information that increases the risk of loss as insured under any section of **your policy**.

Any change that was not within the reasonable scope of the agreed **Business** may not be accepted by **us** and claims may not be paid. In this case **your policy** will come to an end from the date of the change unless **we** agree in writing to accept an alteration

We do not have to accept any request to vary **your policy** if it is deemed to change the scope of the agreed contract. If **you** wish to make any alteration to **your policy you** must disclose any change to the information **you** previously provided or any new information that could affect this insurance. If **we** accept any variation to **your policy,** an increase in the premium or different terms or conditions of cover may be required by **us.**

Claims notification condition

You must

1 promptly

- **a** give **us** notice of any circumstances which might lead to a claim under **your policy**
- **b** give **us** all the information **we** request

2 immediately

- **a** on receipt send **us** every letter, court order, summons or other legal document served upon **you**
- **b** tell **us** about any prosecution, inquest or fatal accident inquiry or dispute for referral to adjudication or court proceedings in connection with any potential claim under **your policy**
- **c** notify An Garda Siochana of any loss or **damage** that has been caused by malicious persons, thieves, rioters, strikers or vandals.

If **you** do not comply with this condition **you** will not be covered and **we** will not pay **your** claim.

Claims procedures condition

1 **You** must take or allow others to take practical steps to prevent further injury, loss or **damage**, recover property lost and otherwise minimise the claim.

2 At **your** expense **you** must provide **us** with

- **a** full details in writing of any injury, loss or **damage** and any further information or declaration **we** may reasonably require
- **b** any assistance to enable **us** to settle or defend a claim
- **c** details of any other relevant insurances.

3 **You** may not accept, negotiate, pay, settle, admit or repudiate any claim without **our** written consent.

4 Following a claim **you** must allow **us** or anyone authorised by **us**

- **a** access to **premises**
- **b** to take possession of, or request delivery to **us** of any property insured.

5 **You** may not abandon any property to **us**.

6 **We** will be allowed complete control of any proceedings and settlement of the claim.

We will not pay **your** claim where **you** have not complied with this condition.

Contractual duties and proportionate remedies condition

You have a duty prior to the start of **your policy**, prior to any variation made during the **period of insurance** and prior to each renewal, to respond to all questions posed by **us** with complete honesty and with reasonable care.

If **you** respond to the questions posed by **us** in a negligent manner, without complete honesty and/or reasonable care, then **we** can elect one of the following remedies:

1 **We** will avoid the contract and refuse all claims, if **we** would not have entered into this contract based on honest and accurate information. **We** will return any premium paid; or

2 **We** will treat **your policy** as if it had included the different terms (other than payment of the premium) that **we** would have imposed had **you** responded honestly to the questions posed to **you**; or

3 **We** will reduce proportionately any amount paid or payable in respect of a claim under **your policy** using the following formula. **We** will divide the premium actually charged by the premium which **we** would have charged had **you** responded honestly to questions posed to **you** and calculate this as a percentage. The same percentage figure will be applied to the full amount of the claim to arrive at the proportion of the claim to be paid or payable.

If **you** have fraudulently responded to any of **our** questions or have been involved in any fraudulent activity, relative to this contract, **we** will void this contract from the start of the **policy**. If there is an active claim, this too will be avoided

Fraud condition

You and anyone acting for **you** must not act in a fraudulent way.

If **you** or anyone acting for **you**:

1 knowingly makes a fraudulent or exaggerated claim under **your policy**;

2 knowingly makes a false statement in support of a claim (whether or not the claim itself is genuine); or

3 knowingly submit a false or forged document in support of a claim (whether or not the claim itself is genuine)

we will:

- **a** refuse to pay the claim
- **b** declare **your policy** void from the date of the fraudulent act without any refund of premiums.

We may also inform An Garda Siochana of the circumstances.

Instalment condition

If **you** are paying by instalments and fail to pay a premium instalment to **us** on the date due, this will result in **your policy** being cancelled from the date the missed instalment was due. **You** will not be entitled to any return of premium where this happens.

If a claim has been made or there has been any **incident** likely to lead to a claim during the current **period of insurance** the annual premium remains due in full.

Other insurance condition

If a claim is made under **your policy** and there is other insurance cover for which **you** are, or would be but for this **policy**, entitled to have a claim paid under the other insurance, **we** will at **our** option, either pay

1 a proportionate share of the claim

or

2 an amount beyond that which is or would be payable under the other insurance.

Law applicable condition

This **policy** shall be governed by and construed in accordance with the laws of The Republic of Ireland.

Reasonable care condition

You must take reasonable steps to

1 prevent or protect against injury, loss or **damage**

2 keep **your premises**, machinery, plant and equipment and all other property insured in good condition and in full working order

3 remedy any defect or any danger that becomes apparent, as soon as possible.

4 take all reasonable steps to comply with statutory requirements obligations and regulations imposed by any authority

If required by **us**, **you** must allow access to **your premises** and/or activities of **your Business** to carry out inspection or survey. **You** must complete any risk improvements that **we** ask for, within a reasonable period of time advised by **us**.

We will not pay **your** claim where **you** have not complied with this condition.

Renewal term agreement condition

If **your** schedule shows that a renewal term agreement is operative, certain terms and conditions have been agreed by **you** and **us** that regulate the annual premium at which **we** will offer renewal. The agreement is included as part of the insurance contract and if **we** offer renewal in accordance with the agreement **you** agree that **your policy** will be renewed each year up to the expiry date of the agreement shown in **your** schedule.

Sanctions condition

No insurer shall be deemed to provide cover and no insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment or such claim or provision of such benefit would expose that insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanction, laws or regulations of the European Union, United Kingdom or United States of America.

Subrogation (our rights) condition

We will be entitled to undertake in **your** name or on **your** behalf

1 the defence or settlement of any claim

2 steps to enforce rights against any other party before or after payment is made by **us**.

General Policy Exclusions

Your policy is subject to exclusions and these tell **you** what is not covered. General exclusions are set out below and apply throughout **your** policy under more than one section of cover. Where exclusions apply to one specific section of **your** policy they are stated in 'What is not covered' under that section. Additionally exclusions may be applied by endorsement and if so they will be stated in **your** policy schedule.

We will not pay for:

1 Changes in Water Table Level

This **Policy** does not cover any **damage** or consequential loss attributable solely to change in the water table level.

2 Date Recognition

Any claim directly or indirectly caused by or contributed to by or arising from the failure of any computer or other equipment data processing service product microchip microprocessor integrated circuit embedded chip or similar device computer software program or process or any other electronic system or any design or advice in connection with any of the foregoing irrespective of ownership possession or use and whether occurring before during or after the Year 2000

- **i** correctly to recognise any date as its true calendar date
- **ii** to capture save or retain and/or correctly to manipulate interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date
- **iii** to capture save or retain or correctly to process any data as a result of the operation of any command which has been programmed into any computer software being a command which causes the loss of data or the inability to capture save retain or correctly to process such data on or after any date.

3 Electrical Plant

Damage to or destruction of any electrical plant or electrical appliance such as dynamo transformer motor or other working electrical machinery apparatus or fittings directly caused by its own over-running short-circuiting excessive pressure or self-heating but should fire extend to and **damage** or destroy any other part of the plant or appliances or other Property Insured hereby such **damage** or destruction is not excluded by the **Policy**.

4 Heat Processes

Loss or **damage** to property due to its undergoing any process necessarily involving application of heat.

5 Northern Ireland Exclusion

Loss destruction or **damage** in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of

- **i** civil commotion
- **ii** **Terrorism** as defined in the **Terrorism** Exclusion

In any action suit or other proceedings where **we** allege that by reason of this definition any loss or **Damage** is not covered by this **Policy** the burden of proving that such loss or **Damage** is covered shall be upon **You**.

6 Pollution and Contamination

The following exclusion does not apply to the Liabilities section of this policy

This **policy** does not cover loss destruction **damage** consequential loss or liability caused by or arising from pollution or contamination except (unless otherwise excluded) destruction of or **damage** to the property insured caused by

- **a** pollution or contamination which itself results from a **defined Contingency** hereby insured against
- **b** any **defined Contingency** hereby insured against which itself results from pollution or contamination

The words **defined contingency** shall mean fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons other than thieves, earthquake, storm, flood, escape of water from any tank apparatus or pipe or impact by any road vehicle or animal.

7 Pressure Waves

Loss destruction or **damage** directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

8 Requisition or Confiscation of Property

Loss or **damage** occasioned by or happening through confiscation or requisition or destruction by order of the Government or any Public Authority.

9 Electronic risks exclusion

Not withstanding any provision to the contrary within this **policy**, **we** will not cover **you** for any liability, loss, **damage**, claim, cost or expense or losses of whatsoever nature directly or indirectly caused by or contributed to by or arising out of or occasioned by or resulting from or connected with:

(i) **Damage** to or the destruction of or loss of use of or reduction in functionality of any **computer systems**; or

(ii) any alteration, modification, distortion, erasure, access to, acquisition, removal, exfiltration, loss, corruption or loss of use or reduction in functionality of electronic data.

in each case whether **your** property or not, where any circumstance as set out in 1 and/or 2 above is directly or indirectly caused by or contributed to by or arises out of or is occasioned by or results from or is connected with a **virus or similar mechanism** or **hacking** or **phishing** or a **denial of service attack**, or the threat of, or hoax in relation to, any of those perils, regardless of any other cause or event contributing concurrently or in any other sequence thereto.

We will also not cover **you** for any liability, loss, **damage**, claim, cost or expense or losses of whatsoever nature directly or indirectly caused by or contributed to by or arising out of or occasioned by or resulting from or connected with:

(i) any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **computer systems** or **electronic data**; or

(ii) any partial or total unavailability or failure, or series of related partial or total unavailability or failures, to access, process, use or operate any **computer systems** and/or **electronic data.**

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

This exclusion is not applicable to claims under the Employer's Liability section of this **policy**.

Additional definitions are:

Computer Systems

Any computer, hardware, software, application, process, code, programme, information technology, communications system or electronic device owned or operated by the Insured or any other party. This includes any similar system and any associated input, output or data storage device or system, networking equipment or back up facility.

Damage

Accidental physical loss, destruction or damage.

Denial of Service Attack

Any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability or performance of networks, network services, network connectivity or computer systems. Denial of service attacks include, but are not limited to, the generation of **excess** traffic into network addresses, the exploitation of system or network weaknesses, the generation of **excess** or non-genuine traffic between and amongst networks and the procurement of such actions or instructions by other computer systems.

Electronic Data

Electronic data shall mean facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programs, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

Hacking

Unauthorised access to any computer systems or electronic data, whether **your** property or not.

Phishing

Any access or attempted access to electronic data made by means of misrepresentation or deception.

Virus or similar mechanism

Program code, programming instruction or any set of instructions constructed with the purpose and ability, or purposely used, to damage, interfere with, adversely affect, infiltrate or monitor computer programs, computer systems, data or operations, whether involving self-replication or not. The meaning of virus or similar mechanism includes but is not limited to trojan horses, worms and logic bombs and the exploitation of bugs or vulnerabilities in a computer program to damage, interfere with, adversely affect, infiltrate or monitor as above.

10 Terrorism Exclusion

Loss **damage** cost or expense of any nature (except so far as is necessary to meet the requirements of the Road Traffic Legislation) directly or indirectly ca**us**ed by resulting from or in connection with:

1 Any act of **Terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss

2 Any action taken in controlling preventing suppressing or in any way relating to any act of **Terrorism**

If **We** allege that by reason of this Exception 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 Exception is found to be invalid or unenforceable the remainder shall remain in full force and effect.

Definition – Terrorism

For the purpose of this exclusion an act of **Terrorism** shall mean an act including but not limited to the use of force or violence or damage to property and or threat thereof by 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 (de jure or de facto), to intimidate and/or put the public or any section of the public in fear, create a health and safety risk to the public or any section of the public

11 War and Nuclear Risks

Loss or destruction of or **damage** to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or legal liability of whatsoever nature directly or indirectly caused by or arising from

i ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

ii the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

regardless of any other cause contributing concurrently or in any other sequence to the loss.

An exclusion applies in respect of all property, on any site used or having been used for

(a) The generation of nuclear energy; or

(b) The production, use or storage of nuclear material

2 war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power regardless of any other cause contributing concurrently or in any other sequence to the loss.

Coronavirus Exclusion

Notwithstanding any other provision (including any communicable disease extension), no cover is provided under this policy in respect of:

a any claim, loss, cost or expense of whatever nature directly or indirectly arising out of, contributed to by or resulting from; or

b any fear or threat (whether actual or perceived) of; or

c any action taken in controlling, preventing, suppressing or in any way relating to an outbreak of;

Any Coronavirus including but not limited to COVID-19, SARS, H1N1, H5N1, MERS-CoV or any other disease the World Health Organization declares as a public health emergency of international concern or notes as a pandemic.

SECTION 1

Material Damage

Contents of this section

Meanings of defined terms 12
What is covered 14
Extensions of cover 17
Optional extensions of cover 21
What is not covered 22
Section conditions 23

Meaning of defined terms

These meanings apply within **your** material **damage** section. If a word or phrase has a defined meaning it will be highlighted in bold blue print and will have the same meaning wherever it is used in this section. The meaning of defined terms that apply throughout **your policy**, and not just this section, can be found on page 5 of **your policy**.

Building(s)

The **building(s)**, outbuilding(s), extensions, and garages together with landlords fixtures and fittings in or on them, foundations or footings, canopies, annexes, gangways, conveniences, chimneys, fire escapes, walls, gates and fences, yards, car parks, roads and pavements, piping, ducting, cables, wires and associated control gear, CCTV systems, entry and exit systems, signage and accessories on the **premises** and extending to the public mains, but only to the extent of **your** responsibility.

Business interruption

Loss resulting from interruption of or interference with the **Business** carried on by **you** at the **premises** as a result of **damage** to property used by **you** at the **premises** for the purposes of the **Business**.

Contents

Contents in and at **your premises** or held in trust by **you** for which **you** are responsible.

Contents does not include **stock**, landlords fixtures and fittings, **stock** and materials in trade and vehicles licensed for road use (including accessories on them). In addition, and as long as they are not insured elsewhere, **contents** will include

1 **money** not exceeding €500

2 documents, manuscripts and accounting records, but only for the cost of the materials and clerical labour used in recompiling the records. This does not include any expense involved in the recreation of the information recorded

3 computer systems records, but only for the cost of the materials and clerical labour and computer time used in recompiling the records. This does not include any expense involved in the recreation of the information recorded

4 patterns, models, moulds, plans and designs for an amount not exceeding the cost of the labour and materials used in their reinstatement

5 **contents** of outbuilding(s)

6 **contents** of open yards

7 tenants improvements,

8 alterations and decorations directors, partners, customers, visitors and employees personal effects (other than motor vehicles and **money**) not exceeding €1,000 for any one person.

Damage

Accidental physical loss, destruction or **damage**.

Declared value

Your assessment in accordance with the Basis of claims settlement paragraphs 1, 2 and 4 under 'What is covered' of this section, for the cost of reinstatement of the **building(s)** and cost of replacement of the **contents** applying at the start of the **period of insurance**.

Ignoring any increase in cost which may apply during the **period of insurance** but including an allowance for any additional costs to comply with public authority requirements, professional fees and debris removal.

Empty

Any **building(s)** or any portions of the **building(s)** which are wholly unoccupied, mainly unoccupied or not in use by **you** or any of **your** tenants for more than 30 consecutive days.

Flood

Damage caused by

1 the escape of water from the normal confines of any natural or artificial water course, lake, reservoir, canal, drain or dam

2 inundation from the sea

3 inundation by rainwater or rainwater induced run off other than where the inundation is solely caused by or solely results from ingress of rainwater through or via the roof of the **building** whether resulting from storm or not.

Money

Current coin bank and currency notes postal and **money** orders bankers' drafts cheques and giro cheques crossed warrants bills of exchange and securities for **money** postage revenue national insurance and holiday with pay stamps or cards national savings certificates war bonds premium savings bonds and franking machine impressions credit company sales vouchers luncheon vouchers and trading stamps gift tokens travel vouchers travel tickets lottery tickets (for their nominal value only) and VAT invoices.

Non standard construction

Constructed of materials other than those detailed in the meaning of **standard construction**.

Standard construction

Brick, stone, concrete or metal built and roofed with slates, tiles, metal, concrete, asphalt or sheets or slabs composed entirely of incombustible mineral ingredients and plastic roof-lights

Stock

Stock and materials in trade, including work in progress, finished goods and customers goods in and at **your building(s)** or held in trust by **you** for which **you** are responsible.

Vermin

Rats, mice, squirrels, owls, pigeons, foxes, bees and wasps or hornets.

Storm

Storm excluding damage by flood.

✓ What is covered

Material Damage cover

We will cover **you** for **damage** by any of the undernoted Contingencies occurring during the **period of insurance** to any of the property detailed in **your** schedule in accordance with the following basis of settlement.

Basis of claims settlement - Reinstatement

In the event of **damage** to **buildings** or **contents** Insured (other than **stock** and materials in trade), the basis upon which **we** will calculate the amount **we** will pay for any claim will be the reinstatement of the property lost, destroyed or **damaged**, as follows:

Where such Property Insured is

1 lost or destroyed, **we** will pay for its rebuilding or replacement by similar property in a condition as good as, but not better or more extensive than, its condition when new

2 **damaged**, **we** will pay for replacement or repair of the **damaged** portion to a condition as good as, but not better or more extensive than, its condition when new.

However, **we** will not pay more than **we** would have done if the property has been completely destroyed and **we** will take off an amount for wear and tear if the **buildings** are in a poor state of repair or decoration.

The work of reinstatement

1 may be carried out on another site and in a manner suitable to **your** needs, but this must not increase **our** liability

2 must begin and be carried out as quickly as possible.

We will not make payment

1 until **you** have incurred the cost of replacing or repairing the Property Insured

2 if **you**, or someone acting on **your** behalf, have insured the property under another **policy** which does not have a similar basis of reinstatement

3 if **you** do not comply with any of the terms of this clause.

Condition of average

The following condition of Average will apply. If the Sum Insured at the time the **damage** occurred is less than the value of the property Insured at the time of rebuilding or replacement, the amount payable will be proportionately reduced and **you** will be liable to bear a proportionate share of the loss.

We will not make payment

i until **you** have incurred the cost of replacing or repairing the **property Insured**

ii if **you**, or someone acting on **your** behalf, have insured the property under another **policy** which does not have a similar basis of reinstatement

iii if **you** do not comply with any of the terms of this clause.

Inflation protection cover

We will adjust the sums insured under this section (excluding stock) at each renewal in line with suitable indices* and the renewal premium for this section will be based on the adjusted sums insured.

*For example the Society of Chartered Surveyors, CSO, The Department of Environment and the Consumer Price Index

Contingencies

1 Fire excluding **damage** caused to any of the property insured by

i explosion resulting from fire

ii earthquake or subterranean fire

iii its own spontaneous fermentation or heating

iv its undergoing any heating process or any process involving the application of heat

2 Lightning

3 **a** Explosion

i of boilers used for domestic purposes only

ii of any boilers or economisers at the **premises**

iii of gas used for domestic purposes only

but excluding **damage** caused by explosion as a result of earthquake or subterranean fire.

b Explosion excluding **damage**

i caused by or consisting of the bursting of a boiler, economiser or other vessel, machine or apparatus used for non domestic purposes where internal pressure is due to steam only and belonging to or under **your** control

ii in respect of and originating in any vessel, machinery or apparatus or its **contents** belonging to **you** or under **your** control which requires examination to comply with any statutory regulations,unless that vessel, machinery or apparatus is covered by a **policy** or other contract providing the required inspection service

iii by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

4 Aircraft or other aerial devices or articles dropped from them, excluding **damage** by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

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

a arising from cessation of work

b (other than by fire or explosion) directly caused by malicious persons not acting on behalf of or in connection with any political organisation

i damage by theft

ii damage where any Building is empty

c the **excess** of €300 for each and every claim in respect of each separate **premises**.

6 Earthquake

7 Subterranean fire

8 Storm excluding

a **damage** by **flood** whether resulting from storm or otherwise

b **damage** attributable solely to a change in the water table level

c **damage** by frost, subsidence, ground heave or landslip

d **damage** to movable property in the open, fences and gates and stock in open structured buildings

e the **excess** of €300 for each and every claim in respect of each separate **premises**.

9 **Flood** excluding

a **damage** attributable solely to a change in the water table level

b **damage** by frost, subsidence, ground heave or landslip

c **damage** to movable property in the open, fences and gates and stock in open structured buildings

d the **excess** of €300 for each and every loss in respect of each separate **premises**.

10 Escape of water from any tank, apparat**us** or pipe excluding

a **damage** by water discharged or leaking from any automatic sprinkler installation

b **damage** where any building is **empty**

c caused by or consisting of wet or dry rot

d the **excess** of €300 for each and every claim in respect of each separate **premises**.

11 Impact by any road vehicle (including goods falling from them) or animal excluding the first €300 of each and every loss in respect of each separate **premises**.

12 Theft or attempted theft

a involving entry to or exit from the **building(s)** or any part of the **building(s)** used by **you** at the **premises** by forcible and violent means

b following assault or violence or threat of violence, to **you** or any of **your** partners, directors or employees or any member of **your** family, or any other person lawfully at the **premises**

excluding

i the **excess** of €300 for each and every claim in respect of each separate **premises**

ii theft or attempted theft of property in the open or property not contained in a fully secured and locked building

iii theft or attempted theft where any building is **empty**.

13 Accidental escape of water from any automatic sprinkler installation in the **building(s)** not cau**s**ed by

a freezing whilst the building is **empty**, if it is in **your** ownership or tenancy

b explosion, earthquake, subterranean fire or heat caused by fire.

14 Subsidence

Your schedule will show if this is covered.

We will cover **you** for **damage** to the property insured caused by subsidence, ground heave or landslip of any part of the site on which the **building(s)** stands,

but **we** will not cover

- **a** **damage** to yards, car parks, roads, pavements, walls, gates and fences unless a building covered under this section is also **damaged** at the same time by the same contingency
- **b** **damage** caused by or consisting of
  - **i** the normal settlement or bedding down of new structures
  - **ii** the settlement or movement of made-up ground
  - **iii** coastal or river erosion
  - **iv** defective design or workmanship or the use of defective materials
  - **v** fire, subterranean fire, explosion, earthquake or the escape of water from any tank, apparatus or pipe
- **c** **damage** which originated before the start of this cover
- **d** **damage** resulting from
  - **i** demolition, construction, structural alteration or repair of any property

  or
  - **ii** ground works or excavation
- **e** the **excess** of €2,500 for each and every claim in respect of each separate **premises**

Special conditions applicable to Subsidence

You must notify **us** as soon as possible if **you** become aware of any demolition, ground works, excavation or construction being carried out on any adjoining site and **we** will then have the right to vary the terms or cancel the cover.

If **you** do not comply with this condition **you** will not be covered and **we** will not pay **your** claim for subsidence, ground heave or landslip.

15 Destruction or **damage** by fire only of or to coal coke and wood caused by its own spontaneous fermentation heating or combustion provided there is nothing contained to the contrary in the contingencies

16 Escape of oil from any fixed heating installation excluding

- **a** **damage** where any building is **empty**
- **b** the **excess** of €300 for each and every claim in respect of each separate **premises**.

17 Any other **damage** occurring at **your premises** excluding

- **a** **damage** which is excluded under Contingencies 1 to 16 or under optional Contingency if covered or under 'What is not covered' of the Material **damage** section
- **b** **damage** caused by or resulting from
  - **i** **we**ar and tear, the action of light or atmosphere, moths, **vermin** or insects
  - **ii** any process of cleaning, dyeing, restoring, adjusting, repairing, cutting, preparation or fitting
  - **iii** corrosion, rust, dampness, deterioration, dryness, wet or dry rot, shrinkage, marring, or scratching
  - **iv** wind, rain, hail, sleet, snow, dust or theft to boundary walls, gates, fences or moveable property in the open and stock in open structured buildings
  - **v** subsidence, ground heave or landslip of any part of the site on which the **building(s)** stands
  - **vi** the normal settlement or bedding down of new structures
- **c** **damage** to property caused by or consisting of
  - **i** inherent fault or defect, modification of flavour, colour or structure, undiscovered defect, gradual deterioration, frost, change in water table level, faulty or defective design or materials or anything that happens gradually over a period of time
  - **ii** faulty or defective workmanship, operational error or omission by **you** or any of **your** employees.

But **we** will pay **you** for subsequent **damage** which results from an insured contingency covered elsewhere in the section

- **d** the collapse or cracking of **building(s)**
- **e** the cost of normal maintenance, redecoration or repair

f **damage** caused by or consisting of

i mechanical or electrical breakdown or derangement of the particular machine, apparatus or equipment where the breakdown or derangement originates

ii 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.

g the **excess** of €300 for each and every claim.

Limit of cover

The most **we** will pay **you** for any item covered by this section is the sum insured shown in **your** schedule.

Extensions of cover

Architects, surveyors, legal and consulting engineers fees cover

The cover provided for the **building(s)** and **contents** includes an amount for architects, surveyors, legal and consulting engineers fees necessarily incurred with **our** written consent, in the reinstatement or repair of the property insured as a result of its **damage**, but **we** will not cover any costs or expenses for preparing any claim.

Capital additions cover

We will cover **you** for

1 any newly acquired and/or newly erected **building(s)** or **building(s)** under construction or machinery and plant which is not insured elsewhere for which **you** are responsible

2 alterations, additions and improvements to **building(s)**, or machinery and plant but not for any appreciation in value anywhere within the **policy territories**.

Provided that

a **you** give **us** details in writing of the additions as soon as possible but in any event within 30 days and **you** will ensure specific insurance is arranged with **us** from the date **you** become responsible

b the provisions of this cover will be fully maintained in addition to any specific insurance effected under a.

Our liability at any one location will not exceed 15% of the sum insured for the item of €650,000 whichever is lower.

Contract Price Clause

In respect only of goods sold but not delivered for which **you** are responsible subject to a sale contract which following **damage** is cancelled by reason of its conditions wholly or to the extent of the **damage Our** liability shall be based on the contract price

For the purpose of this insurance the value of all goods to which this clause could apply in the event of **damage** shall also be ascertained on this basis

Debris removal cover

We will cover **you** for the costs and expenses necessarily incurred by **you** with **our** consent in

1 removing debris from

2 dismantling and/or demolishing

3 shoring up or propping

the portion or portions of the property insured as a result of **damage** covered by this section.

We will not cover any costs or expenses

1 incurred in removing debris except from the site of the property destroyed or damaged and the area immediately adjacent to the site

2 arising from pollution or contamination of property not covered by this section.

Our liability for **damage** and removal of debris shall not exceed in total the Sum Insured for buildings and **contents** as specified in the schedule.

Where there is a specific item in the Schedule for removal of debris **we** will pay for costs or expenses incurred in removing debris only to the extent described in such item in the schedule and **our** liability shall not exceed the Sum Insured in respect of such item in respect of any one claim.

Drains clearance cover

We will cover **you** for the costs and expenses necessarily and reasonably incurred by **you** in clearing, cleaning and/or repairing drains, gutters and/or sewers to **your building(s)** or for which **you** are responsible following **damage** covered by this section.

European Community and public authorities cover

The cover for **building(s)** and **contents** also includes the additional cost of reinstatement that may be incurred solely due to the necessity to comply with the stipulations of

1 European Union legislation

2 Act of the Oireachtas

3 Bye-laws of any public authority.

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

1 Costs incurred

- **a** in respect of loss or **damage** not insured by this Section
- **b** where notice was served on **You** before the loss or **damage** occurred
- **c** where an existing requirement must be completed within a stipulated period
- **d** for property or parts of the property, other than foundations (unless foundations are specifically excluded), which have not suffered loss or **damage.**

2 any charge or assessment arising from capital appreciation following compliance with any legislation or Bye-Law.

The reinstatement of the Property Insured

- **i** must begin and be carried out as quickly as possible
- **ii** may be carried out on another site and in a manner suitable to **Your** needs but this must not increase **Our** liability.

Our liability for any one claim shall not exceed the **building(s)** and **contents** sum insured shown for each **premises** in **your** schedule.

Exhibition cover

We will cover **you** for any **stock** and **contents** described in **your** schedule for a maximum of 15 days whilst at any exhibition within the **policy territories**.

Our liability for any one claim will not exceed €50,000.

Fire brigade charges cover

We will cover **you** for the costs and expenses incurred by **you** charged by the Local Authority for extinguishing fire or fire fighting. The maximum **we** will pay is €25,000 any one occurrence.

Fire extinguishment expenses cover

We will cover **you** for the cost of replacing or refilling, recharging and/or replenishing extinguishment materials when **you**, **your** employees or the fire brigade attempt to extinguish or minimise **damage**. Provided that these costs and expenses are not recoverable from the responsible public authority.

Our liability for any one claim will not exceed €15,000.

General interest cover

We will automatically note the interest of other parties that may become interested in this insurance throughout the duration of this section. **You** must declare these interests to **us** in writing in the event of any **damage**.

Glass breakage cover

We will cover **you** and at **our** option pay for or make good any breakage or malicious scratching of all internal or external fixed glass, belonging to **you** or for which **you** are responsible at the **premises** during the **period of insurance** and which is in good condition and free from **damage** at the start date of the **period of insurance**.

We will also pay for the cost of

1 breakage of fixed sanitary ware

2 boarding up and repair to associated framework reasonably incurred as a result of an insured breakage. **You** may instruct builders or glaziers to board up where necessary without **our** prior consent

3 repair or replacement of lettering, alarm foil or other ornamentation work on glass up to €5,000 in any one **period of insurance**

4 repair or replacement of fixed mirrors

5 removal or replacement of fixtures and fittings which may be necessary in connection with the replacement of the glass.

We will not pay for

1 breakage when the **building(s)** are **empty** unless **we** have agreed otherwise

2 any property more specifically insured by **you** or on **your** behalf.

Our liability for any one claim will not exceed the **building(s)** and **contents** sum insured shown for each **premises** in **your** schedule.

Internal Transfers

We will cover **you** for **stock** materials and **contents** which is transferred between **premises** insured by this Section including transit by road and rail or inland waterway between such **premises**

The amount recoverable under this extension shall not exceed the amount which would have been recoverable had the loss occurred at the **premises** from which the property is transferred or in the aggregate 10% of the sum insured by items under **Contents** and **Stock** hereof or €40,000 whichever is less in respect of any such transfers at any one time.

Landscaped gardens cover

We will cover **you** for the cost of restoring any **damage** caused by the emergency services to landscaped gardens, for which **you** are responsible, when the emergency services are attending the **premises** as a result of an insured contingency.

Our liability in any one **period of insurance** will not exceed €25,000.

Locks and keys cover

We will cover **you** for the cost of replacing locks and keys needed to keep **your building(s)** secure if the keys are stolen using force and/or violence.

Our liability for any one claim will not exceed €10,000 in any one **period of insurance**.

Loss minimisation and prevention expenditure cover

We will pay the costs and expenses necessarily and reasonably incurred by **you** or on **your** behalf to

1 prevent or minimise further **damage** at the **premises**

2 prevent **damage** threatened by the illegal deposit of combustible property in on or around the **premises**.

Provided that these costs are

d as a direct result of or directly related to the **damage** or threatened **damage**

e not more specifically insured under this or any other **policy**, bond, indemnity security or other legally binding contract

f incurred with **our** consent for any amount greater than €2,500 any one loss.

Provided that

i **you** will be responsible for the first 10% of all costs payable or €350 whichever is the greater

ii the most **we** will pay for this cover is €15,000 in any one **period of insurance**.

Metered electric, gas or water cover

We will cover **you** for the additional metered electric, gas and/or water charges incurred by **you** as a result of **damage** to the **building(s)** shown in **your** schedule, but **we** will not pay for the charges incurred for any **building(s)** which is **empty**.

Provided that repairs are completed within 30 days of the **damage** being discovered.

The most **we** will pay is based on the amount of the electric, water or gas charges for the period when the **damage** occurs, less the charge paid by **you** for the corresponding period in the preceding year. This will then be adjusted for changes in the suppliers' charges and for variations affecting **your** electric, water or gas consumption during the intervening period.

Our liability during any one **period of insurance** will not exceed €25,000.

Outworkers cover

We will cover **you** for **damage** to the property shown in **your** schedule whilst at any of the **premises** of any of **your** outworkers, situated anywhere in the **policy territories**.

Our liability during any one **period of insurance** will not exceed €1,000 for any one outworker.

Patterns cover

We will cover **you** for **damage** to patterns, jigs, models, templates, moulds, tools, dies, drawings or designs belonging to **you** or

for which **you** are responsible whilst at the **premises** of any machine makers, engineers, founders or other metal workers (excluding any **premises** occupied by **you**) within the **policy territories**.

Our liability for any one claim will not exceed €25,000.

*Society of Chartered Surveyors, CSO, Dept of Environment,Consumer Price Index

Rent Payable Cover

We will cover **you** for rent payable for which **you** are responsible following **damage** that results in **your premises** or any part of them becoming unfit for occupation.

The amount payable will not exceed the proportion of the sum insured on rent relating to the period necessary for reinstatement.

Our liability for any one claim will not exceed the sum insured shown in **your** schedule.

Seasonal increase cover

The **stock** sum insured shown in **your** schedule will be increased by 30% during the months of November, December and the first 14 days of the month of January and for 30 days before Easter Day in each **period of insurance**.

Seventy two hour cover

We will cover **you** for **damage** within 72 consecutive hours of and ca**us**ed by the insured contingency of storm or **flood** as one claim, provided the insured Contingencies are covered by this section. **you** can decide when the 72 hour period starts as covered by this section, provided that **damage** occurred before the end of the **period of insurance**.

Temporary removal cover

We will cover **contents** whilst temporarily removed to any **premises** not owned or occupied by **you**

1 for cleaning, renovation, repair or similar purposes, and

2 in transit to and from such **premises** anywhere in the **policy territories**.

Our liability under each item of this section for any **damage** occurring other than at **your premises** will not exceed 15% of the item sum insured.

This cover does not apply to property that is insured elsewhere.

Temporary removal of documents cover

We will cover **you** for up to 10% of the value of deeds and other documents (including stamps on them) manuscripts, plans and writings

of every description, computer systems, records and books (written and printed) whilst temporarily removed

1 to any **premises** not owned or occupied by **you**

and

2 in transit to and from such **premises** within the **policy territories**.

This cover does not apply to property that is insured elsewhere.

Theft damage to building(s) cover

Where there is no **building(s)** insurance in force under this section **we** will cover **you** for **damage** to the **building(s)** at the **premises** shown in **your** schedule, resulting directly from theft or attempted theft covered by this section, provided that **you** are the owner of the **premises** or are legally responsible for the **damage**.

We will not pay for **damage** to any **building(s)** which are **empty**.

Our liability for any one claim will not exceed €50,000.

Theft of building fabric cover

We will cover **you** for

1 **damage** to the external fabric of any **building(s)** insured by this section as a result of theft or attempted theft

2 **damage** following entry of rainwater as a result of theft or attempted theft of the external fabric of the **building(s)**.

We will not cover

1 any **building(s)** which are **empty**

2 the **excess** of €300 for each and every claim in respect of each separate **premises** shown in **your** schedule.

Our liability for any one claim will not exceed €2,500.

Trace and access cover

We will cover **you** for the reasonable costs necessarily incurred by **you** and subsequent making good of **damage**, in locating the source of the leak resulting from

1 the escape of water from any tank, apparatus or pipe

2 **damage** to cables, underground pipes and drains serving the **premises**.

Our liability for any one claim will not exceed €20,000.

Trade samples in Europe cover

We will cover **you** for **damage** to trade samples belonging to **you** or for which **you** are responsible anywhere in Europe provided that they are under the control of **you** or **your** employees at all times.

Our liability for any one claim will not exceed €7,500.

This cover does not apply to property that is insured elsewhere.

Unauthorised use of electricity, gas, oil and water cover

We will cover **you** for the charges which **you** are responsible for if electricity, gas, oil or water is discharged from a metered system, arising from unauthorised **use** by persons taking possession, keeping possession or occupying the **building(s)** without **your** authority. Provided that **you** take all practical steps to terminate the unauthorised use as soon as it is discovered.

Our liability for any one claim will not exceed €5,000.

Undamaged stock cover

In the event of **damage** covered by this section **we** will cover **you** for any additional costs and expenses **you** incur less the value of any salvage

1 in the event of undamaged **stock** deteriorating and/or being condemned or otherwise becoming unusable

2 for items that will form **stock** which **you** are obliged under contract to accept from any other party, but are unable to use.

Our liability for any one claim will not exceed €5,000.

Undamaged tenants improvements cover

In the event of **damage** covered by this section to **building(s)** or **contents** specified in **your** schedule and as a result **your** lease is terminated by the lessor under a valid condition of **your** lease, **we** will cover **you** for the value of undamaged tenants fixtures, fittings, alterations, installations or additions made at **your** expense and for which **you** are responsible and which cannot be legally removed from **building(s)** occupied but not owned by **you**.

Provided that **we** will not be liable for retaining walls, foundations or supports below the surface of the lowest floor or basement or for outdoor trees, shrubs, plants or lawns.

Our liability for any one claim will not exceed €5,000.

Underground pipes and services cover

We will cover **you** for the costs incurred following **damage** which **you** are responsible for to fuel or oil pipes, cables including overhead electricity and telephone cables, septic tanks and associated pipes, underground pipes and drains including inspection covers at the **premises** or connecting the **premises** to the public mains. Provided that **we** will not cover **damage** caused by gradual deterioration or wear and tear.

Our liability for any one claim will not exceed €10,000.

Fly Tipping Cover

Costs and expenses necessarily incurred by **You** with the consent of **Us** in the clearing and removal of any property illegally deposited at the **premises**, except that the liability of **Us** for such costs and expense will not exceed €20,000 in respect of any one occurrence and in the aggregate during the **Period of insurance**.

Optional extensions of cover

1 Accidental Damage to Machines

We will cover **you** for loss or **damage** to any of the property shown in the schedule by fire theft or accidental external means at the location shown in the schedule (or elsewhere within the **Policy Territories** if specified in the schedule) for an amount in respect of

a Property lost or stolen – such sum as shall be equal to the intrinsic value of the Property at the time of the loss

b **damage** to Property – such sum as shall be sufficient to make good the **damage** not exceeding in respect of any one item the sum insured thereon nor exceeding in the whole the total sum insured as stated in the Schedule

Excluding

a the **excess** of €300 for each and every claim

b theft or any attempt threat from the **Premises** not involving entry to or exit therefrom by forcible and violent means

c loss or **damage** arising from wear and tear or from any process of cleaning or restoring or adj**us**ting or repairing

d loss or **damage** arising from or attributable to the action of light or atmosphere moths parasites or **vermin** corrosion dampness marring scratching bruising or deterioration

e loss by official confiscation or detention

f loss or **damage** to any component part of any item insured in the Schedule while such part is removed from its normal position in the item

g loss of or **damage** to **money** documents securities motor vehicles caravans boats cycles ho**us**ehold goods sports equipment contact or corneal lenses

h loss or **damage** by theft from an unattended vehicle unless such motor vehicle has been securely locked at all points of access

i erasure or distortion of information on computer systems or their records

j loss or **damage** (other than by fire) to any machine or apparatus arising from mechanical or electrical breakdown its own overrunning short-circuiting self-heating or by the application of excessive electrical energy or mechanical derangement

x What is not covered

Business interruption exclusion

We will not cover **you** for any losses, **damage**, costs or expense of any kind which occurs as a result of **Business interruption** under this section, except loss of rent payable where this is shown as covered in **your** schedule.

Collusion exclusion

We will not cover **you** for loss, destruction or **damage** by theft or attempted theft caused by or in conjunction with **you** or any of **your** partners, directors or employees or any member of **your** family or any other person lawfully at the **premises**.

Electrical plant or apparatus exclusion

We will not cover **you** for loss, destruction or **damage** to any electrical plant or apparat**us** caused by its own overrunning, short-circuiting, **excess**ive pressure or self-heating.

If the **damage** extends to other property insured, that **damage** is covered by this section.

Fraud and dishonesty exclusion

We will not cover **damage** which results from acts of fraud or dishonesty by **you**, **your** employees or any other person who is responsible for the property or results from voluntarily parting with title or possession of any property as a result of a fraudulent scheme, trick, device or false claim. But **we** will cover subsequent **damage** which itself results from an insured contingency covered elsewhere in this section.

Money exclusion

We will not cover **you** for **money** other than as detailed in the defined meaning of **contents** unless caused by an insured contingency covered by this section.

More specific insurances exclusion

We will not cover **you** for any property more specifically insured by **you** or on **your** behalf.
Motor vehicles and other property exclusion

We will not cover **you** for loss, destruction or **damage** to

1 vehicles licensed for road use (including accessories on them), caravans, trailers, railway locomotives, rolling **stock**, watercraft or aircraft

2 property or structures in course of construction or erection and materials or supplies in connection with all such property

3 land, piers, jetties, bridges, culverts and excavations

4 livestock, growing crops or trees

5 pitch fibre pipes.

unless specifically covered by this section

Unexplained loss exclusion

We will not cover **you** for loss, destruction or **damage** caused by or consisting of

1 disappearance, unexplained or inventory shortage

2 misfiling or misplacing of information.

Valuables exclusion

We will not cover **you** for loss, destruction or **damage** to jewellery, precious stones, precious metals, bullion, furs, curiosities, works of art or rare books, unless shown as target **stock** in **your** schedule but **we** will cover subsequent **damage** which results from an insured contingency covered by this section.

Penalties and fines exclusion

We will not cover any penalties or fines incurred by **you**.

Bodily Injury exclusion

We will not cover **you** for any losses, **damage**, costs or expense of any kind for bodily injury.

Defective materials and undamaged items exclusion

We will not cover the costs and expenses for repair or replacement of any defective materials or undamaged items.

Transmission and Distribution Lines Exclusion

We will not cover **you** for loss, destruction or damage to any kind of above or below ground conductors (e.g. transmission and distribution lines) including wires, cables, poles, scaffolding, pylons and masts or any property forming a part thereof or connected therewith and including substations and transformer stations unless such conductors for which the insured carries the risk are located no further than 1000 meters from an insured plant of this insured.

This exclusion includes but is not limited to conductors for the transmission or distribution of electrical energy, telephone or telegraphic signals, and all communication signals whether audio or visual.

Unattended Machinery Exclusion

Cover is excluded in respect of **damage** arising from the overnight unattended running of any machinery or plant.

Section conditions

These conditions of cover apply only to this section. **You** must comply with the following conditions to have the full protection of **your policy**. Conditions may specify circumstances whereby non-compliance will mean that **you** will not receive payment for a claim. However **you** will be covered and **we** will pay **your** claim if **you** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

Arbitration condition

If **we** agree to pay **your** claim and **you** disagree with the amount to be paid, the amount of the difference will be referred to an arbitrator who is jointly appointed in accordance with the statutory requirements. **You** will not be able to take legal action against **us** over this disagreement until the arbitrators have made their award.

Average condition

If at the time of **damage** the sum insured is less than the value of the property covered, the amount **we** will pay will be reduced proportionately.

Construction of building(s) condition

Unless otherwise declared to **us** the **premises** described in **your** schedule must be of **standard construction**.

Contribution and average condition

If, at the time of the claim, there is any other **policy** covering the same property covered by this section, **we** will only be responsible for **our** proportionate share.

If any other **policy** is subject to any average (under insurance) condition, this section, if not already subject to average, will be subject to average in the same way as the other insurance **policy**.

If any other **policy** has a condition that prevents it from paying its share, **our** share of the claim will be limited to the proportion of the sum insured compared to the value of the property insured.

Designation condition

For the purpose of determining where necessary the heading under which any property is covered **we** agree to accept the designated category under which such property has been entered in **your** books.

Empty building(s) condition

The following precautions must be complied with

1 **You** must tell **us** as soon as **you** become aware

- **a** of any **building(s)** or portions of **building(s)** at the **premises** becoming **empty** or **empty building(s)** or portions of **empty building(s)** at the **premises** becoming occupied and **you** agree to
  - **i** pay any necessary additional premium as may be required by **us**
  - **ii** complete any additional risk improvements which **we** may reasonably require
- **b** of any **damage** to the **empty building(s)** or **empty** portions of **building(s)** whether the **damage** is insured or not.

2 In respect of **empty building(s)** or **empty** portions of **building(s)**, **you** must ensure that

- **a** the **building(s)** are inspected internally and externally at least once a week by **you** or on **your** behalf and a written record of the inspection is maintained by **you**
- **b** all refuse and waste materials are removed from the interior of the **building(s)** and removed from the **premises**
- **c** **you** will secure the **premises** and put all protective, locking devices and any alarm protection in effective operation
- **d** gas, water and electricity services (except electricity supply to maintain any fire or **Intruder alarm systems**) and any fuel supplies are permanently shut off at the switch or stopcock where they enter the **building(s)** (or in the case of individual flats or portions of a building, where they enter the flat or **empty** part of the **building**)
- **e** **you** implement any additional protections that **we** may require within the time scale **we** specify
- **f** all **damage** to the **premises** must be rectified immediately
- **g** letterboxes must be sealed.

If **you** do not comply with this condition **you** will not be covered and **we** will not pay **your** claim.

Fire protections condition

You must ensure that all fireproof doors and shutters are kept closed (except during working hours) and all fire protections (including fire extinguishing appliances) must be maintained in efficient working order during the **period of insurance**.

If **you** do not comply with this condition **you** will not be covered and **we** will not make any payment in respect of a claim for fire and/or explosion.

Fire Alarm Condition

You must ensure that any fire alarm confirmed to be in operation at the **Premises** is

- **a** installed in accordance with the manufacturers specifications only
- **b** in efficient working order at all times and should be inspected by a competent person every 6 months
- **c** serviced annually under the manufacturers maintenance contract

Declaration with notice must be provided by **You** to **Us** should the alarm need to be disconnected for any period of time

Failure to comply with these requirements may result in a claim not being paid.

Hot work permit system condition

You must ensure that for any construction, maintenance, repair or activity at the **premises**, to the plant or equipment which involves the application of heat, **you** must enforce a hot work permit system under which **you** must ensure that prior to any work commencing, the contractor employed to complete the work completes and signs a Hot work permit which is available upon request from **us**

If **you** do not comply with this condition **you** will not be covered and **we** will not make any payment in respect of a claim for fire and/or explosion.

Mortgagee's condition

The act of neglect of any mortgagor or occupier of any **premises** covered by this section where the risk of **damage** is increased without the authority or knowledge of any mortgagee will not prejudice the interest of the latter party (or parties) in this section, provided they tell **us** immediately they become aware of any increased risk, pay any necessary additional premium and comply with any additional terms agreed with **us**.

Non invalidation condition

This cover will not be invalidated by any act or omission or an alteration where the risk of **damage** is increased unknown to **you** and beyond **your** control, provided that when **you** become aware of it, **you** tell **us** immediately and pay any necessary additional premium and comply with any additional terms agreed with **us**.

An Garda Siochana notification condition

You must immediately notify an Garda Siochana of any loss or **damage** by theft or attempted theft of the property covered by this section. **You** must take all reasonable to trace and recover the property lost. If **you** do not comply with this condition **you** will not be covered and **we** will not make any payment in respect of a claim for theft or attempted theft.

Reinstatement of sum insured after loss condition

In the event of **damage** the sum insured by this section will be automatically reinstated from the date of the **damage** unless written notice is given to the contrary either by **us** or by **you**.

Provided that in the event of reinstatement **you** will

1 pay the necessary premiums that may be required for the reinstatement, from the date of reinstatement

2 complete any additional risk improvements which **we** may reasonably require.

Security and alarm condition

You must ensure the following:

1 All security devices including locks fastenings shutters and other methods of securing access to the **Business Premises** are in full and effective operation and keys removed from the **premises** outside of working hours

2 If there is an intruder alarm already installed or if **we** have requested **you** to install an intruder alarm

   a **you** must ensure the intruder alarm is maintained and in efficient working order at all times and in accordance with its installation specification.

The following minimum levels of security must be installed and maintained at **your premises** and put into full and effective use whenever **your premises** are closed for **Business** or left unattended.

1 The final exit door of the **Business Premises** is to be fitted with a mortise deadlock which has 5 or more levers and/or conforms to BS3621 A or European Norm EN 1303 matching boxed striking plate must also be fitted

2 All other external doors and all internal doors giving access to any part of the building not occupied by the Insured for the purpose of the **Business** are to be fitted with either i a mortise deadlock which has 5 or more levers and/or conforms to BS3621 or European Norm EN 1303 with a matched boxed striking plate as specified above, or ii two key operated security bolts for doors one fitted approximately 30cm from the top of the door and the other 30cm from the bottom

3 Aluminium or UPVC framed doors are to be fitted with integral cylinder key operated mortise deadlocks

4 All opening external basement ground floor and other accessible (accessible being a window that can easily be reached such as a window adjacent to a flat roof or a fire escape balconies canopies or down pipes) windows fanlights rooflights and skylights are to be fitted with key operated window locks. This requirement does not apply to windows protected by solid steel bars weldmesh or expanded metal grilles securely fixed to the brickwork surrounding the window

5 Any door or window officially designated a Fire Exit by a fire authority is excluded from the above requirements These are to be secured internally by panic bolts or fire exit bolts (capable of opening at all times) any additional devices must be approved by the local Fire Prevention Officer

6 Each item of electronic office equipment (for example PCs Laser Printers or Fax Machines) with an individual replacement value of €2,500 or greater must be securely anchored to the desk workstation or the structure of the building by means of lock down plates the keys to which must have been removed from the **premises** unless the **premises** are occupied by the Insured or an authorised Employee in which case the keys are to be deposited in a secure place not in the vicinity of the electronic office equipment.

If **you** do not comply with this condition **you** will not be covered and **we** will not make any payment in respect of a claim for theft or attempted theft.

Storage condition

If **you** store **stock** in the lowest storey of **your building(s)** it must be stored at least 15cm from the floor level on metal or timber supports. If **you** do not comply with this condition **you** will not be covered and **we** will not make any payment in respect of a claim for storm, **flood** or escape of water from any tank, apparatus or pipe.

Subrogation waiver condition

In the event of a claim under this section **we** agree to waive any rights, remedies or relief to which **we** might have become entitled by subrogation against

1 any company standing in relation of parent to subsidiary (or subsidiary to parent) to **you**

2 any company which is a subsidiary of a parent company of which **you** are a subsidiary in each case as defined by current law at the time of the **damage**.

Transfer of interest condition

If at the time of **damage you** have entered into a contract to sell **your** interest in any **building(s)** covered by this section and the sale has not, but subsequently completes, the purchaser will have the full protection of this section on exchange of contracts, provided the **building(s)** are not covered by any other insurance arranged by the purchaser.

Waste condition

You must ensure that

1 all oily or greasy waste and cloths must be kept in metal bins with close fitting metal lids and removed from the **building(s)** at the end of each working day and from the **premises** at least once a week

2 all other refuse must be removed from the **premises** at least once a week.

If **you** do not comply with this condition **you** will not be covered and **we** will not make any payment in respect of a claim for fire and/or explosion.

Combustible Goods in the open condition

All combustible materials including waste stored in the open must be at least 10 meters from any buildings flammable products and designated smoking areas.

Workmen's condition

Joiners and other tradesmen are allowed in or on the **premises** covered by this section to make repairs or minor structural alterations without prejudice to this insurance, provided that if the repairs or minor structural alterations involve the **use** of heat, **you** must comply with the Hot work permit system condition.

SECTION 2

Money and Personal Assault

Contents of this section

Meanings of defined terms_____27
What is covered Part 1_____28
What is not covered Part 1_____28
What is covered Part 2_____29
What is not covered Part 1 and 2_____29
Section conditions_____30

Your schedule will show if this section is covered.

Meanings of defined terms

These meanings apply within **your Money** and personal assault section. If a word or phrase has a defined meaning it will be highlighted in bold blue print and will have the same meaning wherever it is **us**ed in this section. The meaning of defined terms that apply throughout **your policy**, and not j**us**t this section, can be found on page 5 of **your policy**.

Business hours

Your usual office hours and the working hours (including overtime) while **you** or **your** employees entr**us**ted with **money**, are at **your premises** for the purposes of the **Business**.

Damage

Accidental loss, destruction or **damage**.

Defined peril

Fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, maliciou**s** persons other than thieves, earthquake, storm, **flood**, escape of water from any tank apparat**us** or pipe or impact by any road vehicle or animal.

Insured person(s)

You and any of **your** principals, partners, directors or employees.

Money

Current coin bank and currency notes postal and **money** orders bankers' drafts cheques and giro cheques crossed warrants bills of exchange and securities for **money** postage revenue national insurance and holiday with pay stamps or cards national savings certificates war bonds premium savings bonds and franking machine impressions credit company sales vouchers luncheon vouchers and trading stamps gift tokens travel vouchers travel tickets lottery tickets (for their nominal value only) and VAT invoices

✓ What is covered

Part 1 – Money

We will cover **you** for

1 loss of **money** held in connection with the **Business** anywhere within the **policy territories** for the following

- **i** from **your premises** during **Business hours**
- **ii** in a bank night safe
- **iii** from **your premises** whilst in a locked safe when closed for **Business**
- **iv** in transit

Our liability for any one claim will not exceed the limits shown in **your** schedule.

- **v** whilst at the residence of any of **your** principals or authorised employees up to €500 for any one claim
- **vi** from gaming, amusement or vending machines up to €500 any one loss
- **vii** from **your premises** whilst not in a locked safe when closed for **Business** up to €500 any one loss

2 **damage** to safes and strong rooms belonging to **you** or for which **you** are responsible resulting from theft or any attempted theft of **money** anywhere within the **policy territories**.

Our liability for any one claim will not exceed the limits shown in **your** schedule.

3 **damage** to clothing and personal effects belonging to the **insured person** caused by robbery or attempted robbery occurring in the course of the **Business** subject to a limit of €350 for any one **insured person**.

4 costs necessarily incurred in

- **a** opening or attempting to open any safe or strong room
- **b** the replacement of locks of any safe or strong room

following the theft of or **damage** to the keys to the safe or strong room belonging to **you** for which **you** are responsible.

x What is not covered

Part 1 – Money

Please also refer to 'What is not covered' under Part 1 and 2.

Clerical errors exclusion

We will not cover **you** for any loss due to clerical or accounting errors.

Fraud and dishonesty exclusion

We will not cover **you** for any loss arising from the fraud or dishonesty of **your** partners, directors or employees unless the loss is discovered within 14 working days of the date of the loss. **Our** liability of any one claim will not exceed €25,000.

More specific insurance exclusion

We will not cover **you** for any property more specifically insured by **you** or on **your** behalf.

Unattended vehicles exclusion

We will not cover **you** for any loss, destruction or **damage** from unattended motor vehicles.

Unexplained loss exclusion

We will not cover **you** for loss, destruction or **damage** caused by or consisting of

1 disappearance, unexplained or inventory shortage

2 misfiling or misplacing of information.

✓ What is covered

Part 2 – Personal assault

We will pay the **insured person** or in the case of death their personal representatives compensation if any **insured person** suffers bodily injury sustained in the course of the **Business**, as a result of

1 robbery or attempted robbery or

2 hold-up or attempted hold-up.

Payments will be made in accordance with the following Table of compensations.

Table of compensations

Benefit	Compensation
1. Death	€30,000
2. Total loss or permanent and total loss of use of one or more limbs	€30,000
3. Permanent total disablement from engaging in or carrying out the **insured person(s)** usual occupation	€30,000
4. Temporary total disablement from engaging in or carrying out the **insured person(s)** usual profession or occupation	€200 per week for any one injury(while the **insured person** is disabled) for a period not exceeding 104 weeks calculated form the date of injury
5. Reimbursement of incurred medical expenses*	up to €200
6. Reimbursement of incurred counselling costs*	up to €1,300

*occurring within 2 years of the date of the event giving rise to the bodily injury

We will not pay

1 compensation to the **insured person** under more than one of the benefits of the table of compensations for the same bodily injury

2 the weekly benefit under compensation 5 until the weekly amount payable has been agreed

3 under the compensation payable for benefit 5 more than the average weekly renumeration paid by **you** to the **insured person** over the period of 13 weeks immediately prior to the event which caused the bodily injury to the **insured person** who has suffered the bodily injury.

Any payments already made under benefit 5 will be deducted from payments made under benefits 1,2,3 or 4 if one of these is also payable.

Conditions applicable to Part 2 (please also refer to the Section conditions

1 **You** must write to **us** as soon as possible when **you** need to make a claim but in any case within 3 months of the date of the event giving rise to the bodily injury.

2 At **your** expense, **you** must supply all certificates, information and evidence in a form that **we** may require. Where a claim for bodily injury is made, the **insured person** will undergo any medical examinations that **we** may require at **our** expense.

3 In the case of death of an **insured person**, **we** will be entitled to have a post-mortem examination completed at **our** expense.

Section conditions

These conditions of cover apply only to this section. **You** must comply with the following conditions to have the full protection of **your policy**. Conditions may specify circumstances whereby non-compliance will mean that **you** will not receive payment for a claim. However **you** will be covered and **we** will pay **your** claim if **you** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred. If **you** are unsure about any of these conditions or whether **you** need to notify **us** about any matter, please contact **us**.

Arbitration condition

If **we** agree to pay **your** claim and **you** disagree with the amount to be paid, the amount of the difference will be referred to an arbitrator who is jointly appointed in accordance with the statutory requirements. **You** will not be able to take legal action against **us** over this disagreement until the arbitrators have made their award.

Contribution condition applicable to

Part 1 – Money

If the cover provided by this section is covered by any other **policy**, **we** will only cover **you** for loss or **damage** up to the limit shown in **your** schedule above the amount payable under such **policy**.

Key security condition

You must ensure that the keys of safes or strong rooms are not left at the **premises** out of **Business hours** unless the **premises** are still occupied by **you** or any of **your** authorised employees. When the **premises** are still occupied by **you** or any of **your** authorised employees keys at the **premises** must be deposited in a secure place not in the vicinity of safes or strong rooms.

If **you** do not comply with this condition **you** will not be covered and **we** will not pay **your** claim.

Money in transit condition

whenever **money** is in transit it will be accompanied by the following number of fully responsible persons who are charged with direct responsibility for the security of **money**

1 up to €4,000 by 1 person

2 over €4,000 up to €10,000 by 2 persons

3 over €10,000 up to €15,000 by 3 persons

4 amounts in **excess** of €15,000 (if this limit is noted on the Schedule) will require transit by professional cash carrier under arrangements as prior agreed by **us**.

Our liability will not exceed the limits stated in the Schedule.

Reasonable precautions condition

You must take all reasonable precautions

1 to prevent accidents or injury or **damage** to **your** property or the property of others

2 for the safety of **money** covered by this section and on becoming aware of any event giving rise or likely to give rise to a claim under this section **you** must

- **a** give immediate notice to the police and notify **us** as soon as possible. Take all reasonable steps for the discovery of the guilty person or persons and to trace and recover the **money**
- **b** give immediate notice to the Inland Revenue of any loss of stamped National Insurance cards
- **c** within 14 days of **you** being aware of the event that may give rise to a claim, provide **us** with a detailed statement of the loss in writing
- **d** provide all explanations, vouchers, proof of ownership and other evidence to substantiate the claim. If deemed necessary by **us**, **we** may require further evidence to support the statements of **you** or **your** employees.

If **you** do not comply with this condition **you** will not be covered and **we** will not pay **your** claim.

Record keeping condition

You will keep a daily record of the amount of **money** contained in safes or strong rooms. This record must be kept in a separate secure place and will need to be produced to support a claim under this section.

SECTION 3

Computer Equipment

Contents of this section

Meanings of defined terms 31
What is covered - Part 1&2 32
Clauses applicable 33
Extensions of cover 34
Special Conditions 1&2 35
What is covered - Part 3 36
What is not covered - Part 3 36
Special Conditions 3 37

Your schedule will show if this section is covered.

Meanings of defined terms

These meanings apply within **your Computer Equipment** section. If a word or phrase has a defined meaning it will be highlighted in bold blue print and will have the same meaning wherever it is used in this section. The meaning of defined terms that apply throughout **your policy**, and not just this section, can be found on page 5 of **your policy**.

Computer Equipment

1 All **computer equipment** (including interconnecting wiring fixed disks and telecommunications equipment used for the storage and communication of electronically processed data) but excluding any such **computer equipment** controlling a manufacturing process or unless detailed in **your** Schedule **Portable Computer Equipment**.

2 Ancillary Equipment solely for use with the **computer equipment** comprising air conditioning equipment generating equipment uninterruptable power supply voltage regulating equipment temperature and humidity recording equipment electronic access equipment heat smoke and water detection equipment lightning and transient over voltage protection devices computer furniture gas flooding cylinders and pipe work and computer room partitioning

3 **Proprietary Software Programs** and other information stored upon fixed disks

4 All current and back up computer records (excluding paper records of any description) incorporating stored programs and/or information thereon) owned by or on **deferred purchase** leased hired or rented to **you** or whilst on trial with a view to purchase by **you**

Proprietary Software Programs

The package of software programs purchased by **you** with the **Computer Equipment** at the original date of purchase pl**us** any subsequent upgrades excluding any bespoke computer software without **our** prior consent

Deferred Purchase

An arrangement whereby **you** enter into an agreement which entitles **you** to defer payment for **Computer Equipment** for a period exceeding 90 days (or a period in **excess** of usual trade credit)

Indemnity Period

The period beginning with the occurrence of an **Insured Event** and ending not later than the number of months thereafter shown in the Schedule during which the computer operations are affected as a result of the **Insured Event**

Loss of Interest

i interest payable in respect of loans raised

ii interest foregone on reduction in investment capital in lieu of loans raised as a direct result of minimising or to minimise the effect of the interruption or interference

Insured Event

1 **Damage** insured under Part 1 and/or Part 2 of this Section

2 Accidental loss or erasure of programs and/or information insured under Part 2 of this Section

3 **Damage** where the cost of repair or remedy is recoverable under any guarantee or agreement for maintenance rental hire or lease or any provision in an agreement for the supply of the **Computer Equipment**

4 **Damage** to any item of Category 1 or 2 of the **Computer Equipment** due to its own breakdown or derangement

5 the accidental failure or fluctuations of the supply of electricity to Categories 1 and 2 of the **Computer Equipment** at the **Premises** in which the **Computer Equipment** is situated

6 the accidental failure of any telecommunications system (other than satellite systems) used in connection with the **Computer Equipment**

7 **you** being denied access to the **Computer Equipment** due to

- **i** **Damage** to the **Computer Equipment** at or in the vicinity of the **Premises**
- **ii** the exercise by any authority of its powers for the sole purpose of safeguarding life or property

Damage/damaged

Accidental loss, destruction or **damage**

Portable computer equipment

1 Laptops, palmtops and notebooks

2 Personal digital assistants (PDAs)

3 Media and other peripheral devices which are designed to be carried and used in conjunction with other **portable computer equipment**

4 Removable satellite navigation systems

5 Digital cameras.

✓ What is covered

We agree if any **Computer Equipment** described in the Schedule is lost destroyed or **damaged** at the **Premises** or within the **policy territories We** will pay **You** the amount of the **damage** or at **Our** option replace or repair the **Computer Equipment** or any part of it.

Part 1 – Computer Equipment

Indemnity

We agree if any **Computer Equipment** described in the Schedule is lost destroyed or **damaged** at the **Premises** or within the **policy territories We** will pay **You** the amount of the **damage** or at **our** option replace or repair the **Computer Equipment** or any part of it.

Portable computer equipment

We will cover **you** for **damage** to any **portable computer equipment** described in **Your** Schedule occurring during the **period of insurance** whilst worldwide. The cover provided applies whilst in transit between any situations worldwide (including whilst in transit by sea or air) provided that

1 **Our** liability for **portable computer equipment** away from the **Premises** will not exceed the lesser of

- **a** the sum insured shown in **your** Schedule for **portable computer equipment** or €5,000 any one loss or series of losses arising out of theft or attempted theft
- **b** €10,000 in respect of any other loss

2 **Portable Computer Equipment** must at all times be carried as hand luggage when in transit other than by private motor vehicle

Inflation protection cover

We will adjust sums insured under Part 1 of this section at each renewal in line with suitable indices* and the renewal premium for Part 1 of this section will be based on the adjusted sums insured.

*For Example the Society of Chartered Surveyors, CSO, The Department of Environment and the Consumer Price Index

Part 2 – Reinstatement of Data

Indemnity

We will indemnify **you** in the event of accidental loss or erasure of programs and/ or information from any contingency not otherwise excluded to property described in paragraphs (c) and (d) of the Definition - **Computer Equipment** whilst at the **Premises**

Provided that

- **a** **Our** liability is limited solely to the cost of reinstating data
- **b** **We** shall not be liable for **damage** to software insured under Part 1

x What is not covered

Computer Equipment

We will not cover **you** for **damage** to

1. equipment manufactured by **you** for sale.
2. any manufacturing, production or process equipment including linked **computer equipment**.
3. any bespoke software or individually tailored packages unless **you** have in force a support agreement with the supplier or a third party maintainer approved by the supplier.
4. equipment owned by **your** tenant(s).

Consequential Loss

Financial loss of profits loss due to delay and or any consequential loss of any kind whatsoever not specifically insured by this Section

Excess exclusion

We will not cover **you** for the **excess** of €300 for each and every loss

External network failure exclusion

We will not cover **you** for any losses caused by or resulting from the failure or interruption of any electrical power supply network or **telecommunication networks** not owned and operated by **you**. This exclusion shall not apply to losses caused by or resulting from physical **damage**, if otherwise insured by this section, to the electrical power supply network, **telecommunication networks** or other property.

Guarantee or maintenance agreement exclusion

We will not cover **you** for **damage** recoverable under the maintenance agreement or any warranty or guarantee or which would be recoverable but for breach of **your** obligations under the agreement.

Gradually operating causes exclusion

We will not cover **you** for **damage** caused by depletion, deterioration, corrosion, erosion, wear and tear or other gradually developing conditions (but any such **damage** resulting from an accident will be covered).

Clauses applicable to Parts 1 and 2

Reinstatement

In the event of the Property Insured by Parts 1 and 2 being destroyed or **damaged** the amount payable shall be the reinstatement of the property

For this purpose reinstatement shall mean

- **a** Where any item of **Computer Equipment** suffers **damage** to the extent that repair is uneconomic or impractical its replacement by new **Computer Equipment** of equal performance and/or capacity or if such be impossible its replacement by **Computer Equipment** having the nearest higher performance and/or capacity to the **Computer Equipment** lost or **damaged**
- **b** Where the **Computer Equipment** suffers **damage** the repair of **damage** and the restoration of the **damaged** portion of the **Computer Equipment** to a working condition substantially the same as but not better or more extensive than its condition when new provided that:
  - **i** **Our** liability for loss of or **damage** to **Computer Equipment** shall not exceed the Sum Insured stated in the Schedule or additionally provided under the Automatic Cover Condition

ii The work of Reinstatement commences and is carried out without unreasonable delay

iii No payment beyond the amount which would have been payable if this Condition had not been incorporated shall be made until the cost of Reinstatement shall have been incurred

iv No payment beyond the amount which would have been payable if this Condition had not been incorporated shall be made if at the time of any **damage** to the same **Computer Equipment** insured it shall be covered by any other insurance effected by or on behalf of **yours** which is not upon a Reinstatement basis

v Each item insured is declared to be separately subject to the following condition of average namely:-If at any time of Reinstatement the sum representing 85% of the cost which would have been incurred in Reinstatement in the event there had been a total loss exceeds the Sum Insured or any further increase allowed under the provisions of the Automatic Cover Clause at the time of **damage** to the **Computer Equipment** **you** shall be considered as being **Your** own insurer for the difference and bear a rateable proportion of the **damage** accordingly

vi Where by reason of the above provisions no payment is made beyond the amount which would have been payable if this Condition had not been incorporated the rights and liability of both **us** and **you** in respect of the **damage** shall be subject to the terms and conditions of this **Policy** as if this Condition had not been incorporated

Limit of Liability

Our liability under Parts 1 and 2 shall not exceed

i in the whole the total sum insured or in respect of any item its sum insured at the time of the **damage**

ii the sum insured remaining after deduction for any other interruption or interference consequent upon **damage** occurring during the same **Period of insurance** unless **We** shall have agreed to reinstate any such sum insured

Extensions of Cover applicable to Parts 1 and 2

The Cover extends to include

Debris Removal Costs

Costs necessarily and reasonably incurred with **our** consent in removal of debris and the protection of the machinery consequent upon **damage** insured by this Section Provided **Our** liability under this extension shall not exceed 10% of the Sum Insured under Part 1 or €5,000 whichever is the less

Consulting Engineers Fees and Investigation Costs

Costs (including consulting engineers fees) incurred with **Our** prior consent in conducting investigations and/or tests into possible repair replacement or reinstatement of **Computer Equipment** suffering **damage** regardless of whether such investigations and/or tests are successful or not

Temporary Repairs

Costs necessarily and reasonably incurred in making temporary repairs upon and/or expediting the repair reinstatement or replacement of insured items as a result of **damage** (but excluding costs recoverable under Part 3) provided that **our** liability shall not exceed 10% of the cost of such loss or **damage** or €5,000 whichever is the less

Automatic Cover

Additional **Computer Equipment** belonging to **you** or for which **you** are responsible at any existing **Premises** shown in the Schedule until the next renewal date at no additional charge provided that **Our** liability under this Clause does not exceed €50,000 at any one **Premises** or 10% of the sum insured under Part 1 whichever is the less

Incompatibility of Records

Where Reinstatement of Data is insured **we** will indemnify **you** in respect of

a the cost of modifying the **Computer Equipment** insured under Part 1 or

b the cost of replacing the Data Carrying Materials together with Reinstatement of Data whichever is the less as a result of an indemnifiable loss to achieve equivalent compatibility to that existing immediately prior to the loss due to undamaged Data Carrying Materials being incompatible with the replacement **Computer Equipment** provided that:-

i the replacement **Computer Equipment** is the nearest equivalent to that lost or **damaged**

ii the amount payable under this Extension shall not exceed 50% of the Sum Insured under Part 2 or €10,000 whichever is the less

Loss Avoidance Measures

Reasonable costs incurred in taking exceptional measures to prevent or mitigate impending **damage** for which indemnity is provided by Parts 1 and 2 provided that

a **damage** would reasonably be expected if such measures were not implemented

b **We** are satisfied that **damage** has been avoided or mitigated by means of the exceptional measures

c the amount payable will be limited to the cost of **damage** which would have otherwise occurred

d the terms and conditions of this **Policy** apply as if **damage** had occurred

e **Our** liability under this Extension shall not exceed 10% of the Sum Insured under Parts 1 and 2 or €5,000 whichever is the less

Accidental Discharge of Gas Flooding Systems

The cost of recharging gas flooding systems installed solely for the protection of the **Computer Equipment** following accidental discharge provided that:-

a **We** shall not be liable under this Extension for any loss as a result of gradual leakage or discharge or drop in pressure

b **You** shall maintain at **your** own expense the gas flooding system in accordance with the suppliers and/or makers recommendations

c **Our** liability shall not exceed €10,000 any one loss or 10% of the Sum Insured under Part 1 whichever is the less

Research and Development Costs

Costs of re-writing any data processing research or development project(s) to the stage they had reached immediately prior to the **damage** but excluding any benefit to **you** which would have been obtained from completion of the project(s) had the **damage** not occurred provided

i that Part 2 is insured

ii that the amount payable in respect of any one claim shall not exceed the sum insured under Part 2 or €5,000 whichever is the less

iii that **you** have fully complied with the precautions condition.

Temporary Removal Cover

We will cover **you** for **damage** occurring during the **period of insurance**, to any **Computer Equipment** detailed in **your** Schedule whilst temporarily removed or in transit bet**we**en the **Premises** and any other location (including whilst in transit by sea or air but only whilst in **your** custody, care and control) provided that **Our** liability will not exceed €20,000 for any one claim.

This cover does not apply to **Portable Computer Equipment**.

Waste Electrical and Electronic Equipment Directive cover

We will cover **you** for the additional costs that **You** incur in order to comply with the Waste Electrical and Electronic Equipment Directive for the disposal of electronic equipment following insured loss or **damage** to hardware provided that **our** liability will not exceed €5,000 for any one claim. This amount is in addition to the limit for Debris removal costs cover.

Special Conditions applicable to Parts 1 and 2

Unattended Vehicle Security

It is a condition under Parts 1 and 2 that whilst any item of **Computer Equipment** is being carried in a vehicle which is left unattended

i the doors of the vehicle m**us**t be locked and all its windows and other openings fully closed and properly fastened

ii the vehicle must be in a locked garage or locked parking area if left overnight

iii the **Computer Equipment** must be concealed from view in a locked boot where such facilities are available or concealed from view by other secure means where such facilities are unavailable (Secure shall mean security devices which have been approved by **Us**)

✓ What is covered

Part 3 – Increase in Cost of Working

Indemnity

If the computer operations of the **Business** are interrupted or interfered with due to the occurrence during the **period of insurance** of an **Insured Event we** will pay as Increase in Cost of Working the additional expenditure necessarily and reasonably incurred by **you** (including **Loss of Interest**) during the **Indemnity Period** in consequence of such interruption or interference **our** liability shall not exceed in any one **period of insurance**

a the sum insured stated in the Schedule and/or

b in respect of any **Loss of Interest** 10% of the

sum insured stated in the Schedule

Clauses applicable to Part 3

Additional Rental

In addition to the limit of **our** liability under this Part **We** will indemnify **you** against the payment of additional lease or rental charges up to an amount not exceeding €10,000 arising out of the replacement of a lease/hire agreement in respect of the **Computer Equipment** by a new contract for similar **Computer Equipment** and consequent upon **damage** insured under Part 1 of this Section

Professional Accountants Charges

Any particulars or details contained in **your** books of account or other **Business** books or documents which may be required under Back up of records condition for the purpose of investigating or verifying any claim hereunder may be produced by professional accountants if at the time they are regularly acting as such for **you** and their report shall be prima facie evidence of the particulars and details to which such report relates **we** shall pay to **you** the reasonable charges payable by **you** to their professional accountants for producing such particulars or details of any other proofs information or evidence as may be required by **us** under the terms of Back up of records condition 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 the amount otherwise payable under this Part shall in no case exceed our liability as stated

Current Cost Accounting

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

Value Added Tax

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

x What is not covered

This Part does not cover

1 Costs of Reinstatement of Information

Costs of reinstatement of programs and/or information onto Computer Records and/or Fixed Disks

2 Exclusion Periods

Increase in Cost of Working incurred during

i) the first 24 hours following breakdown or derangement of any item of Category (a) of the Definition Computer Equipment if a maintenance rental hire or lease agreement is not in force on such item - Insured Event (iii) refers

ii) the first 30 minutes in respect of failure of the supply of electricity - Insured Event (v) refers

iii) the first 4 hours in respect of failure of telecommunications equipment - Insured Event (vi) refers

3 Deliberate Supply/Service Withdrawal

The deliberate act of **yours** or any supply authority nor the exercise by any such supply authority of its power to withhold or restrict operation of the supply or system nor the inability of **yours** or any such authority to maintain the supply or system due to industrial action by any of its employees

4 Acts of Telecommunications Authorities

The failure of any telecommunications system directly or indirectly due to

a the deliberate act of any telecommunications authority or the exercise by any authority of its powers to withhold or restrict operation of the system or the inability of the authority to maintain the system due to industrial action by its employees

b the use by **you** of any equipment which is not approved by the telecommunications authority as properly installed and compatible

Special Conditions applicable to Part 3

Alterations

This Part shall be avoided if after the commencement of this insurance the **Business** be wound up or carried on by a liquidator or receiver or permanently discontinued

Clauses applicable to Parts 1,2 and 3

Waiver of Subrogation Rights

The cover provided by this Section is extended to indemnify the categories of users shown below and **we** waive rights of recovery or subrogation against:-

i any parent company of **yours**

ii any subsidiary company of **yours**

iii any subsidiary company of a parent company of whom **you** are a subsidiary

iv any **us**er of the **Computer Equipment** explicitly authorised by **you** provided that

a any users so included observe and fulfil the terms and conditions of this **Policy** as if they **we**re the Insured

b **you** do not receive any form of indemnity or **damage**s from such users

Automatic Reinstatement

Sums Insured or Limits of Indemnity will be reinstated from the date of occurrence of any claim at additional premium **We** will waive the additional premium if the cost of the claim does not exceed €25,000

Section conditions

These conditions of cover apply only to this section. **You** must comply with the following conditions to have the full protection of **your policy**. Conditions may specify circumstances whereby non-compliance will mean that **you** will not receive payment for a claim. However **you** will be covered and **we** will pay **your** claim if **you** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

If **you** are unsure about any of these conditions or whether **you** need to notify **us** about any matter, please contact **us**.

Back-up records condition

You will maintain a minimum of 2 generations of **verified** back-up computer records taken

at intervals no less frequently than 48 hours and take all reasonable precautions to store and maintain records in accordance with the maker's recommendations.

If **you** do not comply with this condition **you** will not be covered and **we** will not pay **your** claim.

Precautions condition

You will exercise due diligence in:

1 complying with any statute or order

2 ensuring that insured items are properly maintained and used in accordance with manufacturers recommendations and in taking reasonable precautions to prevent loss or **damage**.

If **you** do not comply with this condition **you** will not be covered and **we** will not pay **your** claim.

SECTION 4

Goods in Transit

Contents of this section

Meanings of defined terms 38
What is covered 38
What is not covered 40
Section conditions 41

Your schedule will show if this section is covered.

Meanings of defined terms

These meanings apply within **your** Goods in transit section. If a word or phrase has a defined meaning it will be highlighted in bold blue print and will have the same meaning wherever it is used in this section. The meaning of defined terms that apply throughout **your policy**, and not just this section, can be found on page 5 of **your policy**.

Geographical limits

Anywhere (including sea crossings) in or between Republic of Ireland Northern Ireland Great Britain Channel Islands and the Isle of Man

Property

Goods and trade tools belonging to **you** or for which **you** are responsible, relating to the **Business**.

Vehicle

Motor **vehicle**, articulated **vehicle**, trailer or semi-trailer owned or operated by **you**.

✓ What is covered

We will cover **you** for loss of or **damage** to **property** occurring during the **period of insurance** whilst in transit to destinations within the **geographical limits** by any means of conveyance described in **your** schedule, including

1. loading prior to despatch from the point of actually lifting **property** by or onto the means of conveyance
2. unloading and movement to the first resting place at the final destination.

Basis of claims settlement

We will pay **you** for the invoice value of **property** at the time of loss or **we** may repair, replace or reinstate **property** lost or damaged.

If an invoice has not been raised at the time of loss, the valuation will be based on the sale or re-sale value of the **property** at the time of the start of the transit.

If the lost or damaged **property** is not new, **we** will deduct a reasonable amount for wear, tear and depreciation as part of the claims settlement.

In the event of loss of or **damage** to any machinery or equipment, which when complete for sale or **use** consists of several separate parts, **we** will only pay for the part or parts actually lost or damaged, including any replacement charges. In all circumstances **we** will not pay more than the value of the complete machine or equipment.

Claims for the total loss or destruction of Ropes and sheets cover, Personal effects cover and Electronic equipment cover will be settled on the basis of value at the time of loss or **damage** with adjustment for wear and tear, but **we** will not pay more than the limit specified for the cover in respect of any one claim.

Additional expenses cover

We will pay up to €10,000 any one claim for expenses reasonably incurred by **you** in

1. the removal of debris and site clearance from the immediate area of the site where **damage** to **property** in transit by **vehicle** has occurred
2. transferring **property** to any other conveyance, following fire, collision, overturning or impact of the conveying **vehicle**, including carrying the **property** to the original destination or to a place of collection
3. reloading onto the **vehicle** any **property** which has fallen from the **vehicle**
4. re-securing the **property** where there is dangerous movement of the load in transit by **vehicle**.

Demonstration or approval cover

We will pay up to the limit shown in **your** schedule for accidental loss of or **damage** to **property** during the **period of insurance** within the **geographical limits** whilst

1. in transit to or from **your** customers **premises** on demonstration or on approval
2. on the customers **premises** where the **property** is being demonstrated or being approved, excluding loss or **damage** caused by or through its demonstration or **use**.

Electronic equipment cover

We will pay up to €500 any one claim for accidental loss of or **damage** to portable electronic equipment belonging to **you** occurring during the **period of insurance** within the **geographical limits**, whilst being used by the driver of a **vehicle** in the course of transit of **property**, in connection with the **Business**.

Exports (Free on board/ Free on aircraft) cover

We will cover **you** against loss of or **damage** to **property** occurring during the **period of insurance**, consigned to an address outside the **geographical limits**, where, by agreement, **you** are responsible for all expenses and insurance prior to delivery of the **property** over ships, rail or on aircraft. The cover will apply whilst in transit within the **geographical limits** and for a period of up to 30 days whilst the **property** is temporarily stored awaiting shipment on any quayside or in any dock or airport store.

Incoming goods cover

We will cover **you** up to the limit shown in **your** schedule for loss of or **damage** to **property** occurring during the **period of insurance**, consigned to **you** from an address within the **geographical limits**, if it is **your** responsibility to insure.

Packers premises cover

We will pay up to the limit shown in **your** schedule for accidental loss of or **damage** to **property** during the **period of insurance** within the **geographical limits** whilst

1. in transit to or from **premises** where the **property** is being packed for transit
2. on the **premises** where the **property** is being packed for transit, excluding loss or **damage** caused by or through the process of packaging.

Personal effects cover

We will pay up to €500 any one claim for drivers personal effects, accidentally lost or damaged, arising out of an occurrence for which there is also a valid claim for loss of or **damage** to **property** in or on a **vehicle**.

Ropes and sheets cover

We will pay up to €500 any one claim for accidental loss of or **damage** to tarpaulins, sheets, trailer curtains, ropes, chains, webbing straps and packing materials belonging to **you** or for which **you** are responsible not insured under any other **policy**, occurring during the **period of insurance** within the **geographical limits**, whilst carried on a **vehicle**.

Travellers samples cover

We will pay up to the limit shown in **your** schedule for loss or **damage** to travellers **stock** or samples occurring during the **period of insurance** within the **geographical limits**, whilst in transit or temporarily removed from a **vehicle** during transit and kept in a locked room or a locked **building**, provided that the **stock** or samples remain under the custody or control of **you** or **your** employee.

Limit of cover

1 The maximum amount **we** will pay for any one claim or series of claims arising from one occurrence is the limit any one event shown in **your** schedule.

2 The consignment limit shown in **your** schedule is the maximum amount **we** will pay for all **property** sent at any one time

- **a** in one or more packages and in one load by carrier to the same destination
- **b** for any one self contained package sent by post.

3 The **vehicle** limit shown in **your** schedule is the maximum **we** will pay for all **property** sent at any one time in one or more packages loaded or for loading on one **vehicle**.

x What is not covered

Consequential loss exclusion

We will not cover loss resulting from **damage** to **property** or any indirect loss other than as specified under the additional expenses cover.

Delay exclusion

We will not cover loss or **damage** to **property** directly or indirectly caused by or arising from delay.

Derangement exclusion

We will not cover electrical or mechanical derangement unless caused by impact.

Excess exclusion

The **excess** of €150 will apply to each claim or series of claims arising from one occurrence.

Livestock exclusion

We will not cover loss of or injury to living creatures.

Natural deterioration exclusion

We will not cover natural deterioration of **property**.

Temperature controlled property exclusion

We will not cover the deterioration of **property** conveyed in frozen, chilled or insulated conditions due to

1 faulty stowage

2 incorrect setting or operation of the equipment

3 variations in temperature unless directly caused by fire, accident (but not breakdown) to the means of conveyance, theft or attempted theft.

Unattended vehicles exclusion

We will not cover theft or attempted theft from any **vehicle** whilst unattended unless

1 all security locks, alarms and other security devices are in working order

2 all doors are locked, windows and other openings are closed and securely fastened and any alarm, immobiliser or other security device operative

3 contained in a securely locked **building** or securely locked, fully enclosed compound after 9.00pm until 6.00am the next day

4 there is evidence of forcible and violent entry to the **vehicle**.

Valuables exclusion

We will not cover loss of or **damage** to

1 money, securities for money (which includes certificates of bond, stock certificates, bills of exchange, promissory notes) or stamps

2 watches, precious stones, jewellery or bullion.

Section conditions

These conditions of cover apply only to this section. **You** must comply with the following conditions to have the full protection of **your policy**. Conditions may specify circumstances whereby non-compliance will mean that **you** will not receive payment for a claim. However **you** will be covered and **we** will pay **your** claim if **you** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred. If **you** are unsure about any of these conditions or whether **you** need to notify **us** about any matter, please contact **us**.

Carrier notification condition

If loss or **damage** is caused by a carrier, **you** must notify the carrier in writing as soon as **you** are aware of the loss or **damage**, as well as notifying **us**. **You** may be asked to complete the carriers claim form and any compensation **you** receive from a carrier, must be paid to **us** if **we** have paid the claim.

If **you** do not comply with this condition **you** will not be covered and **we** will not pay **your** claim.

SECTION 5

Business Interruption

Contents of this section

Meanings of defined terms 42

What is covered 44

Section conditions 49

Meanings of defined terms

These meanings apply within **your Business** interruption section. If a word or phrase has a defined meaning it will be highlighted in bold blue print and will have the same meaning wherever it is **us**ed in this section. The meaning of defined terms that apply throughout **your policy**, and not j**us**t this section, can be found on page 5 of **your policy**.

Notes

1 For the purpose of the following defined meanings, any adjustments implemented in current cost accounting will be disregarded.

2 To the extent that **you** are accountable to the tax authorities for Value Added Tax all terms in this section will be exclusive of such tax.

3 Adjustments will be made as necessary for trends of the **Business** and for variations and other circumstances affecting the **Business**, either before or after the **incident**, or which would have affected the **Business** had the **incident** not occurred so that the adjusted figures represent as closely as possible, the results which would have been obtained during the indemnity period after the **incident**.

Annual gross rentals

The gross rentals during the 12 months immediately before the date of the **incident**.

Book debts

The total amount of the balances debited to **customers** in **your** most recent accounts after adjustments for bad debts and for amounts debited (or invoiced but not debited) and credited (including credit notes and cash not passed through the books at the date of the **incident**) to **customers** accounts in the period between the date of the statement and the date of the **incident**.

Building(s)

The **building**(s), outbuilding(s), extensions, and garages together with landlords fixtures and fittings in or on them, foundations or footings, canopies, annexes, gangways, conveniences, chimneys, fire escapes, walls, gates and fences, yards, car parks, roads and pavements, piping, ducting, cables, wires and associated control gear, CCTV systems, entry and exit systems signage and accessories on the **premises** and extending to the public mains, but only to the extent of **your** responsibility.

Business interruption

Loss resulting from interruption of or interference with the **Business** carried on by **you** at the **premises** as a result of **damage** to property used by **you** at the **premises** for the purpose of the **Business**.

Customers

All **your customers** who obtain goods or services from **you** on a credit basis.

Damage

Accidental loss, destruction or **damage** caused by an insured contingency under the Material **Damage** section unless otherwise excluded.

Empty

Any **building**(s) or any portions of the **building**(s) which are wholly unoccupied, mainly unoccupied or not in use by **you** or any of **your** tenants for more than 30 consecutive days.

Gross rentals

The money paid or payable to **you** for tenancies and other charges and for services rendered in the course of the **Business** at the **premises**.

Incident

Damage to property used by **you** at the **premises** for the purpose of the **Business**
or

Damage to **your** accounting records, other **Business** books or records at the **premises** for any item on **book debts**.

Indemnity period

The period during which the **Business** is affected, starting on the date the **incident** occurred and ending not later than the **maximum indemnity period**.

Maximum indemnity period

The period shown in **your** schedule.

Standard gross rentals

The gross rentals during the period in the 12 months immediately before the date of the **incident** which corresponds with the **indemnity period**.

Uninsured working expenses

Bad debts and purchases.

Vermin

Rats, mice, squirrels, owls, pigeons, foxes, bees and wasps or hornets.

Basis of loss settlement

These terms of settlement only apply if the paragraph title appears in **your** schedule for this section.

Rent receivable

We will cover **you** for

1 loss of **gross rentals**

and

2 increase in cost of working a

and the amount payable will be

a for reduction in **gross rentals**: the amount by which the **gross rentals** during the **indemnity period**, falls short of the **standard gross rentals** as a result of the **incident**

b for increase in cost of working: the additional cost necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in **gross rentals** which would have taken place during the **indemnity period** as a result of the **incident**, but not exceeding the amount of the reduction which has been avoided by this additional cost

less any amount saved during the **indemnity period** for the charges and expenses of the **Business** payable out of **gross rentals** as may stop or be reduced as a result of the **incident**.

Provided that if the sum insured by the item on **gross rentals** is less than the **annual gross rentals** (or to a proportionately increased multiple where the maximum **indemnity period** exceeds 12 months) the amount payable will be proportionately reduced.

Increase in cost of working

We will cover **you** for increase in cost of working and the amount payable will be the additional expenditure necessarily and reasonably incurred by **you** as a result of the **damage** in order to prevent or minimise the interruption of the **Business** during the **indemnity period**.

We will not be liable for more than 50% of the sum insured during the first three months of the **indemnity period** and the balance of any amount due will follow in equal monthly proportions.

Book debts

We will cover **you** for

1 loss of **book debts**

and

2 additional costs

and the amount payable will be

a for loss of **book debts**: the difference, solely due to the **incident**, between the amount of the **book debts** at the date of the **incident** and the total amount received in payment of them during the 12 months after the **incident**

b for additional costs: the additional costs necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the loss of **book debts** which would have taken place as a result of the **incident**, but not exceeding the amount which would otherwise have been payable provided that if at the time of the **incident** the sum insured by this item is less than the total amount of the **book debts**, the amount payable will be proportionately reduced.

✓ What is covered

1 **We** will cover **you** for the items shown in **your** schedule other than for **book debts**. If any **building**(s) or other property **us**ed by **you** at the **premises** for the purpose of the **Business** suffers **damage** during the **period of insurance** and as a result the **Business** is interrupted or interfered with, then **we** will pay **you** for each item in **your** schedule the amount of loss resulting from the interruption or interference. Provided that

a at the time of the **damage** there is insurance in force covering **your** interest in the **building**(s) or other property against that **damage** and that

i payments have been made or liability admitted under that insurance

or

ii payment would have been made or liability admitted but for the conditions in that insurance, excluding liability for losses below a specified amount

b such **damage** would not have been excluded by the Material **Damage** section of this **policy**

c **our** liability under this section will not exceed

i the total sum insured or for any item its sum insured at the date of the **damage**

ii the sum insured remaining after deduction for any other **Business interruption** as a result of a claim for **damage** occurring during the same **period of insurance**, unless **we** have agreed to reinstate any sum insured adj**us**ted in accordance with the Inflation protection cover.

2 **We** will cover **you** for any items shown in **your** schedule for **book debts**.

If any of **your** accounting records, other **Business** books or records at the **premises** suffers **damage** during the **period of insurance** and it is not possible for **you** to obtain from **your customers** all the amounts due to **you** and outstanding at the date of the **damage**, then **we** will pay **you** the amount **you** may be entitled to recover under the conditions of this section.

Provided that **our** liability will not exceed

a the total sum insured, or for any item of **book debts**, its sum insured at the date of the **damage**

b the sum insured remaining after deduction for any other loss under this section as a result of **damage**, occurring during the same **period of insurance** unless **we** have agreed to reinstate the sum insured.

Limit of cover

The most **we** will pay **you** during any one **period of insurance** is the sum insured shown against each item in **your** schedule.

x What is not covered

Transmission lines exclusion

We will not cover **you** for loss, destruction or **damage** to any kinds of above or below ground conductors (e.g. transmission and distribution lines) including wires, cables, poles, scaffolding, pylons and masts or any property forming a part thereof or connected therewith and including substations and transformer stations unless such conductors for which the insured carries the risk are located no further than 1000 meters from an insured plant of this insured.

This exclusion includes but is not limited to conductors for the transmission or distribution of electrical energy, telephone or telegraphic signals, and all communication signals whether audio or visual.

It is understood and agreed that public utilities extensions and/or suppliers extensions and/or contingent **Business** interruption coverages are not subject to this exclusion, provided that these are not part of a transmitters' or distributors' **policy**.

Extensions of cover

Denial of access cover

Where access to **your premises** is prevented by a local or public authority due to imminent threat of **damage** to **your premises** as a result of damage to property within a 1 mile radius of **your premises** and where this **damage** was caused by a **defined peril** covered by the property sections of this **policy we** will cover **you** for loss insured by this section for interference or interruption whether **your premises** or **your** property suffers **damage** or not. **We** will not cover loss, destruction or **damage** to property or any supply undertaking from which **you** obtain electricity, gas, water or telecommunications services which prevents or hinders the supply of these services.

The **maximum indemnity period** under this cover shall be 12 weeks any one **period of insurance** commencing from the date of the **damage**. **Our** liability for any one claim will not exceed €25,000 any one claim.

Essential employees cover

We will cover **you** for any loss covered by this section resulting from interruption of or interference with the **Business** as a result of

1 **a** death of an employee

b permanent total disablement arising out of bodily injury which in the opinion of an independent medical officer will in all likelihood prevent the employee from carrying out their usual employment or usual occupation for the remainder of their life.

2 the employee winning a prize on the national lottery, premium bonds or football pools providing that their win exceeds €1,000,000 but excluding losses where the employee

a has been employed by **you** for a period of less than 12 months

b has served notice or has been served notice of termination of their employment prior to their win

c has been absent from work through sickness, disability or suspension for a period exceeding 4 weeks at the time of their win.

The cover will only apply from the date of the death or permanent total disablement or lottery win, premium bond win or football pools win of an employee and end 12 weeks after this date.

Our liability will not exceed €20,000 in any one **period of insurance**.

Exhibition cover

We will cover **you** for any loss, covered by this section, resulting from interruption or interference with the **Business** as a result of **damage** to **your** property whilst at exhibition sites anywhere within the **policy territories**, other than at the **premises** in **your** occupation where **you** are exhibiting goods.

Our liability for any one claim will not exceed€10,000.

Failure of public supplies cover

We will cover **you** for any loss insured by this section resulting from interruption of or interference with **your business** caused by the accidental failure of

1 the public electricity supply at **your** suppliers land based generating station or sub station.

2 the public gas supply at **your** suppliers land based **premises**

3 the public water supply at **your** suppliers land based waterworks or pumping station

4 the public telecommunications services at **your** suppliers land based **premises**

from which **you** obtain electricity, gas, water or telecommunications services, provided **your** supplier is situated within the **policy territories**, where such accidental failure is a direct result of **damage** caused by an insured Contingency 1 to 16 under the Material Damage section

After the application of all other terms and conditions of this section, the most **we** will pay for any one claim and in total during any one **period of insurance** is €25,000

The 'Reinstatement of sum insured after loss condition' shall not apply in respect of this cover.

The insurance provided by this cover in any one **period of insurance** shall only apply for the period starting with the accidental failure(s) of supply or service at **your premises** and ending after 12 weeks in total during which time the results of **your business** are affected regardless of the number of incidents, number of **your** suppliers affected during the **period of insurance** or the number of **premises** insured.

We will not cover.

a. any failure

1 which does not involve a cessation of supply for at least 24 hours OR

2 due to an excluded contingency under the material damage section

b. loss resulting from failure caused by

1 the deliberate act of any supplier or by them using their power to withhold or restrict supply or services OR

2 strikes or any labour or trade disputes

OR

3 solar flare or other atmospheric or weather conditions but **we** will cover failure due to **damage** to equipment caused by these conditions.

Failure of public supplies 'terminal ends' cover

We will cover **you** for any loss insured by this section resulting from interruption of or interference with **your business** caused by the accidental failure of

1 the public electricity supply at the 'terminal ends' of **your** suppliers service feeds to the **premises**

2 the public gas supply at **your** suppliers meters to the **premises**

3 the public water supply at **your** suppliers main stop cock serving the **premises** (other than by drought)

4 the public telecommunications services supply (other than satellite services) at the incoming line, terminals or receivers to the **premises**

from which **you** obtain electricity, gas, water or telecommunications services, provided **your** supplier is situated within the **policy territories**, where such accidental failure is a direct result of **damage** caused by an insured Contingency 1 to 16 under the Material Damage Section

After the application of all other terms and conditions of this section, the most **we** will pay for any one claim and in total during any one **period of insurance** is €25,000

The 'Reinstatement of sum insured after loss condition' shall not apply in respect of this cover.

The insurance provided by this cover in any one **period of insurance** shall only apply for the period starting with the accidental failure(s) of supply or service at **your premises** and ending after 12 weeks in total during which time the results of **your business** are affected regardless of the number of incidents, number of **your** suppliers affected during the **period of insurance** or the number of **premises** insured.

We will not cover

a any failure

- **1** which does not involve a cessation of supply for at least 24 hours OR
- **2** due to an excluded contingency under the material damage section.

b loss resulting from failure caused by

- **1** the deliberate act of any supplier or by them using their power to withhold or restrict supply or services OR
- **2** strikes or any labour or trade disputes

OR

- **3** solar flare or other atmospheric or weather conditions but **we** will cover failure due to **damage** to equipment caused by these conditions.

If a claim is made under this cover clause **you** cannot claim under the Failure of Public Supplies Cover for the same incident

Loss of Attraction

We will indemnify **you** in respect of an interruption or interference with the **Business** as insured under this Section following **damage** caused by an insured contingency to a **property** within a 1 mile radius of **your premises** which directly causes a loss of custom to the **Business**.

The maximum indemnity period for any one **period of insurance** under this cover shall not exceed 12 weeks commencing from the date of the **damage**. **Our** liability for any one **period of insurance** will not exceed €25,000.

Murder, suicide or disease cover

We will cover **you** for any **Business interruption** insured by this section caused solely and directly by;

1 A public authority order to close **your premises** as a result of an outbreak of any of the following diseases at **your premises**;

Acute Encephalitis
Acute Poliomyelitis
Anthrax
Chicken Pox
Diphtheria
Dysentery
Legionellosis
Legionnaires' Disease
Malaria
Measles
Meningococcal Infection
Mumps
Opthalmia Neonatorum
Paratyphoid fever
Bubonic, Septicemic & Pneumonic Plague
Rabies
Rubella
Tetanus
Tuberculosis
Typhoid Fever
Whooping Cough
Yellow Fever

2 the closing of the whole or part of the **premises** as a result of murder or suicide at the **premises** by order of a public authority

3 the closing of the whole or part of the **premises** by order of the public authority as a result of injury or illness sustained by any person arising from or traceable to foreign or injurious matter in food or drink provided at the **premises**

4 the discovery of **vermin** in the building(s) that prevents the use of or part use of the building(s) by order of a public authority

We will not cover any costs incurred in the cleaning, repair, replacement, recall or checking of the property insured.

Notwithstanding any other provision within this cover, **we** will not cover any disease or **incident** that the World Health Organization declares as a public health emergency of international concern or notes as a pandemic.

The **maximum indemnity period** for any one **period of insurance** under this cover shall not exceed 12 weeks commencing from the date of

i the compulsory closing of the whole or part of the **premises** (in relation to clause 1 of this cover)

ii the discovery of murder or suicide (in relation to clause 2 of this cover)

iii the occurrence of injury or illness (in relation to clause 3 of this cover) or, where there is a series of related injuries or illness, the first occurrence of injury or illness in that series

iv the order of the public authority (in relation to clause 4 of this cover).

Our liability will not exceed €25,000 in any one **period of insurance.**

For the purposes of the cover provided under this cover clause, any references to **damage** or **incident** within the meaning of the defined terms (including the notes thereto), the basis of claim settlement provisions, section or general exclusions and conditions shall be read as if they were references to the cover provided under clauses 1 to 4 above.

Patterns cover

We will cover **you** for any loss insured by this section resulting from interruption of or interference with the **Business** as a result of **damage** to patterns, jigs, models, templates, moulds, tools, dies, drawings or designs belonging to **you** or for which **you** are responsible whilst at the **premises** of any machine makers, engineers, founders or other metal workers (excluding any **premises** occupied by **you**) within the **policy territories**.

Our liability for any one claim will not exceed €25,000.

Transit cover

We will cover **you** for any loss insured by this section resulting from interruption of or interference with the **Business** as a result of **damage** to property belonging to **you** whilst in transit by road, rail or inland waterway within the **policy territories**.

Our liability for any one claim will not exceed €25,000.

Section conditions

These conditions of cover apply only to this section. **You** must comply with the following conditions to have the full protection of **your policy**. Conditions may specify circumstances whereby non-compliance will mean that **you** will not receive payment for a claim. However **you** will be covered and **we** will pay **your** claim if **you** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

If **you** are unsure about any of these conditions or whether **you** need to notify **us** about any matter, please contact **us**.

Arbitration condition

If **we** agree to pay **your** claim and **you** disagree with the amount to be paid, the amount of the difference will be referred to an arbitrator who is jointly appointed in accordance with the statutory requirements. **You** will not be able to take legal action against **us** over this disagreement until the arbitrators have made their award.

Book debts condition

We will cover **you** for **Business interruption** caused by or arising directly or indirectly from **damage** to **your** accounting records, other **Business** books or records at the **premises**.

Provided that

1 at the end of each month **you** record the total amount of **book debts**

2 **you** keep a copy of such record at a place other than at the **premises**.

If **you** do not comply with this condition **you** will not be covered and **we** will not pay **your** claim.

Cessation or discontinuation condition

We will not cover **you** if after the start of the **period of insurance** the **Business** is wound up or carried on by a liquidator or receiver or permanently discontinued.

Claims condition

In the event of a claim being made under this section **you** will at **your** own expense

1 a other than in respect of **book debts** provide **us** within 30 days after the end of the **indemnity period** or within such time as agreed by **us** with written details of **your** claim

b provide **us** with details of any other insurances covering the property used by **you** at the **premises** for the purpose of the **Business** or any part of it or any consequential loss

2 deliver to **us** any books of account and other **Business** books, vouchers, invoices, balance sheets and other documents, proofs and any other information required, by **us**, for the purpose of investigating or verifying the claim together with, if required, a statutory declaration of truth of the claim and any matters connected with it.

If **you** do not comply with this condition

1 **you** will not be covered and **we** will not pay **your** claim

2 **you** must repay **us** any amount **we** may have already paid.

Contribution condition

If the cover provided by this section is insured by any other **policy**, **we** will only cover **you** for **Business interruption** up to the limits of **our** rateable proportion.

Material damage proviso

The Insurance under this section is subject to the proviso that at the time of the happening of the **damage** there shall be in force an insurance covering **your** interest in the **property** at the **premises** against such **damage** and that payment shall have been made or liability admitted therefore under such insurance or that payment would have been made or liability would have been admitted but for the existence of an exclusion of the first part of any loss under such other insurance.

New business condition

For the purpose of any claim arising from an **incident** occurring before the completion of the first years trading of the **Business** at the **premises**, the following meanings apply and not as otherwise stated in this section.

1 Annual gross rentals

The proportional equivalent for a period of 12 months of the **gross rentals** earned during the period between the start date of the **Business** and the date of the **incident**.

2 Standard gross rentals

The proportional equivalent for a period equal to the **indemnity period** of the **gross rentals** earned during the period between the start of the **Business** and the date of the **incident**.

We will make adjustments as necessary for trends of the **Business** and for variations and other circumstances affecting the **Business**, either before or after the **incident**, or which would have affected the **Business** had the **incident** not occurred so that the adjusted figures represent as closely as possible, the results which would have been obtained during the **indemnity period** after the **incident**.

Payments on account condition

At **your** request, payments on account may be made to **you** monthly during the **indemnity period**.

Professional accountants condition

Any particulars or details contained in **your** books of account, other **Business** books or documents that are required by **us** for investigation or verifying any claim under the Claims condition for this section, may be produced by professional accountants if, at the time they are regularly acting for **you**. Their report will be prima facie evidence of the particulars and details to which the report relates to.

We will pay **you** the reasonable charges that **you** have to pay for professional accountants in producing the particulars or details or any other proofs, information or evidence that **we** may require under the Claims condition for this section and reporting these particulars or details are in accordance with **your** accounting records, other **Business** books or documents. Provided that the total amount payable under this condition and the amount otherwise payable under the section does not exceed the sum insured shown in **your** schedule.

Reinstatement of sum insured after loss condition

In the event of **Business interruption**, the sum insured by this section will be automatically reinstated from the date of the **damage** unless written notice is given to the contrary either by **us** or by **you**.

Provided that in the event of reinstatement **you** will

1 pay the necessary premiums that may be required for the reinstatement, from the date of reinstatement

2 complete any additional risk improvements which **we** may reasonably require.

Subrogation waiver condition

In the event of a claim under this section **we** agree to waive any rights, remedies or relief to which **we** might have become entitled by subrogation against

1 any company standing in relation of parent to subsidiary (or subsidiary to parent) to **you**

2 any company which is a subsidiary of a parent company of which **you** are a subsidiary

in each case as defined by current law at the time of the **damage**.

SECTION 6

Public Liability

Contents of this section

Meanings of defined terms_____52

Public/**Products** Liability - What is covered_____54

Public/**Products** Liability - What is not covered__57

Public/**Products** Liability Section Conditions____60

Your schedule will show if this section is covered.

Meanings of defined terms

These meanings apply within **your** Employers Liability and Public and **Products** Liability section(s). If a word or phrase has a defined meaning it will be highlighted in bold blue print and will have the same meaning wherever it is **us**ed in this section. The meaning of defined terms that apply throughout **your policy**, and not just this section, can be found on page 5 of **your policy**.

Asbestos

Asbestos in any form, asbestos fibres or particles or derivatives of asbestos or any material containing asbestos.

Bodily injury

Death, bodily injury, illness or disease.

Claim costs

Costs and expenses

1 of any claimant which **you** become legally liable to pay

2 incurred with **our** prior written consent, to investigate or defend a claim against **you** including solicitors fees at

- **a** any coroner's inquest or fatal accident inquiry
- **b** summary court proceedings.

Contractual liability

Legal liability assumed by **you** under the express or intended terms of any contract or agreement that restrict **your** right of recovery, or increase **your** liability at law beyond that applicable in the absence of those terms.

Employed person(s)

1 Anyone under a contract of service or apprenticeship with **you**

2 Anyone who is

- **a** employed by **you** or on **your** behalf on a labour only basis
- **b** self employed
- **c** hired to **you** or borrowed by **you** from another employer
- **d** a voluntary helper or taking part in a work experience or training scheme

Event

Claim or series of claims against **you** as a result of or attributable to a single source or the same original, repeated or continuing cause.

Hot work

Any work that requires, uses or produces open flames or any other sources of heat or sparks that could ignite flammable or combustible materials.

Nuisance or trespass

Nuisance, trespass to land or trespass to goods, or interference with any easement.

Offshore

On or working from, or travelling by sea or air, to, from or between an offshore rig, platform or similar offshore installation.

Personal injury

Personal injury or infringement of a person's legal right other than

1 **bodil y injury**

2 a right arising from title to, or an interest in property.

Pollutants

Any solid liquid or gaseous pollutant contaminant or irritant substance or any biological agent that is a danger to human health.

Principal

Employer who has engaged **you** to act on their behalf, under a contract for the performance of work by **you**, in connection with the **Business**.

Material Damage

Loss of or **damage** to property that **you** do not own or possess and is not in **your** custody or under **your** control.

Products

Products that **you** have sold, supplied, provided or delivered including

1 containers, packaging, labelling, instructions or advice in connection with products

2 services that have been completed as part of a contract for the sale or supply of products

in the course of the **Business**.

Safety legislation costs

Costs and expenses of legal representation in connection with an alleged breach of statutory duty under Health and Safety, Consumer Protection or Food Safety legislation, enacted within the **policy territories**.

Services

Work process or other operation that **you** undertake or is undertaken on **your** behalf including any goods or materials used in connection with the work process or other operation in the course of the **Business**.

Sudden incident

Sudden, identifiable, unintended and unexpected **incident** that does not originate from a gradual, continuous or repetitive cause.

Public and Products Liability

Basis of Rating

Premium Adjustment

The premium under this section of the Policy is calculated on the basis of estimates for wages salaries and turnover and adjustible at the end of the Policy period, **you** must:

1 Maintain an accurate record of such wages, salaries and turnover and make available for inspection at **Our** request

2 Following the expiry of each **Period of Insurance you** must supply to **us** a correct statement of declared wages, salaries and turnover, or where required by **us**, **you** must supply to **us** an auditors certificate so that

We may calculate the actual premium due for each applicable section of cover in force.

If the amount of such wages salaries and turnover differs from the estimate on which the premium has been calculated the difference in Premium will be paid by **you** or paid to **you**.

✓ What is covered

We will cover the amount of damages which **you** are legally liable to pay in respect of

1 **bodily injury**
2 **personal injury**
3 **material damage**
4 **nuisance or trespass**

occurring during the **period of insurance** in connection with the **Business**.

If legal liability to pay damages in respect of **Material Damage** or **nuisance or trespass** arises from a release or escape of **pollutants** into the atmosphere or onto land, water, **building**(s) or any structure, the cover will only apply to a **sudden incident** which happens at a specific time and place during the **period of insurance** within the **policy territories** and all **Material Damage** or **nuisance or trespass** will be considered as having occurred at the time of the **sudden incident**.

Additional business activities cover

The cover under this section includes the following activities of the **Business**

1 providing and managing amenities for the benefit and welfare of **employed person(s)**
2 owning, repairing, maintaining and decorating **your premises**
3 providing and managing facilities primarily used for fire prevention, safety or security at **your premises**
4 maintaining and repairing vehicles and machinery owned or used by **you**
5 private work **you** allow **employed person(s)** to do for **your** directors, partners or officers, as long as this work is done with **your** prior permission
6 the sale or disposal of **Business** assets.

Additional Persons Insured

In the **event** of the death of any person entitled to indemnity under this Section **We** will indemnify in the terms of this **Policy** the deceased's legal personal representatives but only in respect of liability incurred by such deceased person.

At **Your** request **We** will indemnify in the terms of this Section

1 a 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.

b any director of **your**s or Employee in respect of liability arising in connection with the **Business** provided that **you** would have been entitled to indemnity under the Section if the claim had been made against **you**.

1 a 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

b any director or senior official of **yours** in respect of private work undertaken by an Employee for such director or senior official provided that

Each person shall as though they were **you** observe fulfil and be subject to the terms of this **Policy** insofar as they can apply.

We shall retain the sole conduct and control of all claims.

Where **we** are required to indemnify more than one party the total amount of indemnity payable to all parties in respect of damages shall not exceed the Public and **Products** Liability limit of indemnity.

Costs and Expenses

We will in addition pay

1 other costs and expenses incurred with **Our** prior written consent in respect of any claim which may be the subject of indemnity under this Sub Section.

2 solicitors fees incurred with **Our** written consent for

a 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.

b representation at a Coroners Court or Fatal Accident Inquiry in respect of any death which may be the subject of indemnity under this Sub Section.

3 legal costs and expenses incurred by **You** and at the request of **You** any director or Employee with **Our** written consent and costs awarded against **You** or 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 at Work Act 2005 or similar **safety legislation** of the Republic of Ireland provided that

a the proceedings relate to the safety health or welfare of persons other than Employees.

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

i fines or penalties

ii costs and expenses incurred by any other **Policy**.

4 Indemnify **You** in respect of legal costs and expenses incurred with **Our** prior written consent in the defence of any criminal proceedings brought or in an appeal against conviction arising such proceedings in respect of a breach of the Consumer Information Act 1978 provided that

a the proceedings relate to an offence alleged to have been committed in the course of the **Business** during the **Period of insurance**.

Compensation for court attendance

In the **event** of any of the under mentioned persons attending court as a witness at **Our** request in connection with a claim in respect of which **You** are entitled to indemnity under this section **We** shall provide compensation to **You** at the following rates per day

- any director or partner of **Yours** - €100

- any Employee - €50

Contingent motor liabilities cover

We will cover the amount of damages which **you** are legally liable to pay and **claim costs** in respect of accidental

1 **bodily injury**

2 property **damage**

occurring during the **period of insurance** and arising out of

a the use by an **employed person** of their own motor vehicle within the European Union in connection with the **Business**

b the movement of any motor vehicle, not owned by, or provided by **you**, or an **employed person** that is preventing access to, or causing an obstruction within **your premises** or any site at which **you** are working

and the Road Traffic Act exclusion in this section will not apply to that liability.

We will not pay

1 for loss of or **damage** to any motor vehicle referred to in a or b above

2 unless the motor vehicle is being driven with **your** permission and **you** have taken reasonable steps to ensure that the person driving holds a valid licence to drive the motor vehicle where cover is provided by another insurance **policy**.

Cross liabilities cover

Any person, firm, company or organisation covered by this section, is entitled to the cover as if a separate **policy** had been issued to each and where **you** are a membership organisation, the cover will apply to each member as if a separate **policy** had been issued to each member. However the amount payable by **us** in total, on behalf of all entitled to cover, shall not in any circumstances exceed the limit of indemnity shown in **your** schedule.

Overseas personal liability

We will indemnify **you** and if **you** so request any director of **yours** any employee or spouse of **yours** against legal liability incurred in a personal capacity whilst temporarily outside the Republic of Ireland in connection with the **Business**

We will not indemnify **you** where liability arises from

a any agreement unless liability would have existed otherwise.

b ownership or occupation of land or buildings.

c the carrying on of any trade or profession.
or

a where indemnity is provided by another insurance **policy**.

Height Limit cover

We will indemnify **You** for work carried out up to a maximum height of 15 metres from ground level or floor level in respect of work within a building or structure on which the plant equipment or implement providing the means of access to the work is placed. Work in excess of the height shown above will not be covered under the policy.

Depth Limit cover

We will indemnify **You** for work carried out up to a maximum depth of 3 metres below ground or pavement level. Work in excess of this depth will not be covered under the policy.

Property in your care cover

The cover provided by this section will apply to the following property whether or not it is in **your** possession or custody or under **your** control at time of the occurrence of loss or **damage**.

1 **premises** which are leased, let, rented, hired or lent to **you**

2 **premises**, including **contents**, which are not owned or rented by **you**, where **you** are temporarily carrying out work in connection with the **Business**

3 the vehicles or personal effects of **employed person(s)** or visitors while on **your premises**.

We will not provide cover for

1 any **contractual liability**

2 loss of or **damage** to property for which **you** have an agreement to arrange insurance on behalf of the owner, or as if **you** were the owner, under a tenancy, rental or hire agreement.

Wrongful Accusation

We will cover **you** for claims caused by or arising from defamation resulting from wrongful accusation of shoplifting occurring within the **Policy Territories** during the **Period of insurance** and happening in connection with the **Business** The most **we** will pay for any once **incident** is €50,000 and €500,000 in the aggregate in any one **period of insurance** and inclusive of all costs and expenses.

Limit of indemnity

1 The public liability limit of indemnity shown in **your** schedule is the maximum amount **we** will pay for all damages arising from one **event**.

2 The public liability limit of indemnity is also the maximum amount **we** will pay for all damages as a result of all occurrences during any one **period of insurance** caused by or originating from release or escape of **pollutants**.

3 The products liability limit of indemnity shown in **your** schedule is the maximum amount **we** will pay for all damages as a result of all occurrences during any one **period of insurance** caused by or originating from products.

4 If **we** cover more than one person, firm, company or organisation, the amount payable by **us** in total, on behalf of all entitled to cover, shall not in any circumstances exceed the limit of indemnity shown in **your** schedule.

5 **We** will pay **claim costs** in addition to the limit of indemnity applicable to the claim or claims, except if an action for damages is started or brought in the United States of America or Canada.

6 If an action for damages is started or brought in the United States of America or Canada, **we** will not pay more than the limit of indemnity shown in **your** schedule, for the total of all damages and **claim costs** arising from the action.

7 In respect of any claim or claims, **we** may at any time pay the limit of indemnity applicable, after deducting any amounts already paid, or any lesser amount for which a settlement can be made. **We** will not then be liable to make any further payment in respect of the claim or claims. If **we** have agreed to pay **claim costs** in addition to the limit of indemnity, **we** will pay the costs incurred before the date of the claim payment.

x What is not covered

Aircraft and watercraft exclusion

We will not cover claims caused by or arising from **you** owning, possessing or using any

1 type of aircraft or spacecraft

2 watercraft or hovercraft exceeding 8 metres in length that is ordinarily capable of movement by mechanical power and which is under **your** control.

Airside exclusion

We will not cover claims caused by or arising from any **services** in, or on

1 aircraft

2 airport or airfield runways, maneuvering areas or aprons, or any other parts of airports or airfields to which aircraft ordinarily have access.

Asbestos exclusion

We will not cover claims caused by or arising from

1 inhalation or ingestion of **asbestos**

2 exposure to or fear of the consequences of exposure to **asbestos**

3 the presence of **asbestos** in any property or on land

4 investigating, managing, removing, controlling or remediation of **asbestos**.

Aviation and hovercraft products exclusion

We will not cover claims caused by or arising from any products which to **your** knowledge, are for use in or on any aircraft, hovercraft or device intended to travel through air or space.

Contractual liability exclusion

We shall not be liable for any claim in respect of

liability assumed by **You** under agreement which would not have attached in the absence of such agreement unless the conduct and control of claims is vested in **Us** but indemnity shall not in any **event** apply to

1 liquidated damages, penalties, fines, aggravated, restitutionary punitive, vindictive or exemplary damages.

any contract for or including the performance of work outside the Territorial Limits.

2 any tenancy agreement.

Damage to products and services exclusion

We will not cover claims for loss of or **damage** to property forming part of a contract for the sale or supply of products or **services**, caused by or arising from a defect in or the unsuitability of those products or services.

Defamation and discrimination exclusion

We will not cover claims caused by or arising from

1 libel or slander

2 false statement

3 discrimination of any kind.

Deliberate act exclusion

We will not cover claims

1 caused by or arising from any deliberate act, error or omission

- **a** where the results are intended or expected, or are reasonably foreseeable by **you**
- **b** by anyone other than **you**, so far as cover is requested for their own liability

Efficacy exclusion

We shall not be liable for any claim in respect of any liability arising from the failure of **Your** products to fulfil their intended function or to remedy, rectify or repair any work which is or alleged to have been defective.

Employee injury exclusion

We will not cover claims for **bodily injury** sustained by any **employed person(s)** arising out of and in the course of their employment with **you**.

Employment dispute exclusion

We will not cover claims caused by or arising from a dispute with, or proceedings brought by, any person for

1 their existing, past or prospective contract of employment with **you**

2 a breach of employment related legislation.

Foreign manual services exclusion

We will not cover claims caused by or arising from **services** involving any manual work, process or other operation, undertaken by **you** or on **your** behalf outside the **policy territories**, except where undertaken within the European Union, by persons normally resident in the Republic of Ireland.

Intellectual property exclusion

We will not cover claims caused by or arising from passing off or infringement of trade name, registered design, unregistered design, copyright or patent right.

North America exclusion

We will not cover claims caused by or arising from

1 any products, which to **your** knowledge, are for export, either directly or indirectly to the United States of America or Canada

2 **services** in the United States of America or Canada

3 pollution or contamination of the atmosphere, land or water or any building(s) or structure, or any environmental **damage** or impairment in the United States of America or Canada.

Offshore exclusion

We will not cover claims caused by or arising from any **services, offshore**.

Overseas establishment exclusion

We will not cover claims caused by or arising from any associated or subsidiary company of **yours**, or any of **your** branch offices, or any representative of **yours** with power of attorney, registered, having **premises** or resident outside the **policy territories**.

Pollution and contamination exclusion

We will not cover claims in respect of Pollution or Contamination other than caused by a sudden identifiable unintended and unexpected **incident** which takes place in its entirety at a specific time and place during the **Period of insurance**.

All Pollution and Contamination which arises out of one **incident** will be deemed to have occurred at the time such **incident** takes place.

Our liability for all compensation payable in respect of all Pollution or Contamination which is deemed to have occurred during any one **period of insurance** shall not exceed in the aggregate the limit of indemnity stated in the schedule.

Punitive damages exclusion

We will not cover claims to pay any award of punitive, exemplary or aggravated damages or additional damages resulting from the multiplication of compensatory damages, by a court of law outside the **policy territories**.

Recall exclusion

We will not cover claims to pay any costs or expenses caused by or arising from any decision or requirement to recall or withdraw products from sale or use.

Rectification of defects exclusion

We will not cover claims to rectify, remedy, repair, replace, re-apply, modify, investigate, access or remove defective or unsuitable products or **services**, or to make any refund

Road Traffic Act exclusion

We will not cover claims caused by or arising from the ownership, possession or use by **you** or on **your** behalf of any motor vehicle, trailer or mobile plant in circumstances where compulsory insurance or security is required by Road Traffic Legislation or where cover is provided (or would be provided but for breach of the terms of cover) by another insurance.

Design and advice and treatment exclusion

We will not cover any claims caused by or arising from any breach of professional duty in relation to

1 advice, instruction, consultancy, design, formula, specification, inspection, survey, valuation, certification or testing undertaken or given for a fee

2 physical, mental or cosmetic treatment of any person (other than first aid treatment).

Hazardous Locations Exclusion

We will not cover work undertaken on in or adjacent to:

a Airports or Aircraft

b Railways or tramways

c **Premises** used in oil, gas or chemical production industries

d Off-shore, underground or underwater installations

e Underground mines or quarries

f Jetties, piers, dry docks, docks, harbours, quays, wharfs, dams

g Power stations, nuclear installations or establishments

h Data Centres or computer rooms

i Wind or solar farms

j Bridges and viaducts

k Steeples and towers

Hazardous Work Exclusion

We will not pay for any injury loss or damage arising out of:

a demolition work (unless **You** are doing this as part of an overall contract for rebuilding or alteration work)

b piling or underpinning

c work in or under water

d work using explosives

e praying of crops

f work on sewerage mains

g work on motorways

h work from height involving the use of ropes, cradles, or harnesses to suspend from a building or structure (harnesses used as additional safety protection when working from platforms or scaffolding are acceptable)

i roofing work in isolation (unless **You** are doing this as part of an overall contract for building, rebuilding or alteration work)

j incidental scaffolding work (unless included as part of an overall contract for building, rebuilding or alteration work)

Damage to works exclusion

We will not cover claims for loss of or damage to

1 works

2 any work, process or other operation that

i has been completed by **you** or on **your**

ii behalf, or for which responsibility has been

iii handed over, caused by or arising from a

iv defect in or the unsuitability of, any part

Contract Works Exclusion

Indemnity is excluded in respect of loss or damage to Contract Works under this section of the Policy

Pyrite and mica Exclusion

Indemnity is excluded in respect of loss or damage arising directly or indirectly out of or resulting from pyrite/mica and or pyrite/mica contamination or other contamination of infill material whether or not there is another cause which may have contributed concurrently or in any other sequence

Products Exclusion

Indemnity is excluded in respect loss or damage to and/or the costs of repair reconditioning removal replacement or recall of any Products or part there of which is part of any contract for installation of Works

Third Party Property Damage Excess Exclusion

You are responsible for the first €500 each and every claim in respect of injury, loss or damage to any third party or their property.

Section conditions

These conditions of cover apply only to this section. **You** must comply with the following conditions to have the full protection of **your policy**. Conditions may specify circumstances whereby non-compliance will mean that **you** will not receive payment for a claim. However **you** will be covered and **we** will pay **your** claim if **you** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

If **you** are unsure about any of these conditions or whether **you** need to notify **us** about any matter, please contact **us**.

Hot work precautions condition

The following precautions must be complied with each time that **hot work** is undertaken away from **your premises**

1 the area where the work is to be completed must be cleared of all combustibles

2 comb**us**tible floors and other combustible property which cannot be moved, must be protected by non combustible material and where welding, cutting or grinding equipment is being used, this must extend to at least 6 metres from or beneath the work area

3 where there is a danger of ignition either directly, or by conduction of heat, through any partitions or walls, the area on the other side must be inspected and combustible material removed

4 at least one fire extinguisher, of a type suitable for the use required, must be kept adjacent to the work or task and ready for immediate use

5 no heat producing equipment must be left out of view of its operator or firewatcher whilst lighted or powered or whilst hot

6 a thorough safety check for signs of fire or combustion around, above or below the work area must be made at regular intervals, for at least 30 minutes after each period of work is completed.

Legionella precautions condition

If **you** own or are responsible for water systems, water installations or cooling systems, a written risk assessment must be undertaken and controls put in place to prevent the growth of biological agents that may cause disease or illness.

If **you** do not comply with this condition **you** will not be covered and **we** will not pay **your** claim.

Sub-contractors (services) condition

If **you** appoint any sub-contractor (other than an employed person) to carry out services at the **premises** or site of a customer, **you** must take reasonable steps to obtain confirmation from the sub-contractor, prior to starting work, that they have Public Liability insurance in force throughout the period of their involvement.

If **you** do not comply with this condition **you** will not be covered and **we** will not pay **your** claim.

Underground Servces Condition

Prior to undertaking any digging or excavation work **You** shall take all reasonable steps to ascertain the position of all pipes cables and other underground services including the use of Ground Pentrating Radar (GPR), reviewing inspection of plans of all services and in particular plans held by any local or public utility authority or company

Bona Fide Subcontractors Condition

All Bona fide Sub-Contractors engaged to perform work on **Your** behalf must be vetted by **You** in advance of undertaking any work on **Your** behalf, **You** must ensure that each contractor holds valid insurance ensuring that:

a Cover is provided for the contract

b Such insurances are operative for the duration of the contract

c The limits of indemnity provided are not less than those provided by this Policy

d Such insurances provide an indemnity to **You** as principal against all liability arising from negligence of the Sub-contractor

We will provide indemnity in connection with any claim arising directly or indirectly out of or in connection with work undertaken by any bona fide sub-contractor engaged by the insured provided that the Insured has complied with this condition.

For the purpose of this condition ‘Bona fide Sub-Contractor’ shall mean any company, firm or individual who enters into a contract with **You** for the provision of services or the supply of goods or materials in conjunction with labour but does not include any firm or individual entering into a contract of service with **You** for supply of labour only.

Safe Pass condition

Employees and any other operative for whom **You** are responsible must have and be able to show proof of holding a valid Safe Pass Registration Card or equivalent recognised certification before allowing entry to work on any construction site.

Project Supervisor Construction Stage condition

You must comply with the Safety Health & Welfare At Work Act 2005, the Safety Health & Welfare At Work (General Application) Regulations 2007, and Safety Health & Welfare (Construction) Regulations 2013

We reserve the right to ask **You** to satisfy **Us** as to **Your** competence to act as Project Supervisor Construction Stage at any time during the currency of the Policy

If **You** fail to comply with Our request to provide information relevant to such enquiry or if the information provided is not of sufficient detail or quality to satisfy **Us** as to **Your** competency **We** will have the right to cancel this cover by sending fourteen days notice by registered letter to **Your** last known address

SECTION 7

Personal Accident

Contents of this section

What is covered 62

What is not covered 63

Definitions

Where **we** explain what a word means that word will appear in bold print and will have the same meaning wherever it is used in this section. These definitions are in addition to the general definitions that have already been described elsewhere in the **policy** booklet.

Bodily injury

A physical **injury** caused by an identifiable accident which within 12 months of the accident results in death disability or loss described under 'What is covered'.

Insured person

Each of **your** principals partners or directors under 75 years of age

Loss of limb

Total loss by physical separation or permanent loss of use at or above the wrist or ankle.

Loss of sight

Total and irrecoverable **loss of sight** in one or both eyes.

Permanent total disability

Disability which having lasted for a continuous period of 2 years prevents the **insured person** from doing any work and that in the opinion of an independent medical referee will not improve.

Temporary total disability

Disability which temporarily prevents the **insured person** from pursuing their normal occupation.

✓ What is covered

We will pay the benefits set out in **your policy** schedule to the **insured person** (or their legal representatives) if during the **period of insurance** they suffer **bodily injury**

Benefit A

- **Death**
- **Loss of sight**
- **Loss of limb**
- **Permanent total disability**

We will not pay benefits for more than one of the benefits shown.

Benefit A will only be payable if **bodily injury** arises out of the **insured person**'s occupation in the course of **the business**.

Benefit B

Temporary total disability

Benefit will be paid for a maximum of 104 weeks from the date of disability excluding the first 14 days of disability.

Payments under Benefit B will stop as soon as Benefit A becomes payable or the **insured person** is able to work (whether full-time or part-time).

Any payment made for Benefit B will be deducted from the payment made for Benefit A.

✗ What is not covered

We will not pay for:

1. Self inflicted injury

self inflicted **bodily injury** deliberately caused by the **insured person** except in an attempt to save someones life.

2. Pre-existing injury

bodily injury arising from or contributed to by any physical or mental condition which the **insured person** is or has been suffering from at any time during the two years before:

a) the start of this section or

b) commencement of cover for such **insured person**

3. Illness/gradual causes

bodily injury due to sickness or disease or any gradually developing bodily deterioration.

4. Alcohol/drugs

bodily injury arising from or contributed to by the use of alcohol or drugs (other than drugs taken under medical supervision and not for treating drug addiction)

5. Hazardous pursuits

bodily injury caused by engaging in or practising for:

a) aeronautics or aviation other than as a fare paying passenger of a properly licensed passenger aircraft

b) motor or horse racing rugby soccer gaelic football hurling camogie motor cycling or pillion riding or underwater activities involving the use of breathing apparatus

c) mountaineering rock climbing or potholing

d) any sport undertaken on a professional or semi-professional basis

e) operational duties as a member of the Armed Forces

f) skiing and bungee jumping

6. Chemical weapons

bodily injury arising directly or indirectly from chemical weapons

7. Criminal act

bodily injury arising directly or indirectly from a criminal act

Suicide and insanity

We will not cover claims in any way caused or contributed to, by the **insured person**'s suicide, attempted suicide or intentional **self-injury**, or the **insured person** being in a state of insanity.

Section Conditions

Change in circumstances condition
You must tell **us** as soon as **you** become aware of any **injury**, illness, disability or other condition where the **insured person** has become affected.

Conditions relating to benefit payments:

1 The maximum amount **we** will pay under Benefit B will not be more than 75% of the average weekly income of the **insured person** (excluding overtime commission and bonuses) over the 12 months prior to the benefit becoming payable

2 **We** will not presume accidental death if the **insured person** disappears

3 If an **event** happens which may lead to a claim under this section the **insured person** must go to a qualified medical practitioner as soon as possible

4 The **insured person** must give **us** reports certificates and information **we** ask for in support of a claim. The **insured person** must have a medical examination at **our** expense if **we** ask

5 **We** do not have to accept or be affected by any trust charge or assignment relating to this insurance.

6 If the **insured person** dies **we** will be entitled to have a post-mortem examination at **our** expense.

SECTION 8

Employers Liabilities

Contents of this section

Meanings of defined terms 65
Employers Liability - What is covered 67
Employers Liability - What is not covered 68
Employers Liability Section conditions 69

Your schedule will show if this section is covered.

Meanings of defined terms

These meanings apply within **your** Employers Liability and Public and **Products** Liability section(s). If a word or phrase has a defined meaning it will be highlighted in bold blue print and will have the same meaning wherever it is used in this section. The meaning of defined terms that apply throughout **your policy**, and not just this section, can be found on page 5 of **your policy**.

Asbestos

Asbestos in any form, asbestos fibres or particles or derivatives of asbestos or any material containing asbestos.

Bodily injury

Death, bodily injury, illness or disease.

Claim costs

Costs and expenses

1 of any claimant which **you** become legally liable to pay

2 incurred with **our** prior written consent, to investigate or defend a claim against **you** including solicitors fees at

- **a** any coroner's inquest or fatal accident inquiry
- **b** summary court proceedings.

Contractual liability

Legal liability assumed by **you** under the express or intended terms of any contract or agreement that restrict **your** right of recovery, or increase **your** liability at law beyond that applicable in the absence of those terms.

Employed person(s)

1 Anyone under a contract of service or apprenticeship with **you**

2 Anyone who is

- **a** employed by **you** or on **your** behalf on a labour only basis
- **b** self employed
- **c** hired to **you** or borrowed by **you** from another employer
- **d** a voluntary helper or taking part in a work experience or training scheme

Event

Claim or series of claims against **you** as a result of or attributable to a single source or the same original, repeated or continuing cause.

Hot work

Any work that requires, uses or produces open flames or any other sources of heat or sparks that could ignite flammable or combustible materials.

Nuisance or trespass

Nuisance, trespass to land or trespass to goods, or interference with any easement.

Offshore

On or working from, or travelling by sea or air, to, from or between an offshore rig, platform or similar offshore installation.

Personal injury

Personal injury or infringement of a person's legal right other than

1 **bodily injury**

2 a right arising from title to, or an interest in property.

Pollutants

Any solid liquid or gaseous pollutant contaminant or irritant substance or any biological agent that is a danger to human health.

Principal

Employer who has engaged **you** to act on their behalf, under a contract for the performance of work by **you**, in connection with the **Business**.

Material Damage

Loss of or **damage** to property that **you** do not own or possess and is not in **your** custody or under **your** control.

Products

Products that **you** have sold, supplied, provided or delivered including

1 containers, packaging, labelling, instructions or advice in connection with products

2 services that have been completed as part of a contract for the sale or supply of products

in the course of the **Business**.

Safety legislation costs

Costs and expenses of legal representation in connection with an alleged breach of statutory duty under Health and Safety, Consumer Protection or Food Safety legislation, enacted within the **policy territories**.

Services

Work process or other operation that **you** undertake or is undertaken on **your** behalf including any goods or materials used in connection with the work process or other operation in the course of the **Business**.

Sudden incident

Sudden, identifiable, unintended and unexpected **incident** that does not originate from a gradual, continuous or repetitive cause.

Employers Liability

Basis of Rating

Premium Adjustment

The premium under this section of the **Policy** is calculated on the basis of estimates for wages salaries and turnover and adjustible at the end of the **Policy** period, **you** must:

1 Maintain an accurate record of such wages, salaries and turnover and make available for inspection at **Our** request

2 Following the expiry of each **Period of Insurance You** must supply to **Us** a correct statement of declared wages, salaries and turnover, or where required by **Us**, **You** must supply to **Us** an auditors certificate so that **We** may calculate the actual premium due for each applicable section of cover in force.

If the amount of such wages salaries and turnover differs from the estimate on which the premium has been calculated the difference in **Premium** will be paid by **You** or paid to **You**.

✓ What is covered

We will cover the amount of damages which **you** are legally liable to pay in respect of **bodily injury** to any **employed person** resident in the **Republic of Ireland**, caused during the **period of insurance** and arising out of and in the course of their employment by **you** in connection with the **Business**.

Additional business activities cover

The cover under this section includes the following activities of the **Business**

1 providing and managing amenities for the benefit and welfare of **employed person(s)**

2 owning, repairing, maintaining and decorating **your** own property or **premises you** use

3 providing and managing facilities primarily used for fire prevention, safety or security at **your premises**

4 maintaining and repairing vehicles and machinery owned or used by **you**

5 private work **you** allow **employed person(s)** to do for **your** directors, partners or officers, as long as this work is done with **your** prior permission

6 the sale or disposal of **Business** assets.

Costs and Expenses

We will in addition pay

1 costs and expenses of claimants for which **You** are legally liable.

2 other costs and expenses incurred with **Our** written consent in respect of any claim which may be the subject of indemnity under this Section.

3 solicitors fees incurred with **Our** prior written consent for

- **a** 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.
- **b** representation at a Coroners Court or Fatal Accident Inquiry in respect of any death which may be the subject of indemnity under this Sub Section.

4 legal costs and expenses incurred by **You** and at **Your** request any director or Employee with **Our** written consent and costs awarded against **You** or 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 at Work Act 2005 or similar **safety legislation** of the Republic of Ireland provided that

- **a** the proceedings relate to the safety health or welfare of Employees.
- **b** **We** will not indemnify **You** in respect of
  - **i** fines or penalties.
  - **ii** costs and expenses incurred by any other **Policy**.

Compensation for court attendance

In the **event** of any of the under mentioned persons attending court as a witness at **Our** request in connection with a claim in respect of which **You** are entitled to indemnity under this section **We** shall provide compensation to **You** at the following rates per day

- any director or partner of **Yours** - €100
- any Employee - €50

Unsatisfied court judgements cover

We will at **your** request, pay an employed person the amount awarded to that person by a court of law for **bodily injury** against any company, partnership or individual conducting a **Business** within the **policy territories**, if such award remains unpaid six months after the date of the judgement.

We will only provide cover if

1 there is no outstanding appeal

2 the **bodily injury** was sustained during the **period of insurance** by the **employed person** while working in connection with the **Business**

3 the judgment was obtained in a court within the **policy territories**

4 the **employed person** or their personal representative assigns the amount awarded under the judgement to **us**.

Height Limit cover

We will indemnify **You** for work carried out up to a maximum height of 15 metres from ground level or floor level in respect of work within a building or structure on which the plant equipment or implement providing the means of access to the work is placed. Work in excess of the height shown above will not be covered under the policy.

Depth Limit cover

We will indemnify **You** for work carried out up to a maximum depth of 3 metres below ground or pavement level. Work in excess of this depth will not be covered under the policy.

Limit of indemnity

1 The employers liability limit of indemnity shown in **your** schedule is the maximum **we** will pay for the total of all damages and claims costs and will apply to any one claim or series of claims by one or more of the **employed person(s)** arising from one occurrence.

2 In respect of any claim or claims, **we** may at any time pay the limit of indemnity applicable, after deducting any amounts already paid, or any lesser amount for which a settlement can be made. **We** will not then be liable to make any further payment in respect of the claim or claims.

x What is not covered

Asbestos

We shall not be liable for any claim in respect of liability arising directly or indirectly out of or resulting from 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 which may have contributed concurrently or in any other sequence.

So far as concerns loss of or **damage** to property only that part of any such loss or **damage** which is directly or indirectly arising out of or resulting from the manufacture mining processing distributions testing remediation removal storage disposal sale use of or exposure to **asbestos** is excluded.

Contractual Liability

We shall not be liable for any claim in respect of liability assumed by **you** under agreement which would not have attached in the absence of such agreement unless the conduct and control of claims is vested in **us** but indemnity shall not in any **event** apply to

1 liquidated damages, penalties, fines, aggravated, restitutionary punitive, vindictive or exemplary damages.

2 any contract for or including the performance of work outside the **Policy Territories**.

3 any tenancy agreement.

Offshore exclusion

We will not cover claims for **bodily injury** to any **employed person** while **offshore**.

Road Traffic Act exclusion

We will not cover claims for **bodily injury** to an **employed person** in circumstances where it is necessary to arrange compulsory motor insurance or security, under any Road Traffic Legislation.

Deliberate act exclusion

We will not cover claims

1 caused by or arising from any deliberate act, error or omission

- **a** where the results are intended or expected, or are reasonably foreseeable by **you**
- **b** by anyone other than **you**, so far as cover is requested for their own liability

Hazardous Locations Exclusion

We will not cover work undertaken on in or adjacent to:

- **a** Airports or Aircraft
- **b** Railways or tramways
- **c** Refineries, Chemical Works, Petrol Tanks
- **d** Off-shore or underwater installations
- **e** Underground mines or quarries
- **f** Jetties, piers, dry docks, docks, harbours, quays, wharfs, dams,coffer-dams
- **g** Power stations, nuclear installations or establishments
- **h** Data Centres or computer rooms
- **i** Wind or solar farms
- **j** Bridges and viaducts
- **k** Steeples and towers

Hazardous Work Exclusion

We will not pay for any injury loss or damage arising out of:

- **a** demolition work (unless **You** are doing this as part of rebuilding or alteration work)
- **b** piling or underpinning
- **c** work in or under water
- **d** work using explosives
- **e** spraying of crops
- **f** work on sewerage mains
- **g** work on motorways
- **h** work from height involving the use of ropes, cradles, or harnesses to suspend from a building or structure (harnesses used as additional safety protection when working from platforms or scaffolding are acceptable)
- **i** roofing work in isolation (covered as part of an overall contract for building, rebuilding or alteration only)
- **j** incidental scaffolding work (unless included as part of an overall contract for building, rebuilding or alteration work)

Section conditions

These conditions of cover apply only to this section. **You** must comply with the following conditions to have the full protection of **your policy**. Conditions may specify circumstances whereby non-compliance will mean that **you** will not receive payment for a claim. However **you** will be covered and **we** will pay **your** claim if **you** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

If **you** are unsure about any of these conditions or whether **you** need to notify **us** about any matter, please contact **us**.

Right of recovery condition

The cover provided under this section is in line with any law relating to the compulsory insurance of liability to persons employed within the **policy territories**. **You** must repay to **us** all amounts **we** pay which **we** would not have been liable to pay but for the law.

Safe Pass condition

Employees and any other operative for whom **You** are responsible must have and be able to show proof of holding a valid Safe Pass Registration Card or equivalent recognised certification before allowing entry to work on any construction site.

SECTION 9

Contractors all risk section – annual contract

Contents of this section

Meanings of defined terms 71

What is covered 73

What is not covered 77

Section conditions 79

Your schedule will show if this section is covered.

Meanings of defined terms

These meanings apply within **your** Contractors all risks section. If a word or phrase has a defined meaning it will be highlighted in bold blue print and will have the same meaning wherever it is used in this section. The meaning of defined terms that apply throughout **your policy**, and not just this section, can be found in the General introduction section of **your policy**.

Communicable disease

Any disease which can be transmitted by means of any substance or agent from any organism to another organism where

1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
3. the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

Computer systems

Computer or other equipment or component or system or item which processes, stores, transmits or receives **data**.

Contract

Any contracts undertaken by **you** in the course of the **business**, which are not more specifically insured, anywhere within the **policy territories**.

Contract price

The actual contract price of any works for the **contract** or actual cost to **you** of a speculative development prior to the start of the **permanent or temporary works**.

Damage

Physical loss or destruction or **damage**.

Defined contingency

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

Employee

Any person under a contract of service or apprenticeship with **you.**

Employees' tools

Employees' tools and other personal effects for use in connection with the **contract** whilst on or adjacent to the **contract** site.

Flood

Damage caused by

1. the escape of water from the normal confines of any natural or artificial water course, lake, reservoir, canal, drain or dam
2. inundation from the sea
3. inundation by rainwater or rainwater- induced run off other than where the inundation is solely caused by or solely results from ingress of rainwater through or via the roof of the building

whether resulting from **storm** or not.

Hired in plant

Constructional plant, tools, scaffolding and equipment hired by **you** for use in connection with the **contract** whilst on or adjacent to the **contract** site.

Money

Current coin, bank and currency notes, postal and money orders, bankers' drafts, cheques and giro, cheques, crossed warrants, bills of exchange and securities for money, postage revenue, national insurance and holiday with pay stamps or cards, national savings certificates, war bonds, premium savings bonds and franking machine impressions, credit company sales vouchers, luncheon vouchers and trading stamps, gift tokens, travel vouchers, travel tickets, lottery tickets (for their nominal value only) and VAT invoices.

Own constructional plant and equipment

Constructional plant, tools, scaffolding and equipment belonging to **you**, hired to **you** under a hire purchase or lease agreement or on free loan for which **you** are responsible used in connection with the **contract** whilst on or adjacent to the **contract** site.

Permanent or temporary works

The permanent or temporary works carried out in performance of any **contract** which does not exceed the **contract price**, undertaken by **you** or on **your** behalf within the **policy territories**, including unfixed materials whilst on or adjacent to the **contract** site.

Storm

Storm excluding **damage** by **flood**.

Substantial completion

The date of completion of the **permanent or temporary works**, apart from the prospective purchasers, prospective occupiers or tenants choice of decoration and/or final fitments.

Temporary buildings

Site huts, temporary buildings and office furniture, fixtures and fittings in or on them, belonging to **you** for use in connection with the **contract** whilst on or adjacent to the **contract** site.

Time element loss

Business interruption, contingent business interruption or any other consequential losses.

✓ What is covered

We will cover **you** for **damage** occurring during the **period of insurance** to any of the items described in **your** schedule. **We** will pay **you** for the value of the property at the time of its **damage** or for the amount of the **damage**, or at **our** option reinstate or replace the property or any part of it in accordance with the following Basis of claims settlement.

Basis of claims settlement

1 For **permanent or temporary works, we** will pay up to the sum insured shown in **your** schedule plus any additional amount up to the amount shown in the Escalator cover.

2 For **own constructional plant and equipment, we** will pay up to the value of the item at the time of the **damage** with an adjustment for wear and tear, but no more than the sum insured shown in **your** schedule.

3 For **temporary buildings**, **we** will pay up to the value of the item at the time of the **damage** with an adjustment for wear and tear, but no more than the sum insured shown in **your** schedule.

4 For **hired in plant**, **we** will pay up to the sum insured shown in **your** schedule for any one item but only for **your** liability under any hire conditions.

5 For **employees' tools**, **we** will pay up to the sum insured shown in **your** schedule but no more than the limit shown in **your** schedule for any one **employee**.

6 For **other items**, **we** will pay up to the value of the item at the time of the **damage** with an adjustment for wear and tear, but no more than the sum insured shown in **your** schedule.

We will also pay the costs and expenses necessarily incurred by **you** as a result of **damage** to property insured with **our** written consent for

1 removing debris

2 dismantling and/or demolishing

3 shoring up, propping and fencing off

4 clearing and/or repairing drains and service mains on the **contract** site

5 architects, surveyors and consultants fees in connection with the reinstatement of the **permanent or temporary works** as a result of **damage**, but not for preparing any claim.

We will not cover costs and expenses arising from pollution or contamination of property not insured by this section.

Our liability will not exceed the sum insured shown in **your** schedule plus any additional amount shown in the Escalator cover.

Escalator cover

In the event of an increase in the original value of any **contract price**, the sum insured for the **permanent and temporary works** will automatically be altered to a maximum of 20% above the maximum contract limit shown in **your** schedule.

Expediting costs cover

We will cover **you** for the extra charges for overtime, night work, work on public holidays, express freight, air freight or other transport costs, necessarily incurred by **you** with **our** written consent, following reinstatement or replacement of any damaged property forming the basis of a claim under this section.

Free materials cover

Permanent or temporary works will include any materials supplied by or provided to **you** for inclusion in the **contract** for which **you** are responsible, provided that they are covered by this section. The value of these materials will not be included in determining the **contract price**.

Hired in plant cover

Where cover is provided for **hired in plant**, **we** will cover **you** for **your** legal liability under the terms of hiring conditions

1 to make good to the owner of the **hired in plant** any **damage,** covered by this section, to the **hired in plant** which is caused by its own breakdown or its own explosion

2 to pay to the owners of any **hired in plant** hire charges incurred as a result of and solely due to

   1 **damage** to the **hired in plant**

   2 breakdown of the **hired in plant** due to the negligence, misdirection or misuse by **you** or **your employees**

Provided that

1 the hire charges will be calculated at the appropriate idle time rate for the period while the **hired in plant** is necessarily idle due to **damage** or breakdown excluding the first 48 hours but not exceeding the amount shown in **your** schedule from that date of the **damage** or breakdown

2 this cover does not apply to **damage** by any wilful act or **your** wilful neglect

3 the Plant or machinery breakdown exclusion and the Penalties under contract exclusion do not apply to this cover.

For the purpose of this cover, idle time rate is defined as the 'difference between the time a machine should run versus when it is, Total Time – Active Time = Idle Time.'

Our liability will not exceed the amount per day shown in **your** schedule.

Immobilised plant cover

We will cover **you** for the necessary costs incurred in the recovery of the plant described in **your** schedule which may become immobilised or immovable whilst being used in connection with the **contract**.

Provided that the cause of immobilisation or immovability is the subject of a claim covered by this section.

Indemnity to principals cover

The interests of **your** employer/principal are covered under this section but solely to the extent required by the conditions of contract in force between **you** and **your** employer/principal.

Provided that the employer/principal observes, fulfils and is subject to the terms, exclusions and conditions of this **policy** as though they were **you**.

Off-site storage cover

The cover for

1 **permanent or temporary works** extends to cover materials and goods within the **policy territories** whilst not on the site of any **contract**, but intended for inclusion in any **contract** insured by this section where **you** are responsible under any standard printed contract conditions. Provided that the value of the materials and goods has been included in an interim certificate and the materials are stored and identified as being designated for incorporation in a specific **contract**.

   Our liability in any one **period of insurance** will not exceed the amounts shown in **your** schedule for non-ferrous metals and for any other materials.

2 **own constructional plant and equipment, temporary buildings** and **hired in plant**, includes that property whilst at **your premises** or in a securely locked compound or store within the **policy territories**.

Public authorities (including undamaged property) cover

The cover for **permanent works** also includes the additional cost of reinstatement that may be incurred solely due to the necessity to comply with the stipulations of building or other regulations under or framed in pursuance of any Act of Parliament or by-laws of any public authority referred to as the stipulations, for

   a **damage** to the property insured

   b undamaged portions of the property insured

but excluding

1 the cost incurred in complying with the stipulations

   a for **damage** occurring prior to the start date of this section cover

   b for **damage** not insured by this section

   c where notice has been served on **you** prior to the **damage** happening

   d where there is an existing requirement which has to be implemented within a given period

   e for property entirely undamaged by any covered event.

2 the additional cost that would have been required to make good the property lost, destroyed or damaged to a condition the same as when new, had the need to comply with the stipulations not arisen

3 the amount of any charge or assessment arising out of capital appreciation which may be payable for the property or by the owner to comply with the stipulations.

Special conditions applicable to Public authorities cover

1 Reinstatement work must be started and carried out without unreasonable delay and must be completed within 12 months of the date of the **damage** or any further time that **we** agree (during those 12 months)

2 The reinstatement work may be carried out on another site (if the stipulations require) subject to **our** liability under this cover not being increased

3 If **our** liability under this section is reduced by the application of any of the terms and conditions of the **policy**, then **our** liability will be reduced proportionately

4 The total amount recoverable under any item of this section for this cover will not exceed

- **a** for the lost, destroyed or damaged property
  - **i** 15% of its sum insured
  - **ii** where the sum insured by the item applies to property at more than one location, 15% of the total amount which **we** would have been liable for had the property insured by the item been totally destroyed at the damaged site
- **b** for undamaged portions of property (other than foundations), 15% of the total amount for which **we** would have been liable had the property insured by the item at the **contract** site suffered **damage**.

Our liability under any item of this section will not exceed its sum insured shown in **your** schedule.

Re-drawing plans or documents cover

We will cover **you** for the costs and expenses necessarily incurred in re-writing or re-drawing plans, drawings or other contract documents following **damage** to them.

Our liability for any one claim will not exceed €50,000.

Reinstatement of sum insured after loss cover

In the event of **damage** the sum insured by this section will be automatically reinstated from the date of the **damage** unless written notice is given to the contrary either by **us** or by **you**.

Provided that in the event of reinstatement **you** will

1 pay the necessary premiums that may be required for the reinstatement from the date of reinstatement

2 complete any additional risk improvements which **we** may reasonably require.

Seventy two hour cover

We will cover **you** for **damage** within 72 consecutive hours caused by **storm** or **flood** as one claim, provided that peril is covered by this section.

You can decide when the 72 hour period starts as covered by this section, provided that **damage** occurred during the **period of insurance**.

Show properties and contents cover

We will cover show houses and flats and the contents in them until sold provided that

1 cover will end no later than the number of days shown in **your** schedule from the date that the last building on the **contract** site reaches **substantial completion**

2 during the months of October, November, December, January, February and March all water systems will be drained or the heating system will be put into effective operation to maintain the internal temperature at a minimum of 4 degrees centigrade

3 whenever the show house and/or flats are left unattended, the following security measures must be put into full and effective operation

a **i** external timber doors must be secured with a mortice deadlock which has 5 or more levers and conforms BS 3621 or European Norm EN 1303 or a cylinder lock conforming to European Norm EN 1303 together with a matching metal box striking plate installed in accordance with the manufacturer's recommendations

iii external aluminium doors or UPVC doors must be secured with integral cylinder key operated mortice deadlocks conforming to EN 1303

b all opening windows must be secured with key operated window locks, installed in accordance with the manufacturer's recommendations

4 **our** liability for

a the contents of show houses or flats will not exceed the sum insured shown in **your** schedule

b the show houses or flats will not exceed the **contract price**.

For the purpose of this cover the term unattended will mean when sales personnel are not

1 showing prospective clients around the show house or flat

or

2 in an adjacent sales office.

Speculative development cover

It is agreed that

1 the property insured for **permanent or temporary works** includes property being built or erected by **you** other than under contract

2 for property being built or erected other than under contract, the insurance by this section will end from

a the date the property is sold or let

or

b 90 days after **substantial completion** whichever is the earlier.

Where the property comprises of several units within one block then **2 a** will apply to each individual unit, but cover for the whole block will not exceed 90 days from **substantial completion** even if parts of it are still unsold or not let.

The cover provided under **1** and **2** above will not exceed 12 months from the start date of the work.

Sub-contractors cover

If any **contract** awarded under a standard form of building contract is covered by this section and **damage** is caused to the **permanent or temporary works** by any of the specified perils defined in the contract, it is agreed that if required by the sub-contract **we** will not pursue any rights of subrogation against sub-contractors directly engaged by the main contractor.

Provided that the sub-contractor observes, fulfils and is subject to the terms, exclusions and conditions of this **policy** as though they were **you**.

Transit cover

We will cover **you** for **damage** to the property insured whilst in transit within the **policy territories** but **we** will not cover

1 transit by sea or air

2 any mechanically propelled vehicle moving under its own power

3 **employees' tools**.

x What is not covered

Aircraft or aerial devices exclusion

We will not cover **you** for any loss, **damage**, cost or expense caused by or occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds but **we** will cover subsequent **damage** which itself results from a cause covered by this section.

Cessation of cover exclusion

We will not cover **you** for any loss, damage, cost or expense to any part of the **permanent or temporary works**

1 after each part has been completed and delivered to the owner, tenant or occupier

2 after each part has been taken into use by the owner, tenant or occupier

3 if work on the **contract** site stops for a period in **excess** of 90 consecutive days, unless cover is agreed by **us** in writing

4 where a certificate of completion has been issued other than where **damage** occurring during the **period of insurance**

- **a** happens during the defects liability period specified in the contract and arising from a cause occurring prior to the start of the defects liability period
- **b** is for materials or other property insured on the **contract** site for the purpose of carrying out remedial works during the defects liability period specified in the contract, and for which **you** are responsible under the terms of the contract during the defects liability period
- **c** occurs within 14 days of the date the certificate of completion is issued and where **you** are required by the terms of the contract to provide cover.

Contract responsibilities exclusion

We will not cover **you** for any loss, damage, cost or expense which **you** are not responsible for under the conditions of contract.

Deeds, money and other articles exclusion

We will not cover **you** for any loss, **damage**, cost or expense to deeds, **money**, stamps, securities or documents of title, precious metals, precious stones or articles made from them.

Defective design material or workmanship exclusion

We will not cover **you** for any loss, **damage**, cost or expense to or the cost necessary to replace, repair or rectify

1 property insured which is in a defective condition due to a defect in design, plan, specification, materials or workmanship of the property or any part of it

2 property insured, lost or damaged to enable the replacement, repair or rectification of property insured excluded by **1** above.

These exclusions do not apply to other parts or items of the property insured which are free from defect but are damaged as a result of the defect.

The property insured will not be regarded as lost or damaged solely by virtue of the existence of any defect in design, plan, specification, materials or workmanship in the property or any part of it.

Deliberate loss or damage exclusion

We will not cover **you** for any loss, **damage**, cost or expense ca**us**ed, or allowed to be caused, deliberately, wilfully, maliciously, illegally or unlawfully by **you** or on **your** behalf.

Disease exclusion

1 Notwithstanding any provision to the contrary within this section, this section excludes any loss, **damage**, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with a **communicable disease** or the fear or threat (whether actual or perceived) of a **communicable disease** regardless of any other cause or event contributing concurrently or in any other sequence thereto.

2 Subject to the other terms, conditions and exclusions contained in this section, this section will cover physical **damage** to property insured and any **time element loss** directly resulting therefrom where such physical **damage** or **time element loss** is covered by this section and is directly caused by or arising from any of the following perils: fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, or impact by any road vehicle or animal, **storm**, earthquake, **flood**, subsidence, landslip, landslide, riot, riot attending a strike, civil commotion, vandalism and malicious persons, theft, escape of water from any tank apparatus or pipe, leakage of oil from any fixed heating installation.

Excess exclusion

We will not cover **you** for the **excess** of €300 for each and every claim in respect of

1 **damage** to **employees' tools** of each **employee**

2 **damage** by theft or malicious act

3 **damage** by **flood**

4 all other **damage**.

Existing property exclusion

We will not cover **you** for any loss, **damage**, cost or expense to any existing property and/or structure including any existing property and/or structure being altered or repaired.

Hazardous works exclusion

We will not cover **you** for any **contract** involving

1 work within 10 metres of any river, lake, reservoir, dam or tidal water or within cofferdams or caissons or in the sea

2 structural work on bridges, viaducts, subways, tunnels or motorways

3 work on nuclear installations

4 any work where the depth of excavation exceeds 5 metres.

5 work on basement conversions or restorations

Normal upkeep exclusion

We will not cover **you** for the cost necessary for normal upkeep or making good.

Penalties under contract exclusion

We will not cover **you** for penalties under contract for delay, detention or loss of use or losses arising in connection with guarantees of performance or efficiency or any consequential loss or **damage** of any kind.

Plant or machinery breakdown exclusion

We will not cover **you** for any loss, **damage**, cost or expense to any vehicle or item of plant or machinery caused by its own breakdown or its own explosion.

Seeds and plant exclusion

We will not cover **you** for any loss, **damage**, cost or expense to plants caused by non rooting, disease or the failure of seeds to germinate.

Theft of tools or equipment exclusion

We will not cover **you** for theft or attempted theft of tools or equipment from any unattended vehicle unless

1 all doors and windows and other points of access have been closed and securely locked and there are outward signs of forced entry to the vehicle

and

2 the vehicle is in a locked garage or a walled or fenced compound that is either locked or has a watchman in constant attendance between the hours of 9 p.m. and 6 a.m.

It will be up to **you** to prove that any theft or attempted theft occurred before 9 p.m. and after 6 a.m.

Unexplained loss exclusion

We will not cover **you** for loss caused by or consisting of disappearance, unexplained or inventory shortage.

Vehicles exclusion

We will not cover **you** for loss, damage, cost or expense to any mechanically propelled vehicle owned by **you** or in **your** custody intended for the transportation of persons, materials or plant and where insurance or security, under the Road Traffic Act is necessary.

Watercraft and aircraft exclusion

We will not cover **you** for any loss, **damage**, cost or expense to any waterborne vessel or craft exceeding 8 metres in length or to any aircraft or aerial device.

Wear and tear, deterioration exclusion

We will not cover **you** for any loss, **damage**, cost or expense caused by or consisting of inherent vice, latent defect, gradual deterioration, wear and tear, rust, wet or dry rot, contamination, vermin, insects, change in water table level or its own faulty or defective design or materials, but this does not exclude subsequent **damage** which itself results from a cause not otherwise excluded.

Existing property exclusion

We will not cover **you** for any loss, **damage**, cost or expense to any existing property and/or structure including any existing property and/or structure being altered or repaired, or **works** carried out prior to inception of this policy.

Section conditions

These conditions of cover apply only to this section. **You** must comply with these conditions to have the full protection of **your policy**.

Some conditions may specify circumstances whereby non-compliance will mean that **you** will not receive payment for a claim. However, **you** will be covered and **we** will pay **your** claim if **you** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

Average condition

If at the time of **damage** the sum insured for **own constructional plant and equipment** or **employees' tools** is less than the value of the property covered, the amount **we** will pay will be reduced proportionately.

Contract price condition

Where the **contract price** for a **contract** is greater than the sum insured shown in **your** schedule **you** must advise **us** prior to the **contract** starting.

If **you** do not comply with this condition **you** will not be covered and **we** will not pay **your** claim unless

1 the revised **contract price** does not exceed the sum insured shown in **your** schedule by more than 20%.

2 **you** give **us** details in writing of the increase to the **contract price** as soon as possible but in any event within 21 days of the **contract** starting and ensure that specific insurance is arranged with **us** from the date the **contract** commenced.

3 **you** pay any necessary additional premium that may be requested by **us** and complete any additional risk improvements which **we** may reasonably require.

However, this condition does not apply to claims for **own constructional plant and equipment, hired in plant** or **employees' tools**.

Contribution and average condition

If, at the time of the claim, there is any other policy covering the same property insured by this section, **we** will be liable only for **our** proportionate share.

If any other policy is subject to any average (under insurance) condition, this section will be subject to average in the same way as the other insurance policy.

If any other policy has a condition that prevents it from paying its share, **our** share of the claim will be limited to the proportion that the sum insured bears to the value of the property insured.

An Garda Siochana notification condition

You must immediately notify the police of any loss or **damage** by theft or attempted theft of any property covered by this section. **You** must take all reasonable steps for the discovery and punishment of the guilty person or persons and to trace and recover the property lost.

If **you** do not comply with this condition **you** will not be covered and **we** will not pay **your** claim.

Premium adjustment condition

If the premium for this section has been calculated on an estimate **you** will need to keep an accurate record of all relevant details and provide **us** with such details in writing within 1 month from the end of each **period of insurance**. The premium for the period will be adjusted and the difference paid by or allowed to **you.** Where a return premium is due to **you**, **we** will not return more than 25% of the original premium.

Reasonable precautions condition

You must take all reasonable precautions to safeguard the property insured and prevent **damage** including

1 any additional precautions necessary, as the result of partial or total cessation of work by **you** at any **contract** site

2 ensuring any moveable materials or plant are adequately secured when the **contract** site is unattended

3 securing structures that have reached **substantial completion** to prevent unauthorised access.

If **you** do not comply with this condition **you** may not be covered and **we** may not pay **your** claim.

Subrogation waiver condition

In the event of a claim under this section **we** agree to waive any rights, remedies or relief to which **we** might have become entitled by subrogation against

1 any company standing in relation of parent to subsidiary (subsidiary to parent) to **you**

2 any company which is a subsidiary of a parent company of which **you** are a subsidiary

in each case as defined by current law at the time of **damage**.

Pressure Test Condition

A water pressure test must be completed in respect of any plumbing work carried out prior to completion of the contract, details of the test must be recorded and stored for possible future inspection by **Us**. Failure to produce documentation showing completion of the test may result in any claim for water **damage** not being paid.

SECTION 10

Commercial Legal Expenses

Important information

Legal Advice Line - The legal advisory service provided by the Company on an unrestricted basis to the Insured If **you** have a legal or tax issue **you** can obtain free advice by telephoning 0818 868 000 Whilst this **Policy** remains in force the service may be used as often as necessary.

You can obtain telephone based legal advice on Irish law by calling the AXA legal advise line on 0818 868 000.

Advice can be sought on a wide range of areas of law including employment, health and safety and tax. The advise is provided by barristers, solicitors and tax consultants and is confidential and impartial. In the interests of monitoring the quality of legal advice given, conversations my be recorded.

The AXA legal advice line is not empowered to give advice on the admissibility of any claim under the **policy**. If **you** wish to make a claim **you** must contact the administrator's claims department.

This is a 'claims made' Section of the **Policy** It only covers claims notified to the Company during the **Period of insurance**.

Legal assistance is administered by MIS Underwriting Ltd., 14a Jocelyn St., Dundalk, Co Louth, A91 XNY2, authorised and regulated by the Central Bank of Ireland, registration no: C190040.

It is essential that you contact your Legal Assistance provider before seeking any other legal representation.

Limits of Liability

The maximum liability of the Company under this Section is limited to

1 €150,000 Any One Claim

2 €1,500,000 All claims or legal proceedings made and or notified during the **Period of insurance**

Covers Applicable to this Section

1 Contract Disputes

Legal Expenses incurred by reason of the defence or pursuit of legal proceedings in a contractual dispute with a Contracting Party where the contract is for the sale or hire of goods or the supply of a service within the Sale of Goods Act 1893 and the Sale of Goods and Supply of Services Act 1980 and/or the Housing Grants, Construction & Regeneration Act 1996 and amended by the Local Democracy Economic Development and Construction Act 2009 provided that

a Legal Expenses incurred in the pursuit of a dispute shall be limited to 75% of the amount in dispute

b the amount in dispute exceeds _375 and is less than the upper limit of the district court

c where the dispute relates to monies owed to the Insured and liability for the debt is not contested the Insured refers the debt to the Debt Collection Service within thirty days of the Due Date and agrees use of the service shall be paid for by the Insured If the Debt Collection Service exhausts its normal recovery procedure and recommends to the Company legal proceedings are necessary the Insured shall immediately submit a claim under this Section

Exclusions applicable to 1 Contract Disputes

a the first €375 of Legal Expenses incurred in Any One Claim

b breach or alleged breach of the duty of a professional

c bills of exchange credit and securities or guarantee or contracts governed by or disputes relating to the Consumer Credit Act 1995

d assignment agency franchise or bailment other than hire

e employment disputes or any dispute in respect of a contract of service

f landlord and tenant disputes

g any dispute to be determined at Arbitration

h construction contracts

i insurance contracts

j disputes arising out of motor vehicles

k adjudication or arbitration disputes

l any construction contract which is entered into or work commenced prior to the period of Insurance.

2 Employment Disputes

a Legal Expenses incurred by the Insured in defending legal proceedings following a dispute with an Employee ex Employee or prospective Employee concerning their contract of employment with the Insured or a breach of employment related legislation and

b Awards of Compensation in respect of such legal proceedings

provided in respect of a) – g) below the Insured has sought and followed with due diligence the advice of the Legal Advice Line as to the procedure to be adopted and has received specific authorisation from the legal advice line

a prior to carrying out any disciplinary procedure or action

b prior to the dismissal of an Employee

c prior to implementing a redundancy programme and prior to making an Employee redundant

d upon notification formally or informally of a grievance from an Employee

e upon notification formally or informally of a complaint of sexual racial or religious discrimination or discrimination relating to disability or sexual orientation

f prior to any adverse variation of the terms or conditions of employment (including altering the hours or time or place worked or demotion or deduction from or reduction in an Employee's remuneration)

g on becoming aware of any event or circumstance that may be deemed to be constructive dismissal including absence from work following an Employee walking out with or without notice

Exclusion applicable to 2 Employment Disputes

a Legal Expenses and Awards of Compensation under any contractual or legislative provision insofar as any claim arises from or is connected with any **Business** transfer falling within the scope of the European Communities (Protection of Employees on Transfer of Undertakings) Regulations 2003 or the Transfer of Undertakings Directive 2001/23/EC.

3 Criminal Prosecution Defence

Legal Expenses incurred in defending a prosecution in a court of criminal jurisdiction including an appeal by the Insured against the service of an Improvement or Prohibition Notice under Section 67 of the Safety Health and Welfare at Work Act 2005 or the Food Safety Authority of Ireland Act 1998

Exclusions applicable to 3 Criminal Prosecution Defence

a the ownership possession hire or use of a motor vehicle

b any prosecution relating to or arising from investigations by the Revenue Commissioners or the Department of Social and Family Affairs

c any prosecution alleging violence or dishonesty

4 Property Disputes

Legal Expenses incurred in the pursuit or defence of legal proceedings in respect of

a dispute over the possession of freehold or leasehold Property

b dispute in respect of actual or alleged negligence nuisance or **damage** to Property including fixtures and fittings provided the Insured will suffer financial loss if the Insured fails to pursue or defend the claim or legal proceedings

Exclusions applicable to 4 Property Disputes

a mining or other subsidence or heave however caused

b a contract other than agreement for use

c any dispute relating to rent or service charges tax planning or building regulations/decisions compulsory purchase orders or renewal of a contract for use

5 Data Protection

Legal Expenses incurred in defending legal proceedings arising out of the General Data Protection Regulations The Company further agrees to indemnify the Insured against

compensation awards which the Insured is ordered to pay consequent upon the holding loss or unauthorised disclosure of data due to an action arising out of the General Data Protection Regulations Provided that any compensation award follows the unsuccessful defence of an action arising out of the General Data Protection Regulations to which the Company has consented

6 Tax Protection

Professional expenses incurred by the insured in any Revenue Commissioners ("Revenue") investigation or VAT dispute against the insured in respect of:

Sub-Section 6A

Revenue Investigations

a Representation of the insured in a Revenue detailed investigation (comprehensive audit) into an insured's Self Assessment Return only insofar as the audit relates to the insured's **Business** affairs

b Representation of the insured at Revenue Employer Compliance dispute into the **Business**'s PAYE/PRSI returns

c Appeals by the Insured at an Appeal Commissioners Hearing ("Hearing") following a claim in respect of a) and b) above and at the appeal against a decision following such Hearing

Provided that

i in the case of a full audit the Revenue have issued a Notice under Part 38 Chapter 4 Taxes Consolidation Act 1997 (as amended by subsequent Finance Acts and Statutory Instruments)

ii in the case of an Employer Compliance dispute there is a reasonable prospect of reducing the liabilities alleged by the Revenue and the dispute follows an audit visit by the Revenue

iii the company has consented to representation at a Hearing and any subsequent appeal

Subsection 6B – VAT Disputes

a representation of the Insured in respect of the local review procedure in order to reach agreement with Revenue

b representation of the Insured at an Appeal Commissioners hearing

c representation of the Insured at an appeal against an Appeal Commissioners decision

Provided that

i a written decision assessment or statement of alleged arrears has been made by Revenue into Value Added Tax and/or Value Added Tax default surcharges and misdeclaration penalties

ii the dispute follows a control visit by Revenue and there is a reasonable prospect of reducing the liabilities alleged by Revenue

iii the company has consented to the representation at a VAT Appeal Commissioners appeal and any subsequent appeal

Exclusions applicable to 6 Tax Protection

a technical or routine treatment of matters not connected with or arising out of an expression of dissatisfaction with the insured's affair

b the defence of a criminal prosecution

c Taxation proceedings which arise out of negligent misstatements or omissions made by or on behalf of the Insured in respect of returns or accounts or where there has been a lack of reasonable care in the keeping of **Business** books and records

d any claim or proceedings which result solely from investigation of earlier accounts or records

e any claim made where Corporation Tax Self Assessment Return is submitted outside the statutory time limits and/or in a penalty position and/or a restricted loss relief under Part 47 Chapter 6 TCA 1997 as amended

f any claim made where the income tax Self Assessment Return is submitted outside the statutory time limits and/or in a penalty position under Part 47 Chapter 6 TCA 1997 as amended

g The preparation and/or correction of Self Assessment Returns accounts income tax returns P11Ds P35s VAT returns or any other statutory returns

h Any investigation undertaken by any of the Investigations and Prosecutions Divisions of the Revenue or any enquiry under Sections 27 to 31 of the VAT Act 1972 (as amended)

i An enquiry into the validity of a claim for a spouses increase in the standard rate tax band

j Any dispute in connection with the payment of the National Minimum wage

k A dispute or enquiry in respect of the non operation of PAYE/PRSI where the Revenue take the view that the person engaged is an employee and not a self employed person

7 Statutory Licence

Legal Expenses incurred in the defence of the suspension revocation imposed alteration of or refusal to renew a licence or certificate of registration issued under statute or statutory instrument or by government or local authority to the Insured

Provided that

a such licence or certificate of registration is necessary to engage in the **Business** activity of the Insured and has been declared to the Company in the Proposal or Renewal Declaration

b the Insured has sought the advice of the Legal Advice Line as to the procedure to be adopted immediately upon receipt of any verbal or written warning from a person in authority which in any way either directly or indirectly affects or may affect the Insured's licence or certificate of registration and has acted on all such advice with due diligence

Exclusions applicable to 7 Statutory Licence

a the first €375 of Legal Expenses incurred in Any One Claim

b disciplinary or internal hearings conducted by authorities charged with the regulation of the Insured in the performance of Professional Duty nor for any appeal

c any claim or legal proceedings arising out of an alteration or refusal to renew a licence or certificate of registration which is imposed by Act of the Oireachtas

d any costs incurred in complying with a notice or order whether incidental or not

e any claim or legal proceedings arising out of the use or ownership of a motor vehicle

General Exclusions Applicable Legal Expenses

The defence of the Insured in civil legal proceedings arising from

a injury or disease

b loss destruction or **damage** of or to property

c Alleged breach of any Professional Duty

d any tortious liability (other than as specified in Cover 4 Property Disputes)

3 Any claim or legal proceedings made brought or commenced outside the Territorial Limits

4 Legal Expenses or Professional Expenses incurred without the Company's prior written consent

5 Fines or other penalties imposed by a court or tribunal

6 Any dispute with Government or Local Authority departments concerning the imposition of statutory charges

7 Disputes between Insureds as specified in the Schedule or any endorsement thereto or with any parent or subsidiary company or partner

8 Any claim arising out of the deliberate conscious intentional or negligent disregard by the Insured of the need to take all reasonable steps to avoid and prevent claims or legal proceedings

9 Any claim arising out of intellectual property or breach of confidentiality or passing off actions whether related to intellectual property or not

10 Any Legal Expenses incurred in connection with a judicial review

11 Any claim relating to or arising from any cause event or circumstance occurring prior to or existing at inception of this **Policy** and which the Insured knew or ought reasonably to have known may give rise to a claim dispute or legal proceeding by or against the Insured

12 Legal Expenses or Professional Expenses incurred by the Appointed Representative for the routine presentation of the Insured's affairs or for matters which go beyond the immediate scope of the claim or legal proceedings

13 Appeals arising out of legal proceedings to which the Company has not granted consent

14 Any claim or legal proceedings in respect of which the Insured is or but for the existence of this Certificate would be entitled to indemnity under any other insurance **policy** or legal aid certificate or representation order

15 Any claim consequential loss legal liability or any loss or **damage** to property directly or indirectly caused by or contributed to by seepage pollution or contamination of any kind

16 Any dispute between the Insured the Company or the Appointed Representative

Special Conditions for Claims Settlement Applicable to Section 3

1 Claims Procedure

The Company is to be notified in writing immediately the Insured becomes aware of any cause event circumstance dispute or investigation which has given rise or may give rise to a claim or legal proceedings involving the Insured For queries in this regard please contact 0818 868 000.

2 The Company's Consent

It is a condition for Legal Expenses Professional Expenses or Awards of Compensation that the Company's consent to incur Legal Expenses or Professional Expenses must firstly be obtained in writing The Company will grant consent if the Insured can satisfy the Company

a It is reasonable to incur Legal Expenses or Professional Expenses
and

b **i** the Insured has reasonable prospects of recovery of damages or other remedy
or

ii the Insured has reasonable prospects of a successful defence
or

iii where the Insured enters a guilty plea in respect of a criminal prosecution (Part 3) there are reasonable prospects of significant mitigation of the Insured's fines or penalties

If during the course of the claim the Insured ceases to satisfy the Company in respect of a) and b) above indemnity will be withdrawn in respect of Legal Expenses and Awards of Compensation and Professional Expenses

The Company at its discretion may require the Insured to obtain an opinion from Counsel at the Insured's expense as to the merits of a claim or legal proceedings If the Insured elects to proceed with the pursuit or defence of a claim or legal proceedings to which the Company's consent has been refused through lack of reasonable prospects and if the Insured is successful in such pursuit or defence the Company will indemnify Legal Expenses or Professional Expenses incurred after the Company has refused consent as if consent had been granted

3 Conduct of Claim

a Choice of Appointed Representative

Where recourse is necessary to a lawyer and proceedings are issued the Insured is free to choose an Appointed Representative with the Insured paying the first €1,500 of Legal Expenses incurred in respect of Any One Claim In all other cases the Company will choose an Appointed Representative to act on behalf of the Insured in any claim

The name and address of the Appointed Representative the Insured proposes to instruct must be notified in writing to the Company The Company may accept such nomination provided the Company is satisfied the nominated Appointed Representative will co-operate and enable the Insured to comply with the terms of this **Policy** and provided the Company and the nominated Appointed Representative reach agreement as to the Appointed Representative's fees

In all cases the Appointed Representative shall be appointed in the name of and on behalf of the Insured

b Disclosure to the Appointed Representative

The Insured must give to the Appointed Representative all necessary help and information including a complete and truthful account of the facts of the case and all relevant documentary or other evidence in the Insured's possession

The Insured must provide obtain or execute all documents as necessary

and attend meetings or conferences as requested Cover may be withdrawn if the Insured fails to co-operate at all or within a reasonable time with the Appointed Representative's requests

c The Company's Access to Information

The Company is entitled to receive from the Appointed Representative any information document or advice in connection with any claim or legal proceedings even if privileged On request the Insured will give to the Appointed Representative any instructions necessary to secure the required access

d Recovery of Costs and Payment of Legal Expenses and Professional Expenses

All bills the Insured receives from the Appointed Representative must be forwarded to the Company without delay If the Company so requires the Insured must ask the Appointed Representative to submit the bill of costs for assessment or certification by the appropriate Law Society or court

The Insured is responsible for payment of all Legal Expenses Professional Expenses or Awards of Compensation The Company will reimburse the Insured or may settle these direct if requested by the Insured to do so

The Insured must not enter into any agreement with the Appointed Representative as to the basis of calculation of Legal Expenses without the Company's written consent

Whenever the Insured is awarded costs or under the terms of any settlement where costs are included those costs are to be repaid to the Company whether actually recovered or not

The Insured and their Appointed Representative must make every effort to make a full recovery of costs Where a settlement purports to be a global or a without costs settlement the Insured agrees that a fair and reasonable proportion of that settlement will be deemed costs and due to the Company

e Value Added Tax

If the Insured is registered for VAT the Company will not pay the VAT element of any Legal Expenses or Professional Expenses bills

f Instruction of Counsel and Experts

If in the course of any claim or legal proceedings the Appointed Representative wishes to instruct Counsel or an expert their name and an explanation of the necessity for such instruction must be submitted to the Company for consent to the proposed instruction which will not be unreasonably withheld

g Offer of Settlement

It is a condition that the Insured must inform the Company in writing as soon as an offer to settle a claim or legal proceedings is received and before the Insured proposes to make an offer In any settlement the Insured must have regard to Legal Expenses or Professional Expenses incurred or likely to be incurred and the recovery thereof Under no circumstances must the Insured enter into any agreement to settle without the Company's prior written consent which will not be unreasonably withheld If the Insured unreasonably rejects an offer of settlement that the Company recommends acceptance of no further indemnity shall be provided by the Company

4 Appeal Procedure

If following legal proceedings to which the Company has consented the Insured wishes to appeal against the judgement or decision of a court or tribunal the grounds for such appeal must be submitted to the Company through the Appointed Representative immediately or as soon as practicable so the Company may consider whether to consent to such further action If an appeal is lodged against a judgement or decision of a court or tribunal made in favour of the Insured following legal proceedings to which the Company has consented the Insured must notify the Company immediately in order that cover shall continue The Company will inform the Appointed Representative of its decision If the Company so requires it the Insured must co-operate in an appeal against the judgement or decision of a court or tribunal

5 Insolvency or Liquidation of the Insured

If the Insured becomes insolvent or is placed in liquidation during the course of any claim or legal proceedings to which the Company has consented the Company shall reserve the right to withdraw that consent The Insured shall be deemed insolvent or in liquidation upon the appointment of a liquidator or a receiver within the meaning laid down in the Companies Act 2014 as amended.

Caring For You

There may be times when **you** feel **you** do not receive the service **you** expect from **us**.

This is **our** complaints process to help **you**.

- For a complaint about **your policy**, contact **us** or **your** Broker.
- For a complaint about **your** claim, contact **our** claims action line on 0818 7 365 24.

If **we** cannot sort out **your** complaint, **you** can contact **our** Customer Care Department on 0818 505505 or:

- email: axacustomercare@axa.ie; or
- write to AXA Insurance, Customer Care, Freepost, Dublin 1.

If **you** are unhappy with the way **we** have dealt with **your** complaint, **you** may be able to refer to:

- Financial Services and Pensions Ombudsman Office
  Lincoln House, Lincoln Place, Dublin 2, D02 VH29
  Phone: +3531 567 700
  Email: info@fspo.ie
  Website: www.fspo.ie

Our promise to **you**

- **We** will reply to **your** complaint within five days.
- **We** will investigate **your** complaint.
- **We** will keep **you** informed of progress.
- **We** will do everything possible to sort out **your** complaint.
- **We** will use feedback from **you** to improve **our** service.

Defined terms are **highlighted in bold blue** ▸ see page 5 and the start of each section of cover for their meanings

Notes

We're here to help.

If you have any questions contact your Broker.

For help with claims, ring us on

0818 7 365 24

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