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Education Commercial Combined Policy

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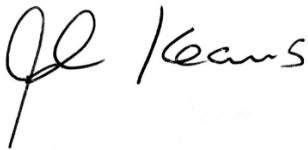
Table of Contents

Introduction	3
Policy Definitions	4
Section 1 - Property Damage Insurance	16
Section 2 – Business Interruption Insurance	25
Section 3 – Money Insurance	29
Section 4 - Theft by Employee Insurance.....	31
Section 5 – All Risks Insurance	33
Section 6 - Computer Insurance.....	35
Section 7 – Employer’s Liability Insurance.....	42
Section 8 – Public Liability Insurance	42
Section 9 - Products Liability Insurance	54
Policy Conditions.....	57
Policy Exclusions	64
Data Protection Policy.....	68
Complaints Procedure.....	68

Introduction

IPB Insurance Company Limited by Guarantee trading as IPB Insurance, the **Insurer**, and **You**, the **Insured**, agree that:

- (a) This **Policy** is a contract of insurance between **You** and **Us**. The policy wording, **Policy Schedule** and any **Endorsements** must be read together. Unless stated to the contrary in the **Policy**, any word or expression to which a specific meaning has been attached therein shall bear such specific meaning wherever it may appear.
- (b) Any information provided by **You** or on **Your** behalf and agreed by **Us** shall be relied upon to inform the assessment and acceptance of **Your** risk.
- (c) **You** will pay the premium and **We** will, subject to the terms and conditions herein, provide insurance in the manner and to the extent provided herein, for the **Period of Insurance**.
- (d) In accordance with Section 93 of the Insurance Act 1936, it is understood and agreed that all monies which become or may become due and payable by **Us** under this **Policy** shall be payable and paid in the Republic of Ireland
- (e) The appropriate Stamp Duty has been or will be paid to the Revenue Commissioners in accordance with the Stamp Duties Consolidation Act 1999, Schedule 1 (as amended).



Signed for and on behalf of the **Insurer**
John Kearns
Chief Executive

IPB Insurance Company Limited by Guarantee trading as IPB Insurance is regulated by the Central Bank of Ireland. Reg. No. 7532 Republic of Ireland.

Policy Definitions

The following definitions will be shown in bold each time they appear in the **Policy** except in the **Policy Schedule** and **Endorsements** where all defined terms begin with a capital letter.

Accident

Accident shall mean:

- (a) **Damage to Property**
- (b) the failure of any telecommunications system used in connection with the **Property** caused by accidental **Damage** occurring within the Republic of Ireland, Northern Ireland, Great Britain, the Isle of Man and the Channel Islands not occasioned by
 - (i) the deliberate act of any telecommunications authority nor the exercise of any such authority to maintain the system due to industrial action by any of its employees
 - (ii) the use by **You** of machinery and equipment which is not acceptable to the telecommunications authority as properly installed and compatible with the telecommunications system
- (c) the accidental failure or fluctuation of the public supply of electricity at the terminal ends of the public supply authority's service feeders at the premises in which **Property** is situated
- (d) denial of access to or use of the **Property** by **You** due to
 - (i) accidental **Damage** to other property at or in the immediate vicinity of the **Premises**
 - (ii) the exercise by any public or police authority of its powers for the sole purpose of safeguarding life of property
- (e) **Corruption of Data**.

Acting in Collusion

Acting in Collusion shall mean all circumstances where two or more **Employees** are involved, connected, concerned or implicated together or materially assist each other in committing a **Fraudulent Act**.

Actual Gross Profit or Actual Gross Revenue

Actual Gross Profit or **Actual Gross Revenue** shall mean the **Gross Profit** or **Gross Revenue** earned during the financial year most nearly concurrent with the **Period of Insurance** provided the amount of the **Actual Gross Profit** or **Actual Gross Revenue** shall be proportionately increased to correspond with the **Maximum Indemnity Period** where it exceeds twelve months.

Airside

Airside shall mean that part of the airport inside the posted security boundary which is subject to the security requirements of the airport authority, and where entry into this area by members of the public is prohibited or restricted.

Auxiliary Computer Equipment

Auxiliary Computer Equipment shall mean auxiliary equipment which is solely for use with **Computer Equipment**, comprising air conditioning equipment, generating equipment, UPS voltage regulating equipment, temperature and environmental recording and/or control equipment, electronic access equipment, heat, smoke and water detection equipment, lightning and transient overvoltage protection devices, lockdown security devices, gas flooding cylinders and pipe work, and is owned by or leased, hired or rented to **You**.

Bank Card

Bank Card shall mean any credit card, debit card or cheque card held for **Your** benefit in connection with the **Business**.

Bodily Injury (applicable to Sections 7, 8 and 9 only)

Bodily Injury shall mean accidental bodily injury including death, disease or illness, mental injury, mental anguish or nervous shock.

Buildings

Buildings shall mean buildings situate at the **Premises** including

- (a) signs, fixed **Glass**, exterior light fixtures and poles
- (b) landlords' fixtures and fittings therein and thereon
- (c) walls, gates and fences directly abutting /adjoining the buildings and outbuildings
- (d) yards, car parks, roads, playgrounds, playing surfaces, sports pitches and pavements
- (e) outbuildings associated with the buildings
- (f) telephones, gas, water or electric instruments, meters, cabling, piping, ducting, cables, wires and associated control gear and accessories on the **Premises** and extending to the public mains

all owned by **You**, or for which **You** are legally responsible

Provided the following are not included in this definition unless otherwise agreed in writing with **Us**: piers, docks, jetties, tunnels, bridges, excavations, dams and other like structures.

Business (applicable to Sections 7, 8 and 9)

Business shall solely mean that as detailed in the **Policy Schedule** carried on by **You** and shall include any activity usual to a school which is carried out with the full knowledge and authority of and under the control of **Your** board of management/governors or of any other person specifically authorised by them.

Business (applicable to all Sections other than Sections 7, 8 and 9)

Business shall mean that detailed in the **Policy Schedule**.

Business Hours

Business Hours shall mean the times during which **Your Premises** are actually occupied for **Business** purposes and during which **Your Employees** entrusted with **Money** are on the **Premises**

Computer Equipment

Computer Equipment shall mean equipment used for the electronic processing, communication and storage of data consisting of installed computer equipment, including but not limited to

- (a) mainframes, servers, personal computers
- (b) fixed discs, interconnecting wiring and telecommunications equipment
- (c) printers, scanners and such other peripheral computer equipment

but excluding

1. **Portable Computer Equipment**
2. equipment controlling any manufacturing process.

Computer Media

Computer Media shall mean data carrying materials of all types other than paper records or paper licences.

Contents

Contents shall mean any property not included in the definition of **Buildings** situate within a **Building** and shall include

- (a) furniture and contents, belonging to **You** or held by **You** in trust, and for which **You** are responsible whilst in the **Buildings**
- (b) tenants' improvements, alterations and decorations
- (c) personal effects of **Employees**, board of management/governors, **Your** patron or trustees, officers, pupils or visitors
- (d) contents of outbuildings (providing such outbuildings are hereby insured)
- (e) documents, manuscripts and business books, but only for the cost of the materials and of clerical labour expended in reproducing such records

- (f) computer records but only for the cost of the materials and of clerical labour and computer time expended in reproducing such records

but excluding

- (i) vehicles licensed for road use including accessories thereon, caravans, trailers, railway locomotives, rolling stock, watercraft exceeding 5 metres in length and/or having a maximum speed in excess of 10 knots and aircraft
- (ii) any living creature
- (iii) property in the open, unless stated to the contrary in the **Policy Schedule**
- (iv) **Money**

Corruption of Data

Corruption of Data shall mean loss, distortion, corruption or erasure of software programs or data stored on **Computer Media**.

Covered Location

Covered Location shall mean

- (a) in respect of **Computer Equipment** and **Auxiliary Computer Equipment**
 - (i) if specified, the locations detailed on the **Policy Schedule**
 - (ii) if no locations are specified on the **Policy Schedule**, any building solely occupied by **You** or, in the event **You** are not the sole occupier, the parts of the building occupied by **You**, provided such building is located in the Republic of Ireland
- (b) in respect of **Computer Media** and **Portable Computer Equipment**, anywhere in the world.

Custodian

Custodian shall mean a fully responsible, able-bodied adult, of at least 18 years of age, who is charged with direct responsibility for security of **Money** whilst **In Transit**.

Damage (applicable to all Sections other than Section 6)

Damage shall mean accidental and physical loss, destruction or damage.

Damage (applicable to Section 6 only)

Damage shall mean loss, destruction or damage.

Data

Data shall mean information represented or stored electronically, including but not limited to, code or series of instructions, operating systems, software programs and firmware.

Declared Value

Declared Value (as shown in **Policy Schedule** in brackets at each Location under Column I and Column II) shall mean:

- a) in respect of **Buildings**, **Your** assessment of the cost of reinstatement at the level of costs applying at the start of the **Period of Insurance** (ignoring inflationary factors which may subsequently operate), together with due allowance for
 - (i) the additional cost of reinstatement to comply with Public Authority requirements
 - (ii) professional fees
 - (iii) debris removal costs.
- b) in respect of **Contents**, **Your** assessment of the full cost of their replacement as new at the start of the **Period of Insurance** (ignoring inflationary factors which may subsequently operate).

Deferment Period

Deferment Period shall mean the initial period following **Personal Injury** during which the benefit is not payable.

Defined Peril

Defined Peril shall mean fire, lightning, explosion, aircraft or other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances, malicious persons, earthquake, storm, flood, pressure of snow, bursting, overflowing, discharging or leaking of water or oil tanks, water or oil apparatus or water or oil pipes, accidental escape of water from any automatic sprinkler installation, impact by any road vehicle or by any animal, subsidence, landslide or ground heave.

Disablement (applicable to Section 3 only)

Disablement shall mean **Loss of Limb** or **Loss of Sight**, **Permanent Total Disablement** or **Temporary Total Disablement**.

Employee (applicable to all Sections other than Section 4)

Employee shall mean any person under a contract of service or apprenticeship with **You**.

Employee (applicable to Section 4 only)

Employee shall mean any person who is

- (a) under a contract of service or apprenticeship with **You**
- (b) undergoing training under any Government approved training scheme under **Your** control in connection with the **Business** whilst in **Your** service
- (c) retired from full-time employment with **You**, who is working with **You** as a consultant under **Your** direction or control

in connection with **Your Business** whilst in **Your** service including the period of 30 days immediately following the termination of service.

Endorsement

Endorsement shall mean any alteration to the **Policy** wording and shall, other than alterations effected by such **Endorsement**, be subject to the Terms, Definitions, Conditions and Exclusions of the **Policy**.

Excess (applicable to Sections 1 and 3 only)

Excess shall mean the first part of each and every loss, as stated in the **Policy Schedule**, to be borne by **You** at each separate premises, as ascertained after the application of all other Terms and Conditions of the **Policy**.

Excess (applicable to Section 4 only)

Excess shall mean the first part of any **One Claim** to be borne by **You**, as specified in the **Policy Schedule**, at the time of the happening of the **Fraudulent Act** or, if a series of related acts, the last act in the series.

Excess (applicable to Section 6 only)

Excess shall mean

- (a) in respect of Item 4 Additional Cost of Working; the period of time, as shown in the **Policy Schedule**, immediately following an **Accident**, during which **We** are not responsible for loss
- (b) in respect of all other claims; the first part of each and every loss, as stated in the **Policy Schedule**, to be borne by **You** at each separate premises, as ascertained after the application of all other Terms and Conditions of the **Policy**.

Excess (applicable to Sections 5, 7, 8 and 9 only)

Excess shall mean the amount, as stated in the **Policy Schedule**, for which **You** are responsible in respect of any one **Occurrence**.

Exhibition

Exhibition shall include demonstrations, trade fairs or shows.

Eye Specialist

Eye Specialist shall mean an ophthalmologist or ophthalmic surgeon registered with the Medical Council of Ireland other than an **Insured Person** or a member of an **Insured Person's** family.

Financial Loss

Financial Loss shall mean a pecuniary or economic loss or expenditure.

Fraudulent Act

Fraudulent Act shall mean any act of fraud or dishonesty by any **Employee** committed with the clear intent of obtaining an improper financial gain, for themselves or for any other person or organisation intended by the **Employee** to receive such gain, other than salaries, fees, commission or other employee benefit earned in the normal course of employment.

Glass

Glass shall mean

- (a) normal, flat, annealed glass including lettering on it
- (b) toughened and laminated glass including lettering on it
- (c) mirrors
- (d) bent, tinted, stained or fired glass
- (e) decoration or protective film or alarm foil on glass.

Gross Profit

Gross Profit shall mean the amount by which the sum of the amount of the **Turnover** and the amounts of the closing stock and work in progress shall exceed the sum of the amounts of the opening stock and work in progress and the amount of the **Uninsured Variable Costs**.

Gross Revenue

Gross Revenue shall mean the money paid or payable to **You** for work done and for services rendered in the course of the **Business** at the **Premises**.

Hacking

Hacking shall mean unauthorised access to any computer or other equipment, or component or system, or item, whether or not insured by this **Policy** or whether or not owned by **You**, which processes, stores, transmits or receives data.

Hazardous Activity

Hazardous Activity shall mean archery or shooting, bungee jumping, climbing, mountaineering, caving, orienteering or other such outdoor pursuit activity, equestrian activities, canoeing, white water rafting, black water rafting, open-water swimming, sub aqua or other water activities, fairground rides or electrical rides of any kind, quad bikes, go karts or any motorised sports, road cycling or mountain biking, paintballing, boxing, wrestling or any martial arts or combat sports, 'It's a knockout' or 'Gladiator' type events, any process involving the application of heat (other than the preparation of food or drink), skiing or other winter sports, ballooning, parachuting, abseiling or other aerial activities, explosives, firearms, fireworks, pyrotechnical devices or bonfires, any apparatus requiring the use of a safety harness or ropes to prevent or arrest falls from height, circus acts or stunt acts, any activity carried out at a height or depth in excess of 5 metres.

Indemnity Period (applicable to Section 6 only)

Indemnity Period shall mean the period beginning when the **Accident** occurs and ending when the results of the **Business** cease to be affected by the **Accident** but not exceeding the **Maximum Indemnity Period**.

Indemnity Period (applicable to all Sections other than Section 6)

Indemnity Period shall mean the period beginning when the **Damage** occurs and ending when the results of the **Business** cease to be affected by the **Damage** but not exceeding the **Maximum Indemnity Period**.

Insurable Amount (applicable to Section 2 only)

Insurable Amount shall mean the **Gross Profit** or **Gross Revenue** which would have been earned in the twelve months immediately following the date of the **Damage**, had the **Damage** not occurred, after account has been taken of the trends of the **Business**, and of the variations in or other circumstances affecting the **Business**, either before or after the **Damage**, or which would have affected the **Business** had the **Damage** not occurred, provided the amount of **Gross Profit** or **Gross Revenue** shall be proportionately increased to correspond with the **Maximum Indemnity Period** where it exceeds twelve months.

Insurable Amount (applicable to Section 6 only)

Insurable Amount shall mean the **Gross Revenue** which would have been earned in the twelve months immediately following the date of the **Accident**, had the **Accident** not occurred, after account has been taken of the trends of the **Business**, and of the variations in or other circumstances affecting the **Business**, either before or after the **Accident**, or which would have affected the **Business** had the **Accident** not occurred, provided the amount of **Gross Revenue** shall be proportionately increased to correspond with the **Maximum Indemnity Period** where it exceeds twelve months.

Insured Person (applicable to Section 3 only)

Insured Person shall mean **You** or **Your** patron or trustees, individual member of the board of management/governors or **Employee** and, at the request of the **Insured**, any parent / teacher association or past pupil union.

Insured Person (applicable to Section 7 only)

Insured Person shall mean any individual member of **Your** board of management/governors, any **Your** patron or trustee or any **Employee**.

In Transit

In Transit shall mean in transit, directly and without interception

- (a) from any of **Your Premises** or contract sites to a bank premises or
- (b) from the bank premises to any of **Your Premises** or contract sites or
- (c) between any of **Your Premises** or contract sites

unless otherwise agreed in writing by **Us**.

Intruder Alarm System

Intruder Alarm System shall include all lines and equipment used to transmit the signals to and from the **Premises**.

Limit of Indemnity (applicable to Section 4 only)

Limit of Indemnity shall mean the Limit of Indemnity as stated in the **Policy Schedule**.

Limit of Indemnity (applicable to Section 7, 8 & 9)

Limit of Indemnity shall mean the total amount, as stated in the **Policy Schedule**, payable for all damages, costs and expenses in respect of any one **Occurrence**.

The **Limit of Indemnity** will not be reduced by the amount of any **Excess** that may apply.

The **Limit of Indemnity** is aggregated for any one **Occurrence** and all **Occurrences** in the **Period of Insurance** in respect of liability for Pollution and Contamination and in respect of Section 9 - Products Liability.

The indemnity provided by any Extension or **Endorsement** shall not operate, other than where provided, so as to increase the total amount payable under each Section.

Limit of Liability

Limit of Liability shall mean the maximum amount payable by **Us** for the cover provided in respect of any one **Occurrence**.

Loss of Limb**Loss of Limb** shall mean

- (a) in the case of a leg - loss by permanent physical severance at or above the ankle or permanent total loss of use of a complete foot or leg
- (b) in the case of an arm - loss by permanent physical severance of the entire four fingers at or above the meta carpo phalangeal joints or permanent and total loss of use of a complete arm or hand.

Loss of Sight**Loss of Sight** shall mean permanent and total loss of sight which will be considered as having occurred

- (a) in both eyes if the **Insured Person** is declared blind on the authority of any **Eye Specialist** and/or is registered with the National Council of the Blind
- (b) in one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen scale (meaning seeing at 3 feet what the **Insured Person** should see at 60 feet).

Maintenance Agreement**Maintenance Agreement** shall mean a maintenance, rental, hire or lease agreement providing, at an inclusive cost, on-call remedial maintenance with free repair or replacement in the event of breakdown arising from normal use.**Maximum Indemnity Period****Maximum Indemnity Period** shall mean the maximum period, as stated in the **Policy Schedule**, for which cover will be provided for each applicable cover.**Medical Expenses****Medical Expenses** shall mean expenses, not recoverable from any other source, necessarily and properly incurred within two years of the date of a **Personal Injury** and given or prescribed by a **Medical Practitioner** for medical, hospital, surgical, dental, manipulative massage, therapeutic X-ray or nursing treatment, including the costs of medical supplies and ambulance hire.

Expenses incurred within two years of the date of **Personal Injury** for treatment which either takes place or is expected to take place after the expiry of the two years from the date of the **Personal Injury** are not medical expenses for the purpose of this insurance.

Medical Practitioner**Medical Practitioner** shall mean any legally qualified and registered medical practitioner other than

- (a) an **Insured Person**
- (b) a member of the immediate family of an **Insured Person**.

Microchip**Microchip** shall mean a unit of packaged computer circuitry manufactured in small-scale and made for program logic or computer memory purposes and expressly including integrated circuits and microcontrollers.**Minimum Premium****Minimum Premium** shall mean the minimum premium retained by **Us** in respect of this **Policy**, or any Section of this **Policy**, as stated in the **Policy Schedule**.**Money (applicable to Section 4 only)****Money** shall mean currency, coins, bank notes, bullion, travellers' cheques and luncheon vouchers.**Money (applicable to all Sections other than Section 4)****Money** shall mean shall mean cash, bank notes, currency notes, uncrossed cheques (including travellers' cheques but excluding pre-signed blank cheques), uncrossed banker's drafts, uncrossed giro cheques and drafts, uncrossed postal orders, uncrossed money orders, current postage and revenue stamps, National Savings stamps, bills of exchange, luncheon vouchers, consumer redemption vouchers, gift tokens, trading stamps, bus

tickets, National Lottery tickets and telephone cards all pertaining to the **Business** and belonging to **You** or for which **You** have accepted responsibility.

Non-Negotiable Money

Non-Negotiable Money shall mean crossed cheques, (other than pre-signed blank cheques), crossed banker's drafts, crossed giro cheques and drafts, crossed postal orders, crossed money orders, unused units in franking machines, National Savings certificates, Prize Bonds, credit company sales vouchers and VAT purchase invoices all pertaining to the **Business** and belonging to **You** or for which **You** have accepted responsibility.

Nuisance

Nuisance shall mean accidental obstruction, loss of amenities or interference with any right of air, light, water or way.

Occurrence

Occurrence shall mean each and every loss or accident, or series of losses or accidents, arising out of one event or consequent upon one original cause or having the same origin or cause.

Offshore

Offshore shall mean embarkation on to a conveyance at the point of final departure (whether it be airborne or waterborne) for transportation to an offshore structure or vessel until disembarkation from the conveyance on to land upon return from the said offshore structure or vessel.

One Claim

One Claim shall mean all **Fraudulent Acts** throughout the continuation of this insurance (or any insurance issued in substitution therefore or for which this insurance is substituted) committed by one individual **Employee** or by two or more **Employees Acting in Collusion**.

Period of Insurance

Period of Insurance shall mean the dates stated in the **Policy Schedule** or any subsequent period for which **We** agree to extend this **Policy**.

Permanent Total Disablement

Permanent Total Disablement shall mean a permanent disablement (other than by **Loss of Limb** or **Loss of Sight**) resulting in the inability to work in any gainful employment whatsoever and which, in all probability, will continue for the rest of the **Insured Person's** life.

Person Employed

Person Employed shall mean

- (a) any **Employee**

and the following persons while working under **Your** direct control and supervision in connection with the **Business**

- (b) any labour master and persons supplied by such persons
- (c) any persons employed by labour only subcontractors
- (d) any self-employed persons
- (e) any persons hired or on loan from any public authority, local authority, company, firm or individual
- (f) any persons gaining work experience whilst engaged by **You** in connection with the **Business**
- (g) any person under any Government or otherwise authorised work experience, training, study exchange or similar scheme
- (h) any volunteer

provided that in respect of the (a) to (h) **You** can always request that any such person is not indemnified.

Person Entitled to Indemnity

Person Entitled to Indemnity shall mean

- (a) **You**
- (b) the patron and/or the trustees of **Your** school
- (c) each individual member of **Your** board of management/governors
- (d) any parent/teacher association, past pupil union, employee or other person, declared to and agreed by **Us**, in respect of liability for which **You** would have been entitled to under this **Policy**
- (e) any officer, member or committee of **Your** canteen, social, sports or welfare organisations, first-aid (other than medical or dental practitioners in relation to medical service provided) fire or ambulance service in their respective capacity as such
- (f) in the event of **Your** death, any of **Your** personal representatives in respect of liability incurred by **You**
- (g) any body corporate, trust or other entity by which such establishment has legal status which holds **Your** rights and assets and/or bears **Your** liabilities

provided that all parties described in (b) to (g) shall, as though they were **You**, observe, fulfil and be subject to the Terms, Definitions, Conditions, Exclusions, **Endorsements** and Limits of the **Policy** insofar as they can apply.

Personal Injury

Personal Injury shall mean bodily injury resulting directly and independently of any other cause, within 12 calendar months from the date of the occurrence of such injury, in death, **Disablement** or incurring of **Medical Expenses**.

Policy

Policy shall mean this contract of insurance comprising the Introduction, Definitions, Conditions, Insuring Agreements, Extensions, Exclusions, **Policy Schedule** and all operative **Endorsements**.

Policy Schedule

Policy Schedule shall mean the separate document which provides the specific details of the cover applicable to **You**.

Pollutants

Pollutants shall mean any solid, liquid, gaseous or thermal irritant or contaminant including, but not limited to, smoke, vapour, soot, fumes, acid, alkalis, chemicals and waste (including materials to be recycled, reconditioned or reclaimed).

Portable Computer Equipment

Portable Computer Equipment shall mean equipment that is designed to be carried on or by a person including, but not limited to, laptops, palmtops, notebooks and tablet personal computers, personal digital assistants (PDA's) but excluding smart phones or other mobile phones.

Premises

Premises shall mean the address or addresses as stated in the **Policy Schedule** as applicable to each Section.

Principal

Principal shall mean any individual person, company, firm or public or local authority with whom **You** have entered into an industry recognised standard contract for their work or services.

Products

Products shall mean any goods or products and/part thereof (after they have ceased to be in **Your** possession or control) designed, manufactured, constructed, installed, altered, repaired, serviced, processed, treated, sold, leased, supplied or distributed by **You**, or on **Your** behalf, in connection with the **Business** including container, packaging, labelling and instructions provided therewith.

Property (applicable to Section 4 only)

Property shall mean **Money, Securities** or goods.

Property (applicable to Section 6 only)

Property shall mean **Computer Equipment, Auxiliary Computer Equipment, Computer Media** and **Portable Computer Equipment** all belonging to **You** or for which **You** are legally responsible.

Property (applicable to all Sections other than Sections 4 and 6)

Property shall mean material or tangible property but does not include **Data**.

Property Insured

Property Insured shall mean the property for which cover is provided under each Section as detailed in the **Policy Schedule**.

Rate of Gross Profit

Rate of Gross Profit shall mean the rate which **Gross Profit** would have borne to **Turnover** during the **Indemnity Period** had the **Damage** not occurred after account has been taken of the trends of the **Business** and of the variations in or other circumstances affecting the **Business** either before or after the **Damage** or which would have affected the **Business** had the **Damage** not occurred.

Securities

Securities shall mean

- (a) share certificates, allotment letters, bonds or debentures
- (b) promissory notes except
 - (i) those issued or purporting to have been issued for use as currency
 - (ii) those secured or purporting to be secured directly or indirectly by assigned accounts or what purports to be assigned accounts
- (c) deeds of trust, mortgages upon real property and upon interests in real property and assignments of such mortgages
- (d) letters of credit.

Standard Gross Revenue

Standard Gross Revenue shall mean the **Gross Revenue** which would have been obtained during the **Indemnity Period** had the **Damage** not occurred after account has been taken of the trends of the **Business**, and of the variations in or other circumstances affecting the **Business**, either before or after the **Damage** or which would have affected the **Business** had the **Damage** not occurred.

Standard Turnover

Standard Turnover shall mean the **Turnover** which would have been obtained during the **Indemnity Period** had the **Damage** not occurred after account has been taken of the trends of the **Business** and of the variations in or other circumstances affecting the **Business** either before or after the **Damage** or which would have affected the **Business** had the **Damage** not occurred.

Stock

Stock shall mean stock and materials in trade, belonging to **You** or held by **You** in trust and for which **You** are responsible.

Sum Insured (applicable to Section 1 only)

Sum Insured shall mean the maximum amount, as stated and described in the **Policy Schedule** as "Total Sum Insured", that **We** will pay for each individual item insured as described as in Columns I to Columns IV at each Location.

In respect of any items of **Buildings** or **Contents** to which the Section 1 Policy Extension 23 Reinstatement Memorandum (Day One basis) applies, the **Sum Insured** shall be further uplifted to include any inflation

provision applicable for those items. The maximum amount payable in respect of each item shall be the amount stated above the **Declared Value**.

Sum Insured (applicable to Sections 2 & 5)

Sum Insured shall mean the maximum amount, as stated in the **Policy Schedule**, that **We** will pay for each individual item insured under this Section.

System

System includes computers, other computing and electronic equipment linked to computer hardware, electronic data processing equipment. **Microchips** and anything which relies on a **Microchip** for any part of its operation including any computer installation.

Temporary Total Disablement

Temporary Total Disablement shall mean disablement which continuously prevents an **Insured Person** from engaging in their **Usual Occupation** for a temporary period.

Territorial Limits (applicable to Section 4 only)

Territorial Limits shall mean the territories comprising the European Union and the United Kingdom.

Territorial Limits (applicable to Section 5 only)

Territorial Limits shall mean anywhere in the world or as stated in the **Policy Schedule**.

Territorial Limits (applicable to Section 6 only)

Territorial Limits shall mean at a **Covered Location**.

Territorial Limits (applicable to Sections 7, 8 & 9)

Territorial Limits shall mean anywhere in the Republic of Ireland Northern Ireland Great Britain the Isle of Man and the Channel Islands and the territories comprising the European Union, unless otherwise stated.

Terrorism

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

Total Sum Insured (applicable to Section 1 only)

Total Sum Insured shall the maximum amount payable by **Us** in respect of each Location stated in the **Policy Schedule**, being the total of all **Sums Insured** under Columns I to IV.

Total Sum Insured (applicable to Section 2 only)

Total Sum Insured shall mean the amount described as "Total Sum Insured" at each Location on the **Policy Schedule**, being the maximum amount payable by **Us** in respect of each Location.

However, in respect of any coverage provided under the Extensions applicable to Section 2, the term **Total Sum Insured** shall mean the total of all **Sums Insured** for all Locations.

Total Sum Insured (applicable to Section 5 only)

Total Sum Insured shall mean the amount described as "Total" on the **Policy Schedule**, being the maximum amount payable by **Us** under this Section.

Trespass

Trespass shall mean accidental trespass to land or accidental trespass to goods.

Turnover

Turnover shall mean the money paid or payable to **You** for goods sold and delivered and for services rendered in course of the **Business** at the **Premises**.

Uninsured Variable Costs

Uninsured Variable Costs shall mean

- (a) Purchases (less discounts received)
- (b) Discounts allowed
- (c) Bad debts

and each shall have the meaning usually attached to them in **Your** accounts.

Unoccupied

Unoccupied shall mean vacant or unoccupied for more than 60 consecutive days.

Usual Occupation

Usual Occupation shall mean the tasks, duties and other functions which the **Insured Person** normally performs in connection with their occupation at the date of occurring of the **Personal Injury**.

Virus or Similar Mechanism

Virus or Similar Mechanism shall mean program, code, programming instruction or any set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programs data files or operations whether involving self-replication or not. This includes but is not limited to viruses, Trojan horses, worms and logic bombs.

We/Us/Our/Insurer

We/Us/Our/Insurer shall mean IPB Insurance.

Wrongful Arrest

Wrongful Arrest shall mean

- (a) assault and battery committed or alleged to have been committed at the time of making or attempting to make an arrest or in resisting an overt attempt to escape by a person under arrest before such person has or could be placed in the custody of a law enforcement officer
- (b) defamation, false imprisonment or malicious prosecution either
 - (i) committed or alleged to have been committed directly in connection with an arrest
 - (ii) arising out of the investigation of acts or shoplifting or theft.

You/Your(s)/Insured

You/Your(s)/Insured shall mean the insured party named and shown on the **Policy Schedule**.

Section 1 - Property Damage Insurance

This Section is operative only if stated as such in the **Policy Schedule**.

Section 1 Insuring Agreement

In the event of any **Property Insured** being **Damaged** by a cause not otherwise excluded during the **Period of Insurance**, **We** will pay to **You** the value of the property at the time of such **Damage** or, at **Our** option, reinstate or replace such property, or any part of it, provided that **Our** liability in any one **Period of Insurance** in respect of any Location for which cover is provided shall not exceed:

- (a) the **Total Sum Insured** or, in respect of any item, its **Sum Insured** or any other limit stated in the **Policy Schedule** at the time of **Damage**
- (b) the **Sum Insured** (or limit) remaining after deduction for any other **Damage** occurring during the same **Period of Insurance**, unless **We** have agreed to reinstate any such **Sum Insured** (or limit).

Extensions applicable to Section 1

Unless stated to the contrary, the following Extensions to Section 1 automatically apply. Each Extension is subject to the Terms, Conditions, Exclusions of both this Section and the **Policy**, in addition to any other additional terms stipulated in connection with it.

1. Additional Interest

The interest of parties supplying property to **You** under a hiring, leasing or similar agreement is noted in this insurance and **You** will disclose the nature and extent of any interest in the event of **Damage**.

2. Automatic Cover

The insurance provided by Section 1 is extended to cover

- (a) any newly acquired and/or newly erected buildings insofar as they are not otherwise insured anywhere in the Republic of Ireland
- (b) alterations, additions and improvements to **Buildings** or **Contents**, but not in respect of any appreciation in value anywhere in the Republic of Ireland

provided that in respect of (a) and (b)

- (i) at any one situation this cover shall not exceed 10% of the **Total Sum Insured** or €1,000,000 whichever is the less
- (ii) **You** undertake to give particulars of such additional insurance requirements as soon as practicable and to pay the pro-rata additional premium from the date of inception thereof, the **Policy** to be endorsed accordingly from the date of commencement of **Our** liability
- (iii) the provision of this Extension shall be fully maintained notwithstanding any specific insurance effected under (ii) above.

3. Automatic Reinstatement of Sum Insured

In the absence of written notice by **Us** or **You** to the contrary, the insurance hereby shall not be reduced by the amount of any loss. In consideration of this, **You** must pay the appropriate extra premium on the amount of the loss from the date thereof to the expiry of the **Period of Insurance**.

4. Clearing of Drains

The insurance by each item on **Buildings** extends to cover expenses reasonably and necessarily incurred in clearing, cleaning and/or replacing drains, gutters, sewers, and the like, on the **Premises** for which **You** are responsible, in consequence of **Damage** by a **Defined Peril**.

5. Contract Price

In respect of goods sold but not delivered for which **You** are responsible and with regard to which, under the conditions of sale, the sale contract is cancelled by reason of any **Damage** insured by this Section, **Our** liability shall be based on the contract price.

6. Contract Works

Definitions applicable to this Extension:

Contract Works means the permanent and/or temporary works executed or in the course of execution at the location of the **Premises**.

Plant means constructional plant tools tackle and equipment (excluding **Hired in Plant**) for use in connection with the **Contract Works**.

Temporary Buildings means temporary buildings site huts and other temporary accommodation and their fixtures furnishings and contents (excluding **Hired in Plant**) for use in connection with **Contract Works**

Hired in Plant means

- (a) constructional plant tools tackle and equipment (not on free loan or the subject of a hire purchase lease or similar financial arrangement)
- (b) **Temporary Buildings** hired by the Insured for use in connection with Contract Works

Insured Property means **Contract Works, Plant, Temporary Buildings and Hired in Plant**

Insuring Agreement applicable to this Extension

If during the **Period of Insurance Insured Property** is **Damaged** the **Insurer** will pay the amount of the **Damage** or at its option repair, reinstate or replace such **Insured Property**.

provided that such **Insured Property**

- (a) belongs to or is **Your** responsibility
- (b) is on or adjacent to the site of a contract
- (c) shall not be regarded as **Damaged** solely by virtue of the existence of any defect in the design plan specification materials or workmanship in the **Insured Property** or any part thereof
- (d) this Extension only applies to contracts where the contract price does not exceed €325,000, inclusive of VAT
- (e) **Our** liability for all **Damage to Insured Property** in respect of any one contract shall not exceed €400,000, inclusive of VAT.
- (f) **We** shall not be liable for any **Damage** to
 - (i) **Plant, Temporary Buildings, Hired in Plant** or any other property which is owned by or the responsibility of any contractor engaged by **You**
 - (ii) property forming part of any structure prior to commencement of a contract.

We will also indemnify **You** for **Damage** to materials and goods intended for incorporation in **Contract Works** while such materials or goods are temporarily held in store anywhere in the Republic of Ireland or Northern Ireland and which is away from the site of such **Contract Works** provided that the **Our** liability in respect of **Damage** to such materials or goods shall not exceed €25,000 in respect of any one contract.

This extension shall also cover **Damage** to **Contract Works** or any part thereof during any maintenance or defects liability period but only in respect of **Damage** which occurs in the course of any operation carried out by the contractor for the purpose of complying with obligations under the maintenance or defects liability conditions

Provided that for the purposes of the above the maintenance or defects liability period shall mean the period stated in the terms of the contract but not exceeding a period of 12 months from the date of the issue of the Certificate of Substantial Completion, or equivalent time.

Special Condition applicable to this Extension

In respect of **Damage** directly or indirectly caused by fire or explosion **You** shall on the site of any **Contract Works**

- (a) draw up and implement a site fire safety plan
- (b) ensure that all personnel are aware of the contents of the site fire safety plan and receive training in the use of the fire extinguishing facilities
- (c) ensure that in respect of the use of electric oxy-acetylene or other welding or cutting plant or blow lamps or blow torches
 - (i) all combustible constructions within the vicinity of such work are protected by non-combustible materials
 - (ii) no such equipment is left unattended while ignited
 - (iii) only suitably qualified persons are engaged in the use of such equipment
 - (iv) in addition to the persons directly engaged on such work **You** shall appoint a competent person to act as a fire watcher for the duration of the work.
 - (v) a thorough examination must be made in the area in which such work has been undertaken during a period of not less than one hour immediately following the termination of each period of work to ensure that there are no signs of combustion

7. Contracting Purchasers Interest

If at the time of **Damage** **You** have contracted to sell **Your** interest in any **Buildings** and the purchase has not yet been completed (but shall thereafter be completed) the purchaser, on completion of the purchase, shall be entitled to benefit under this **Policy** for that **Damage** without prejudice to either **Your** rights and liability or **Our** rights and liability until completion

Provided that

- (a) the **Buildings** are not insured elsewhere for the benefit of the purchaser
- (b) the purchaser complies with and is bound by the terms of the **Policy**.

8. Damage by Theft

The cover provided by theft is extended to include

- (a) the cost of repairing **Damage** to a building which are not insured under this Section provided
 - (i) **You** are legally responsible for the repairs under the conditions of a lease agreement
 - (ii) the **Damage** is not insured by **You** under any other policy of insurance
 - (iii) **Contents** at such building is otherwise insured under Section 1.
- (b) the reasonable expenses (not exceeding €1,500) incurred in necessarily replacing locks to the **Buildings** or safes or strong rooms, consequent upon the theft of keys from such **Buildings** or from the residence of any of **Your** authorised key holding individual authorised by **You**

9. Designation

For the purpose of determining, where necessary, the column heading under which any property is insured **We** agree to accept the designation under which such property has been entered in **Your** books.

10. Deterioration of Stock

In the event of **Damage** by a **Defined Peril**, where insured, during any **Period of Insurance**, and resulting in deterioration or putrefaction of **Stock** in the cold chamber of any refrigerating machine at the **Premises**, or **Stock** which, at the time of the **Damage**, is elsewhere on the **Premises** but which would in normal course be placed in the cold chamber

- (a) due to the rise or fall in temperature resulting from any cause not hereunder excluded or
- (b) due to the action of refrigerant fumes which have escaped from the machine during any **Period of Insurance**

We will pay **You** the amount of such **Damage** provided that

- (c) the **Limit of Liability** shall not exceed €5,000 per machine

- (d) at the commencement of the **Damage** such machine does not exceed the age of fifteen years
- (e) any machine more than three years old be maintained under annual contract with the manufacturer, supplier or an authorised firm of refrigeration engineers

However, **We** will not be liable for **Damage** resulting from the deliberate act of any public electricity supply authority or the exercise by any such authority of its power to withhold or restrict supply or from **Your** wilful neglect.

11. Exhibitions

The insurance provided in respect of **Stock** is extended to apply to **Stock** at **Exhibitions** which do not exceed 7 days duration.

12. Fire Brigade Charges

The insurance provided by Section 1 extends to include charges levied by a Fire Authority, in accordance with the provision of the Fire Services Act 1981, in controlling or extinguishing fire affecting (or threatening to affect) the **Property Insured** by this Section, in circumstances which have given rise to a valid claim under this **Policy**, subject to a **Limit of Liability** of €50,000.

13. Fire Extinguishing Discharge

We will pay the costs necessarily and reasonably incurred by **You** in replenishing and recharging fire extinguishing equipment and replacing used sprinkler heads arising out of the use of such equipment following **Damage** by fire in or at the **Premises**, subject to a **Limit of Liability** of €30,000.

14. Glass

Regardless of whether the **Buildings** are insured, any cover provided by Section 1 in respect of **Damage** to fixed **Glass** includes, should **You** be legally liable, the reasonable costs of

- (a) replacing all interior and exterior fixed **Glass** and sanitary fixtures and fittings
- (b) any necessary boarding up or temporary glazing pending replacement of broken **Glass**
- (c) removing and refixing window fittings and other obstacles to replacement.

15. Internal Transfers

The insurance provided in respect of machinery, plant and **Stock** applies to property transferred between **Premises** insured by Section 1 including transit by road, 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** hereof or €100,000, whichever is the less in respect of any such transfers at any one time.

16. Landscaped Gardens

We will pay the costs reasonably and necessarily incurred to restore or repair grounds or landscaped gardens belonging to **You**, or for which **You** are responsible, following **Damage** caused by the emergency services and arising from a **Defined Peril**, where insured, subject to a **Limit of Liability** of €10,000.

17. Metered Utilities

The cover provided by Section 1 includes additional water, gas, electricity, oil or other metered supply charges incurred by **You**, subject to a **Limit of Liability** of €50,000 in consequence of **Damage** by a **Defined Peril**, where insured.

However, **We** will not pay for such charges incurred in respect of any **Building** which is **Unoccupied**.

The basis on which the amount payable is to be calculated will be the amount of the supplier's charges for the period during which **Damage** occurs, less the charge paid by **You** for the corresponding period in the preceding year, adjusted for changes in the supplier's charges and for variations affecting **Your** supply consumption during the intervening period.

18. Non-Invalidation

This insurance provided by Section 1 shall not be invalidated by any act or omission or by any alteration whereby the risk of **Damage** is increased, unknown to **You** or beyond **Your** control, provided that **You**, immediately on becoming aware thereof, shall give notice to **Us** and pay any additional premium as may be required.

19. Oil

The insurance provided by this Section is extended to include the value of lost oil.
Subject to a **Limit of Liability** of €1,000.

20. Professional Fees

The insurance provided in respect of **Buildings** and **Contents** includes an amount in respect of architects', surveyors' and consulting engineers' fees necessarily and reasonably incurred in their reinstatement consequent upon **Damage**, as insured, but not for preparing any claim, it being understood that the amount payable for such **Damage** and fees shall not exceed, in the aggregate, the **Sum Insured** by each item.

21. Public Authorities Requirements

The insurance provided in respect of **Buildings** and **Contents** extends to include such additional cost of reinstatement as may be incurred solely by reason of the necessity to comply with the requirements of:

- (a) European Union legislation or
- (b) Building or other Regulations under or framed in pursuance of any Act or bye-Laws of any public or local authority

but excluding

- 1. the cost incurred in complying with such requirements
 - (i) in respect of **Damage** occurring prior to the granting of this Extension
 - (ii) in respect of **Damage** not insured by Section 1
 - (iii) under which notice has been served upon **You** prior to the happening of the **Damage**
 - (iv) for which there is an existing requirement which has to be implemented within a given period
 - (v) in respect of property which has not sustained **Damage** or portions of the property which have not sustained **Damage**, other than foundations (unless foundations are specifically excluded) of that portion of the property which has sustained **Damage**
- 2. the additional cost that would have been required to make good the property which has sustained **Damage** to a condition equal to its condition when new had the necessity to comply with any requirement not arisen
- 3. the amount of any charge or assessment arising out of capital appreciation which may be payable in respect of the property, or by the owner thereof, by reason of compliance with the requirements.

Special Conditions applicable to this Extension

- (a) The work of reinstatement must be commenced and carried out without unreasonable delay and, in any case, must be completed within twelve months after the **Damage**, or within such further time as **We** may, in writing, allow (during the said twelve months) and may be carried out upon another site, if the requirements necessitate, subject to **Our** liability under this Extension not being increased
- (b) If **Our** liability under Section 1, apart from this Extension, shall be reduced by the application of any Terms of the **Policy**, **Our** liability under this Extension shall be reduced in like proportion
- (c) The total amount recoverable under any item insured by this Section shall not exceed the **Sum Insured** thereby
- (d) All the conditions of the **Policy**, except insofar as they may be hereby varied, shall apply as if they had been incorporated herein.

If any property or portion of property suffer superficial affectation, such property shall be regarded as undamaged property or undamaged portion of the property and no indemnity shall be payable in respect of such **Damage**.

22. Removal of Debris

The insurance provided by this Section extends to include costs and expenses necessarily and reasonably incurred by **You**, with **Our** consent, in

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

of the portion or portions of the **Property Insured** that are **Damaged** provided that

1. **Our** liability in respect of any item insured by Section 1 shall in no case exceed its **Sum Insured**
2. **We** will not be liable for costs or expenses
 - (i) incurred in removing debris except from the site of such property **Damaged** and the area immediately adjacent to such site
 - (ii) arising from pollution or contamination of property not insured by this **Policy** other than as described in (i) above.

23. Site Clean – Up Costs

The insurance provided by this Section extends to cover the costs and expenses reasonably and necessarily incurred by **You** in cleaning and decontaminating drains, land and water, all belonging to **You** or for which **You** are responsible, all within the perimeter of the **Premises** and consequent upon **Damage** as insured.

Subject to a **Limit of Liability** of €25,000.

24. Sums Insured

No pro rata additional premium will be payable in respect of increases in **Sums Insured** and/or **Declared Values** (not effected by either Extension 2 (Automatic Cover) or Extension 3 (Automatic Reinstatement of Sums Insured)) notified to and accepted by **Us** during the **Period of Insurance**.

25. Spontaneous Combustion

The insurance provided by this Section extends to cover **Damage** by fire to coal, coke and wood caused by its own spontaneous fermentation, heating or combustion.

26. Temporary Removal

The insurance provided by this section is extended to cover **Property Insured** whilst temporarily removed

- (a) for cleaning, renovation, repair or other similar purposes elsewhere on the same **Premises** or to any other **Premises**, including in transit thereto and therefrom, by road, rail or inland waterway, within the Republic of Ireland, the United Kingdom or the European Union, provided that **Our** liability for **Damage**, as insured, shall not exceed 10% of the **Sum Insured** or €50,000, whichever is less.
- (b) subject to a limit of €75,000 any one claim whilst temporarily removed from the **Building** including while in transit for reasons other than in (a) above anywhere in the world but excluding
 - (i) any property that is otherwise insured
 - (ii) in respect of theft from any unattended vehicle which is not securely locked and where the **Property Insured** was not stored in a boot or other storage area which is out of sight.

27. Trace and Access

In respect of any **Damage** resulting from escape of water or oil, if insured, this insurance extends to include costs and expenses (including consulting engineers' and other fees) reasonably and necessarily incurred by **You** in

- (a) locating the source of any leakage and subsequently making good
- (b) or other repairs investigations and tests

Subject to a **Limit of Liability** of €25,000.

28. Workmen

Workmen are allowed on the **Premises** for the purpose of making minor structural and other alterations from time to time without prejudice to this insurance.

Additional Conditions applicable to Section 1

1. Index-Linking

The **Sums Insured** and where applicable the **Declared Value** of each item insured under this Section will be adjusted in accordance with suitable indices selected by **Us**. The annual renewal premium will be amended accordingly.

2. Obsolete or Dilapidated Buildings

In respect of any **Building** which is either dilapidated, obsolete, structurally unsound, weakened or impaired or in respect of **Contents** therein

- (a) Additional Conditions to Section 1 - Condition 2 (Reinstatement Memorandum (Day One basis)) does not apply
- (b) cover is restricted to **Damage** by fire, lightning, explosion or aircraft or other aerial devices or articles dropped therefrom only
- (c) cover is restricted to removal of debris as provided by Extension 22.

3. Reinstatement Memorandum (Day One Basis)

Subject to the Special Conditions below, and unless stated otherwise in the **Policy Schedule**,

- 1. **We** will uplift Your **Declared Value** to reflect any building cost or other inflation which may have occurred during the **Period of Insurance** and any subsequent rebuilding period. The maximum inflationary increase payable in respect of **Buildings** and **Contents** at each location is the **Sum Insured**.
- 2. the basis upon which the amount payable in respect of **Buildings** and **Contents** is to be calculated shall be the reinstatement of the property **Damaged**.

For the purpose of this Extension reinstatement shall mean

- (a) the rebuilding or replacement of property **Damaged** which, provided **Our** liability is not increased, may be carried out
 - (i) in any manner suitable to **Your** requirements
 - (ii) upon another site at **Our** absolute discretion
- (b) the repair or restoration of property **Damaged**

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

Special Conditions applicable to this Extension

- (a) At the start of each **Period of Insurance**, **You** must notify **Us** of the **Declared Value** of each item for **Buildings** and **Contents**. In the absence of such declaration, the last amount declared by **You** shall be taken as the **Declared Value** for the ensuing **Period of Insurance**.
- (b) **Our** liability for the repair or restoration of partially damaged property shall not exceed the amount which would have been payable had such property been totally destroyed.
- (c) In the event of a claim for which **We** are liable, the **Declared Value** is less than the cost of reinstatement (as defined above) at the start of the **Period of Insurance**, the amount payable by **Us** will be proportionately reduced.
- (d) No payment beyond the amount which would have been payable had this memorandum not been incorporated shall be made:
 - (i) unless reinstatement commences and proceeds without unreasonable delay

- (ii) until the cost of reinstatement shall have been actually incurred
- (iii) if the **Buildings** or **Contents** at the time of **Damage** are insured by any other insurance effected by **You** or on **Your** behalf which is not upon the same basis of reinstatement.
- (e) If **You** do not meet the provisions of Special Condition (d), or **You** elect not to reinstate the property, then the cover provided by this Extension is cancelled and **Our** and **Your** rights and liabilities in respect of the **Damage** will be subject to the Underinsurance Provision detailed in paragraph (b) of Additional Condition 5. Underinsurance.

4. Reinstatement

- (a) **We** shall not be bound to reinstate exactly but only as circumstances permit and in a reasonably sufficient manner and shall not in any case be bound to expend in respect of any one item insured more than its **Sum Insured**.
- (b) If **We** elect or become bound to reinstate or replace any **Property Insured You** must, at **Your** own expense, produce and give to **Us** all such plans, documents, books and information as **We** may reasonably require.

5. Underinsurance

The **Sums Insured** by

- (a) any items for **Buildings** or **Contents** subject to Additional Conditions to Section 1 - Condition 2 (Reinstatement Memorandum (Day One basis)) are declared to be separately subject to "average" as described in Special Provision (c) of such condition
- (b) any other items are declared to be separately subject to "average". This means that if, at the time of **Damage**, the **Sum Insured** for any item is less than the value of such item, the amount payable by **Us** will be proportionately reduced.

6. Unoccupied Buildings

Notice is to be given to **Us** when any building becomes totally or partly **Unoccupied** or when an **Unoccupied** building or portion thereof is again occupied.

Unless agreed to the contrary in writing by **Us**, cover in respect of any totally or substantially **Unoccupied** building is excluded for malicious damage (other than malicious fire), escape of water or oil from any tank apparatus or pipes or theft or any attempted theft. Unless agreed to the contrary, in writing, by **Us**, the following conditions apply in respect of any **Unoccupied** building

- (a) all trade waste must be removed from within the building and no combustible materials to be stored externally within 10 metres of the building
- (b) all electricity mains supplies must be kept disconnected unless to supply an **Intruder Alarm System** or a fire alarm
- (c) all firebreak doors and shutters must be kept closed and maintained in efficient working order
- (d) all fire extinguishing appliances must be kept in efficient working order
- (e) inspections must be carried out by **You** or **Your** representative, at least weekly, to physically check the building, both internally and externally, and to carry out any work necessary to maintain the security arrangements and maintain the building in sound condition. A register of these visits must be kept by **You**, or **Your** representative, for periodic inspection by **Us**.

Exclusions applicable to Section 1

This Section excludes any;

1. **Damage** to

- (a) gates, fences, lawns, trees, shrubs or moveable property in the open caused by storm, flood or malicious damage in excess of €12,000 in total in any one **Period of Insurance**
- (b) **Money**
- (c) vehicles licensed for road use (including accessories thereon), caravans, trailers, railway locomotives, rolling stock, watercraft (other than watercraft included as Contents) or aircraft
- (d) piers, jetties, bridges, culverts or excavations
- (e) livestock, growing crops or trees.

2. **Damage** caused by or resulting from

- (a) frost (other than bursting of water pipes, water tanks or water apparatus) or extremes of temperature
- (b) faulty or defective design, materials or workmanship or latent defect
- (c) inspection, testing, maintenance, repair, assembly or preparation of any heating electrical or mechanical plant or equipment
- (d) rust, wear or tear, corrosion, shrinkage, expansion, gradual deterioration or any gradually operating cause

but, in respect of (a) to (d) above, this shall not exclude subsequent **Damage** which in itself results from a cause not otherwise excluded.

- (e) vermin, insects, wet or dry rot, damp or mildew
- (f) any process of cleaning restoring, altering or repairing
- (g) the deliberate act of the electricity or gas supply authority or the exercise by them of their powers to withhold or restrict supply and causing deterioration or putrefaction of the contents of a refrigeration cabinet or cold room
- (h) inventory shortages or dishonesty of any **Person Employed**
- (i) normal settlement, marring, scratching, exposure to light or change in colour texture or finish
- (j) through confiscation, nationalisation, requisition or detention by customs or other officials
- (k) attributable solely to change in the water table level.

3. consequential loss of any kind.

4. **Damage** or consequential loss caused by or consisting of subsidence or ground heave of any part of the site on which the property stands or landslip

- (a) resulting in **Damage** to land, unless such **Damage** is also affecting a **Building** insured hereby
- (b) 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
- (c) which originated prior to the inception of this cover
- (d) resulting from
 - (i) demolition, construction, structural alteration or repair of any property or
 - (ii) groundwork or excavation
 at the same **Premises**.

Section 2 – Business Interruption Insurance

This Section is operative only if stated as such in the **Policy Schedule**.

Section 2 Insuring Agreement

If **Damage** occurs, and is not otherwise excluded, at the **Premises** which causes interruption of or interference with **Your Business** at the **Premises**, **We** will pay to **You** the amount of loss resulting from the interruption or interference caused by the **Damage**, in accordance with the provisions of the insurance, provided that

- (i) payment has been made or liability admitted for the **Damage** under an insurance covering **Your** interest in the **Property Insured** or
- (ii) payment would have been made or liability admitted for the **Damage** but for the operation of a proviso in such insurance excluding liability for losses below a specified amount.

Our liability in any one **Period of Insurance** in respect of any Location for which cover is provided shall not exceed the **Total Sum Insured** or, in respect of any item, its **Sum Insured** or any other limit stated in the **Policy Schedule** at the time of the **Damage**.

Section 2 Covers Provided

The following covers are provided if stated as such in the **Policy Schedule**.

Gross Profit

Subject to the Special Provisions below, **We** will pay as indemnity

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

Special Provisions

1. Alternative Trading

If, during the **Indemnity Period**, goods are sold, or services rendered elsewhere than at the **Premises** for the benefit of the **Business**, either by **You** or by others on **Your** behalf, the money paid or payable in respect of such sales or services shall be taken into account in arriving at the **Turnover** during the **Indemnity Period**.

2. Savings

If any of the charges or expenses of the **Business** payable out of **Gross Profit** cease or reduce in consequence of the **Damage**, the amount of such savings during the **Indemnity Period** shall be deducted from the amount payable.

3. Underinsurance

If the **Sum Insured** is less than the **Insurable Amount** the amount payable shall be proportionately reduced.

Gross Revenue

Subject to the Special Provisions below, **We** will pay as indemnity

- (a) in respect of loss of **Gross Revenue**;
the amount by which the **Gross Revenue** during the **Indemnity Period** shall in consequence of the **Damage** fall short of the **Standard Gross Revenue**
- (b) in respect of Increase in Cost of Working;
the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the loss of **Gross Revenue** which, but for that expenditure, would have taken place during the **Indemnity Period** in consequence of the **Damage** but not exceeding the total of the amount of the reduction in **Gross Revenue** thereby avoided.

Special Provisions

1. Alternative Trading

If, during the **Indemnity Period**, goods are sold, or services rendered elsewhere than at the **Premises** for the benefit of the **Business**, either by **You** or by others on **Your** behalf, the money paid or payable in respect of such sales or services shall be taken into account in arriving at the **Gross Revenue** during the **Indemnity Period**.

2. Savings

If any of the charges or expenses of the **Business** payable out of **Gross Revenue** cease or reduce in consequence of the **Damage**, the amount of such savings during the **Indemnity Period** shall be deducted from the amount payable.

3. Underinsurance

If the **Sum Insured** is less than the **Insurable Amount** the amount payable shall be proportionately reduced.

Additional Increase in Cost of Working

We will pay as indemnity the additional expenditure beyond that recoverable under part (b) of **Gross Profit** or **Gross Revenue** necessarily and reasonably incurred in consequence of **Damage**, as insured, for the sole purpose of avoiding or diminishing any interruption to or interference with the **Business** which would have occurred during the **Indemnity Period** but for that expenditure.

Extensions applicable to Section 2

Unless stated to the contrary, the following Extensions to Section 2 automatically apply. Each Extension is subject to the Terms, Conditions, Exclusions of both this Section and the **Policy**, in addition to any other additional terms stipulated in connection with it.

1. Automatic Reinstatement of Sum Insured

In consideration of the **Sum Insured** by any item hereof not being reduced by the amount of any loss, **You** undertake to pay the appropriate additional premium on the amount of any loss from the date thereof to the date of the expiry of the **Period of Insurance**.

2. Denial of Access

The insurance provided by Section 2 is extended to include direct interruption or interference with the **Business** in consequence of **Damage**, as insured, to the surrounding areas and/or to property within the immediate vicinity of **Your Premises** which shall prevent or hinder the use thereof, whether **Your Premises** or **Your** property shall be **Damaged** or not.

3. Engineering Pressure Plant

The insurance provided by Section 2 is extended to include direct or indirect interruption of or interference to the **Business**, arising out of **Damage** to property at the **Premises**, caused by explosion of any boiler, not being used for domestic purposes only, or economiser on the **Premises** provided that, at the time of the happening of the **Damage**, there shall be in force an insurance covering **Your** interest in such property against such **Damage** and that payment shall have been made or liability admitted under that insurance.

4. Murder, Suicide, Food or Drink Poisoning, Vermin or Specified Diseases.

The insurance provided by Section 2 is extended to include reasonable pecuniary loss or expenses incurred by **You** resulting from interruption of or interference with the **Business** arising from restrictions on the use of the **Premises** on the order of the competent police or local/health authority in consequence of;

- (a) any incident of murder or suicide at the **Premises**
- (b) the discovery of vermin or pests at the **Premises**
- (c) any incident of injury or illness attributable to food or drink supplied from the **Premises**
- (d) any occurrence of a Specified Disease at the **Premises**
- (e) any discovery of an organism at the **Premises** likely to result in the occurrence of a Specified Disease at the **Premises**.

The maximum amount payable by **Us** under this Extension shall not exceed 10% of the **Total Sum Insured** by Section 2 or €50,000 whichever is less, in any one **Period of Insurance**.

Specified Disease shall mean illness sustained by any person resulting from acute encephalitis, acute infectious hepatitis, acute meningitis, acute poliomyelitis, anthrax, bubonic plague, chicken pox, cholera, diphtheria, dysentery, haemolytic uraemic syndrome, legionellosis, legionnaires disease, leprosy, leptospirosis, malaria, measles, meningococcal infection, mumps, opthalmia neonatorum, paratyphoid fever, rabies, rubella, scarlet fever, small pox, streptococcal disease, tetanus, tuberculosis, typhoid fever, typhus, viral hepatitis, whooping cough or yellow fever.

For the purpose of this Extension

- (a) Indemnity Period shall mean the period during which the results of the **Business** shall be affected in consequence of the incident, discovery or occurrence beginning with the date from which the restrictions on the **Premises** are applied (or in the case of (a) or (b) above, with the date of the incident or discovery) and ending no later than the maximum Indemnity Period of six months.
- (b) In the event that the **Policy** includes an extension which deems **Damage** at locations other than **Your Premises** to be insured, such locations shall not be covered by this Extension.

- (c) **We** shall not be liable under this Extension for any costs incurred in the cleaning, repair, replacement, recall or checking of property.
- (d) **We** shall only be liable for loss arising at those **Premises** which are directly affected by the incident, discovery or occurrence.

5. Non-Invalidation

The insurance provided by this Section shall not be invalidated by any act or omission or by any alteration whereby the risk of **Damage** is increased unknown to **You** or beyond **Your** control provided that **You**, immediately **You** become aware thereof, shall give notice to **Us** and pay any additional premium as may be required.

6. Payments on Account

Payments on account will be made monthly to **You**, if desired.

7. Professional Accountants

Any particulars or details contained in **Your** books of account, or other business books or documents, which may be required by **Us** for the purpose of investigation 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 will pay to **You** the reasonable charges payable by **You** to **Your** professional accountants for producing such particulars or details or any other proofs, information or evidence as may be required by **Us** under Section 2 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 Extension and the amount otherwise payable under Section 2 shall in no case exceed the **Total Sum Insured** by Section 2.

8. Public Utilities

The insurance provided by Section 2 is extended to include direct or indirect interruption or interference with the **Business** arising out of **Damage** to property at any

- (a) generating station or sub-station of the public electricity supply undertaking
- (b) land based premises of the public gas supply undertaking or of any natural gas produced linked directly therewith
- (c) water works or pumping station of the public water supply undertaking

from which **You** obtain electricity, gas or water, all in the Republic of Ireland or Northern Ireland.

The **Limit of Liability** shall not exceed 10% of the **Total Sum Insured** by Section 2 or €350,000 whichever is less.

Additional Conditions applicable to Section 2

1. Accountancy Interpretations

- (a) The amounts of the opening and closing stocks and work in progress shall be arrived at in accordance with **Your** normal accountancy interpretations, due provision being made for depreciation.
- (b) To the extent that **You** are accountable to the tax authorities for Value Added Tax all items in this Section shall be exclusive of such tax.
- (c) For the purpose of any Definitions applying to this Section, where relevant, any adjustment implemented in current cost accounting shall be disregarded.

Section 3 – Money Insurance

This Section is operative only if stated as such in the **Policy Schedule**.

Section 3 Insuring Agreement

We will indemnify **You**, or at **Your** request, any individual member of **Your** board of management/governor, **Your** patron, **Your** trustees or any parent or teacher association for **Damage** occurring during the **Period of Insurance** to **Money** and other property described below up to the **Limit of Liability**.

Item	Description	Limit of Liability
1	Money on the Premises during Business Hours or In Transit or at any of Your contract sites during Business Hours or in a bank night safe or thereafter until at the bank's risk.	€25,000 unless stated to the contrary in the Policy Schedule.
2	Money on the Premises out of Business Hours in a locked safe or strongroom.	€25,000 unless stated to the contrary in the Policy Schedule.
3	Money on the Premises out of Business Hours not in a locked safe or strongroom.	€1,270
4	Money in Your residence or that of any individual member of Your board of management/governors, Your patron, any of Your trustees or officers, Your school principal, Employees or volunteers.	€1,270
5	Non-Negotiable Money	€650,000
6	Damage , following theft or attempted theft, to clothing and personal effects belonging to You or any of Your board of management/governors, Your patron or trustees, officers or school principal and teaching staff, whilst engaged in the Business . Subject to a limit of €1,000 in respect of personal cash for teaching staff and school principals or €100 in respect of personal cash for any other person.	€1,270
7	Your Financial Loss (not otherwise recoverable from Your financial institution) following the misuse of Your Bank Card by someone, other than an authorised person, provided the loss of such card is reported to the issuing financial institution and An Garda Síochána upon discovery of such loss.	€10,000
8	Damage , following theft or attempted theft, to any postal or franking machine, strongroom, safe or any container or waistcoat used for the carriage of Money , belonging to You or for which You are responsible.	The reasonable cost of repair.

Extensions applicable to Section 3

Unless stated to the contrary, the following Extensions to Section 3 automatically apply. Each Extension is subject to the Terms, Conditions, Exclusions of both this Section and the **Policy**, in addition to any other additional terms stipulated in connection with it.

1. Seasonal Increase

The **Limits of Liability** are doubled for the two weeks before and after the date of collection of school fees or the collection of any other financial contributions made by parents with regard to the funding of school activities.

2. Personal Accident Assault

Subject to the Special Conditions below, **We** will pay the appropriate amount to **You**, in accordance with the number of units of cover shown in the **Policy Schedule**, the benefits shown below if any **Insured Person**, whilst engaged in the **Business** and as a direct result of theft or attempted theft for which cover is provided by this Section, sustains **Personal Injury** during the **Period of Insurance**.

Contingency	Benefit per unit of cover
1. Death	€150,000
2. Loss of Limb or Loss of Sight	€150,000
3. Permanent Total Disablement	€150,000
4. Temporary Total Disablement	€450 per week for a maximum of 104 weeks in total which need not necessarily be consecutive.
5. Medical Expenses	€25,500

However, **We** will not pay the benefit if **Personal Injury** is sustained by any person under 16 years of age or the age of 80 years or over.

Special Conditions

- (i) **We** will not pay any Benefit due solely to inability to take part in sports or pastimes
- (ii) **We** will not pay interest on any amount paid under this Extension
- (iii) the amount payable per week for **Temporary Total Disablement** shall not exceed the **Insured Person's** pre-injury net weekly earnings from the **Business**. If the **Insured Person** is in receipt of income from any other sources following **Personal Injury** resulting in **Temporary Total Disablement**, **We** may reduce **Our** payments accordingly.
- (iv) benefit will not be payable for any one **Insured Person** for more than one of the following; Death, **Loss of Limb** or **Loss of Sight** or **Permanent Total Disablement** in consequence of the same occurrence of **Personal Injury**. Should a claim be paid under **Permanent Total Disablement** then all payments made under **Temporary Total Disablement** shall be deducted from the sum payable under **Permanent Total Disablement**.
- (v) on the happening of any occurrence giving rise to a claim under Death, **Loss of Limb** or **Loss of Sight** or **Permanent Total Disablement** this Extension shall thereafter cease to apply to that **Insured Person**
- (vi) no benefit shall be payable in respect of **Permanent Total Disablement** unless it has been proven, to **Our** satisfaction, to be permanent and without expectation of recovery.
- (vii) a **Deferment Period** of two weeks applies in respect of **Temporary Total Disablement**.

Section 4 - Theft by Employee Insurance

This Section is operative only if stated as such in the **Policy Schedule**.

Section 4 Insuring Agreement

We will indemnify **You**, up to the **Limit of Indemnity**, against

- (a) direct loss of **Property**, belonging to **You** or for which **You** are legally responsible, caused by any **Fraudulent Act**, committed within the **Territorial Limits** and during the **Period of Insurance** by any **Employee**
- (b) auditors' fees, necessarily and reasonably incurred, with **Our** written consent solely to substantiate the amount any loss
- (c) the reasonable cost of re-writing or amending software programs or systems where such re-writing or amending is necessary to correct the programs or amend the security codes following the fraudulent use of computer hardware or software programs or computer systems, the subject of a valid claim for which **We** have admitted liability

provided that in respect of (a) to (c) above

- 1. **Our** liability in respect of any **One Claim** shall not exceed the **Limit of Indemnity**
- 2. **Our** liability in respect of any one **Period of Insurance** shall not exceed the **Limit of Indemnity**
- 3. irrespective of the number of **Periods of Insurance** this insurance, or any succeeding insurance of a like nature, shall remain in force, **Our** liability shall not exceed the **Limit of Indemnity** and the **Limit of Indemnity** in respect of any **One Claim** shall be that applying at the time of the committing of the **Fraudulent Act** or, if a series of related acts, then the last in the series
- 4. where **We** are liable to indemnify more than one entity, the total amount payable by **Us** shall not exceed the **Limit of Indemnity**
- 5. **You** shall ensure that all **Your** books of accounts are audited at least annually by a suitably qualified person or persons

Section 4 Basis of Settlement

The amount payable by **Us** as indemnity shall be

- (a) in respect of **Securities**;
the actual cash value thereof at the close of business on the business day immediately preceding the day on which the loss was discovered or the actual cost of replacing the **Securities**, whichever is less
- (b) in respect of property other than **Securities**;
the actual cash value of such property or, at **Our** option, the actual cost of repairing such property or replacing same with property or material of like quality and value.

Extensions applicable to Section 4

Unless stated to the contrary, the following Extensions to Section 4 automatically apply. Each Extension is subject to the Terms, Conditions, Exclusions of both this Section and the **Policy**, in addition to any other additional terms stipulated in connection with it.

1. Previous Insurance

If this insurance immediately supersedes a Theft by Employee or Fidelity insurance effected by **You** (known as the Superseded Insurance) **We** will indemnify **You** in respect of any loss discovered during the continuation of this insurance, but committed during the continuation of the Superseded Insurance, if the loss is not recoverable thereunder solely because the **Period of Insurance** has expired

provided that

- (a) such insurance had been continuously in force from the time of the loss until inception of this Section
- (b) the loss would have been insured by this insurance had it been in force at the time of the loss
- (c) **Our** liability shall not exceed whichever is the lesser of
 - (i) the amount recoverable under the insurance in force at the time of the loss or
 - (ii) the **Limit of Indemnity** under this insurance

In any event, **Our** total liability in respect of any **One Claim** continuing through both the term of the Superseded Insurance and the continuation of this insurance shall not exceed the **Limit of Indemnity** applicable under this insurance.

Additional Exclusions applicable to Section 4

We will not be liable for

- (a) loss of interest, taxes, penalties, fines, damages or consequential loss of any kind
- (b) **Damage** to proprietary information, confidential processing methods, trade secrets, intellectual property or other confidential information of any kind

Section 5 – All Risks Insurance

This Section is operative only if stated as such in the **Policy Schedule**.

Section 5 Insuring Agreement

If, during the **Period of Insurance**, the **Property Insured** suffers insured **Damage** within the **Territorial Limits**, **We** will pay **You** the cost of reinstatement or, at **Our** option, reinstate or replace such **Property Insured**.

Our liability under this Section during any one **Period of Insurance** shall not exceed:

- (a) in respect of any one item, its **Sum Insured**
- (b) in respect of all **Damage**, the **Total Sum Insured**.

Section 5 Basis of Settlement

Subject to the Special Provisions below, **We** will pay **You** the cost of reinstatement being:

- (a) where the **Property Insured** is destroyed – the cost of replacement by similar property
- (b) where the **Property Insured** is damaged – the cost of repairing or restoring the damaged portions

all to a condition substantially the same but not better or more extensive than its condition when new.

Special Provisions

1. Partial Damage

Where **Damage** occurs to only part of the **Property Insured**, **Our** liability shall not exceed the amount which **We** would have been liable to pay had the **Property Insured** been wholly destroyed.

2. Reinstatement

- (a) If **We** elect or become bound to reinstate or replace any **Property Insured**, **You** must, at **Your** own expense, produce and give to **Us** all such plans, documents, books and information as **We** may reasonably require.
- (b) **We** shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner.

3. Underinsurance

If the **Sum Insured** shall, at the commencement of any **Damage**, be less than the value of the property covered, the amount payable by **Us** in respect of such **Damage** shall be proportionately reduced.

Additional Exclusions applicable to Section 5

We will not be liable for

- (a) **Damage** to any **Property Insured** that is caused by
 - (i) its own faulty or defective design or materials
 - (ii) inherent vice, latent defect, wear and tear or frost
 - (iii) corrosion, mildew, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin, pests or insects or atmospheric or climatic changes
 - (iv) change in temperature, colour, flavour, texture or finish
 - (v) mechanical or electrical breakdown or derangement
 but not such **Damage** or subsequent **Damage** which itself results from other **Damage** which is covered by this insurance
- (b) **Damage** to jewellery, precious stones, precious metals, bullion, furs, curiosities, works of art or rare books
- (c) **Damage** caused by alterations, maintenance, repairs or any process of cleaning or restoring to which the **Property Insured** is subjected
- (d) **Damage** caused by counterfeit, substitute or foreign coins
- (e) **Damage** to the contents of machines, unless such contents are specified in the **Policy Schedule**
- (f) **Damage** as a result of any person obtaining any **Property Insured** by deception
- (g) breakage of electrical valves, bulbs or tubes, unless forming part of the **Property Insured** and fixed therein and happening as a result of **Damage** to such **Property Insured**

- (h) theft of any **Property Insured** left unattended in the open
- (i) depreciation, consequential loss or consequential **Damage** of any kind or description
- (j) **Damage** to electrical plant or apparatus caused by self-ignition, but this exclusion shall only apply to that part of the electrical plant or apparatus in which self-ignition occurs
- (k) **Damage** to **Money** or **Securities** of any kind
- (l) **Damage** to **Property Insured** resulting from its undergoing any process of production, packing, treatment, testing, commissioning, servicing or repair
- (m) **Damage** caused by disappearance, unexplained or inventory shortage, misfiling or misplacing of information or by theft by any **Person Employed**
- (n) **Damage** to vehicles licensed for road use (including attached accessories), caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft
- (o) **Damage** directly or indirectly occasioned by or happening through or in consequence of riot or civil commotion elsewhere than within the Republic of Ireland or Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.
- (p) **Damage** due to theft or attempted theft while the **Property Insured** is in an unattended vehicle unless
 - (i) doors are locked, and windows, sunroofs and other openings are fully closed and properly fastened and other means of access to the vehicle, including the boot, are locked
 - (ii) the vehicle is in a locked garage or compound overnight
 - (iii) the **Property Insured** is concealed from view
 - (iv) in a locked glove compartment, locked boot or covered luggage compartment in a motor car or in an enclosed luggage area of a van or lorry
 - (v) any alarm system fitted to the vehicle is activated
 - (vi) entry to or access to the vehicle has been gained by forcible or violent means.

Section 6 - Computer Insurance

This Section is operative only if stated as such in the **Policy Schedule**.

Subsection 1 Property Damage

Subsection 1 Insuring Agreement

In the event of **Damage to Property** which occurs during the **Period of Insurance** and within the **Territorial Limits**, **We** will pay to **You** the value of the loss on the basis described in this Subsection.

Item 1 Equipment and Media

Computer Equipment, Auxiliary Computer Equipment and Computer Media.

Item 2 Portable Computer Equipment

Portable Computer Equipment.

Subsection 1 Limit of Liability

Our liability under this Subsection 1 shall not exceed

- (a) the Sums Insured stated in the **Policy Schedule** in respect of the item of **Property** described above at each **Covered Location**

and, in addition

- (b) the amounts shown in the Extensions of this Section

in respect of any one **Accident** or series of **Accidents** arising from one occurrence of **Damage**.

Subsection 1 Basis of Settlement

The amount payable under Subsection 1 shall be the cost of reinstatement of the **Damaged Property** to its condition when new, provided that:

- (a) reinstatement shall mean
 - (i) where the property is lost or damaged beyond economic repair – replacement by property having the nearest higher performance and/or capacity to the property lost or damaged
 - (ii) where the property is otherwise damaged – the cost of repairing or restoring the damaged portions to a working condition substantially the same as but no better than its condition when new
- (b) reinstatement shall be carried out without delay and in the most economical manner
- (c) where the property is damaged in part only **Our** liability shall not exceed the cost of reinstatement had it been wholly damaged
- (d) the amount payable shall not exceed the new replacement value of the property **Damaged**
- (e) if reinstatement is not carried out, the amount payable shall be the cost of indemnifying **You** provided that such cost does not exceed the cost of reinstatement
- (f) where **Damage** is confined to part of any piece of equipment **We** shall be liable for the value of that part plus the cost of any necessary dismantling and erection for which **You** are responsible.

Special Provisions applicable to Subsection 1

1. Underinsurance

If, at the time of **Damage**, the Sum Insured by any item, as stated in the **Policy Schedule**, is less than the sum representing 85% of its new replacement value, **You** shall be considered as being **Your** own insurer for the difference and shall bear a rateable share of the **Damage** accordingly.

Extensions applicable to Subsection 1

Unless stated to the contrary, the following Extensions to Subsection 2 automatically apply.

Each Extension is subject to the Terms, Conditions, Exclusions of both this Section and the **Policy**, in addition to any other additional terms stipulated in connection with it.

1. Additional Equipment

additions to Item 1 occurring during the **Period of Insurance**, at no additional charge, provided that their value is included in the next renewal declaration.

Subject to a maximum amount payable in any one **Period of Insurance** of €300,000 or 10% of the Total Sum Insured stated in the **Policy Schedule** for Item 1, whichever is less.

2. Debris Removal

costs and expenses necessarily and reasonably incurred by **You** in consequence of **Damage** to Item 1 in

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

The maximum payable in respect of any one **Accident** is €75,000 or 10% of the Total Sum Insured stated in the **Policy Schedule** for Item 1, whichever is less.

3. Emergency Repairs

the cost incurred by **You** in taking exceptional measures, that are reasonable, to avoid or reduce impending loss or **Damage** which would have resulted in a claim under this Subsection provided that

- (a) the impending **Damage** did not arise from any defect in the insured **Property**
- (b) the impending **Damage** did not arise from a reasonably foreseeable cause
- (c) the **Damage** would have been the natural outcome to be expected in the absence of the measures taken
- (d) **We** are satisfied that **Damage** which would have been insured under this Subsection has been avoided or reduced in consequence of the measures taken
- (e) **Our** liability shall not exceed the cost which would have been incurred had the measures not been taken and **Damage** insured by this Subsection had occurred.

4. Incompatibility of Computer Media

the cost of

- (a) the modification of **Computer Equipment** or
- (b) the replacement of **Computer Media** together with the restoration of data or software on such media

whichever is less, to achieve compatibility in the event that **Damage** to **Computer Equipment** results in undamaged **Computer Media** being incompatible with the replacement **Computer Equipment**.

The maximum amount payable in respect of any one incident of **Damage** is €75,000 or 10% of the Total Sum Insured stated in the **Policy Schedule** for Item 1, whichever is less.

5. Investigation Costs

the costs (including consultants' fees) incurred in consequence of **Damage** to property under Item 1, with **Our** prior consent, in conducting investigations and tests in respect of possible repair (whether or not successful), replacement or restoration options.

The maximum amount payable in respect of any one incident of **Damage** is €75,000 or 10% of the Total Sum Insured stated in the **Policy Schedule** for Item 1, whichever is less.

6. Recharging of Gas Cylinders

the cost of recharging gas cylinders installed solely for the protection of the insured **Property** and for which **You** are legally responsible following accidental discharge

but excluding discharge arising

- (a) during repairs or alterations to the building in which the cylinders are situated
- (b) during installation, repair, removal, alteration, extension or testing of all or part of the gas flooding system
- (c) during the operation of the gas flooding system with the intention of preventing or extinguishing fire.

The maximum amount payable in respect of any one incident of **Damage** is €75,000 or 10% of the Total Sum Insured stated in the **Policy Schedule** for Item 1, whichever is less.

7. Transit

Damage to **Computer Equipment**, **Auxiliary Computer Equipment** and **Computer Media** whilst in transit anywhere in the world.

The maximum amount payable in respect of any one incident of **Damage** is €75,000 or 10% of the Total Sum Insured stated in the **Policy Schedule** for Item 1, whichever is less.

Exclusions applicable to Subsection 1

We will not indemnify **You** for

1. Breakdown or Derangement

Damage to **Property** (other than desktop computers) caused by its own breakdown or derangement unless there is a **Maintenance Agreement** in force.

2. Guarantee or Maintenance Agreement

Damage recoverable under any guarantee or **Maintenance Agreement**.

3. Repair Costs

the cost of repairs undertaken without **Our** written consent except in urgent cases where it has been necessary to effect minor repairs or as provided for under Extension 3 (Emergency Repairs) of this Subsection.

Subsection 2 Additional Expenditure and Loss of Gross Revenue

Subsection 2 Insuring Agreement

If the operations of **Your Business** are interrupted or interfered with in consequence of an **Accident** occurring during the **Period of Insurance**, **We** will pay to **You** the amount of the loss resulting from such interruption or interference.

Subsection 2 Covers Provided

Subject to the Special Provisions below **We** will pay the following as indemnity:

Item 3 Recompilation of Data

The costs necessarily and reasonably incurred by **You** to reinstate data or software or replace third party propriety software, provided such costs result directly from an **Accident** during the **Period of Insurance**.

Item 4 Additional Cost of Working

The expenditure necessarily and reasonably incurred, during the **Indemnity Period**, to prevent or minimise the interruption of or interference with the work normally carried out by or on the **Computer Equipment**, in consequence of an **Accident** for which cover is provided by this Section, and which manifests itself during the **Period of Insurance**, but excluding any additional

expenditure more specifically described under Item 3 or Item 5.

Item 5 Loss of Gross Revenue

- (a) in respect of loss of **Gross Revenue**;
the amount by which the **Gross Revenue** during the **Indemnity Period** shall, in consequence of the **Accident**, fall short of the **Standard Gross Revenue**
- (b) in respect of Increase in Cost of Working;
the additional expenditure necessarily and reasonably incurred during the **Indemnity Period** for the sole purpose of avoiding or diminishing the loss of **Gross Revenue**, provided such expenditure shall not exceed the amount of the reduction in **Gross Revenue** thereby avoided provided that
 - (i) such loss arises in consequence of an **Accident** occurring during the **Period of Insurance** and for which cover is provided under Subsection 1 or Item 3 above
 - (ii) such loss or expenditure under this Item does not apply in respect of additional expenditure more specifically described under Item 3 or Item 4.

Subsection 2 Limit of Liability

Our liability, in the event of any one **Accident**, or series of **Accidents**, arising from the same occurrence of **Damage** shall not exceed, in addition to the amounts stated in the Extensions, the Total Sum Insured for each of Items 3, 4 and 5 as stated in the **Policy Schedule**.

Special Provisions applicable to Subsection 2

1. Savings

If any of the charges or expenses of the **Business** payable out of **Gross Revenue** shall cease or reduce in consequence of the **Damage** the amount of such savings during the **Indemnity Period** shall be deducted from the amount payable.

2. Underinsurance

If the Sum Insured by Item 5, as stated in the **Policy Schedule**, is less than the **Insurable Amount**, the amount payable shall be proportionately reduced.

Extensions applicable to Subsection 2

Unless stated to the contrary, the following Extensions to Subsection 2 automatically apply.

Each Extension is subject to the Terms, Conditions, Exclusions of both this Section and the **Policy**, in addition to any other additional terms stipulated in connection with it.

1. Accountants' Fees

professional accountants' fees necessarily and reasonably incurred for producing any particulars or any other proofs, information or evidence, as may be required by **Us**, and reporting that such particulars are in accordance with **Your** books of accounts or other business books or documents.

Subject to a maximum amount payable of €15,000 in respect of any one occurrence.

2. Additional Lease

additional lease or hire charges following **Damage to Computer Equipment**, if insured by Subsection 1, and arising out of the replacement of a lease or hire agreement for **Computer Equipment** by a new agreement for similar equipment, provided that the period in respect of which such charges shall be paid shall not extend beyond the expiry date of the original agreement, or two years, whichever is earlier.

Subject to a maximum amount payable in respect of any one occurrence of €75,000 or 10% of the Total Sum Insured stated in the **Policy Schedule** for Item 1, whichever is less.

Exclusions applicable to Subsection 2

We will not indemnify **You**

1. Electricity Supply

in consequence of failure or fluctuation of the supply of electricity directly or indirectly due to any of the following

- (a) a deliberate act not performed for the sole purpose of safeguarding life or protecting any part of the supply system
- (b) the inability of the supplier to maintain the supply system due to industrial action
- (c) a scheme of rationing not necessitated by **Damage** to the generating or supply distribution equipment.

2. Exclusion Period

during the first 48 hours following the occurrence of an **Accident** and for which a **Maintenance Agreement** is not in force.

3. Incorrect Storage of Computer Media

if **You** fail to comply with the manufacturers' recommendations relating to the storage of **Computer Media**.

4. Telecommunication Systems

in consequence of any telecommunications system directly or indirectly due to any of the following

- (a) the use by **You** of equipment which is not approved by the telecommunications supplier
- (b) failure of any satellite before it has obtained its full operating function or when it is in, or past, the final year of its design life
- (c) atmospheric solar or lunar conditions causing temporary interference with transmission to or from any satellite
- (d) the deliberate act of any telecommunications supplier to withhold or restrict operation of the system or the inability of the supplier to maintain the system due to industrial action.

5. Unproven Software

if **You** use software programs on which development has not been finalised or which have not passed all testing procedures and has not been successfully proven.

Exclusions applicable to Section 6

We will not indemnify You

1. Confiscation

in consequence of confiscation, nationalisation, requisition, destruction of or damage to **Property** by or under the order of any Government or public or local authority.

2. Consequential Loss

for liquidated damages or penalties, for delay or detention, or in connection with guarantees of performance or efficiency or any other form of consequential loss or damage not specifically provided for in this Section.

3. Inventory Losses or Unidentifiable Occurrence

in consequence of

- (a) disappearance or shortage only revealed when an inventory is made or
- (b) the **Property** being stolen or otherwise missing, unless such loss is identifiable by **You** with a specific occurrence which has been the subject of notification under the terms of **Policy** Condition 3 (Claims – **Your Duties**).

4. Pollution or Contamination

in consequence directly or indirectly caused by pollution or contamination.

This Exclusion shall not apply to costs arising from pollution or contamination which itself results from **Damage to Property** or **Corruption of Data** which is otherwise insured by this Section.

5. Programming Errors or Design Defects

for the cost of rectifying programming errors or design defects in software and any additional expenditure in consequence of such errors or defects.

This Exclusion shall not apply to additional expenditure consequent on **Corruption of Data** or other software caused by programming errors or design defects in any proprietary software.

6. Property in Unattended Vehicles

in consequence of theft or attempted theft while the insured **Property** is in an unattended vehicle unless

- (a) doors are locked, and windows, sunroofs and other openings are fully closed and properly fastened, and other means of access to the vehicle, including the boot, are locked
- (b) the vehicle is in a locked garage or compound overnight
- (c) the **Property** is concealed from view
 - (i) in a locked boot or covered luggage compartment in a motor car or
 - (ii) in an enclosed luggage area of a van or lorry
- (d) any alarm system fitted to the vehicle is activated.

7. Scratching

for scratching of painted or polished surfaces or screens unless accompanied by other insured **Damage** to the item.

8. Value of Data

for the value to **You** of data stored on insured **Property**.

9. Water Table Levels

in consequence of changes in the water table level solely.

10. Wear and Tear or Gradual Deterioration

in consequence of wear and tear or gradual deterioration due to atmospheric conditions or otherwise rust corrosion or oxidation.

Additional Conditions applicable to Section 6**1. Duplicate Records and Other Precautions**

You must

- (a) back up data records and update the records at least once every seven days
- (b) maintain up to date duplicate copies of software programs
- (c) store back up data records and up to date duplicate software programs away from the building where the original software programs and data are held
- (d) observe the recommendations of the manufacturer and/or supplier regarding the storage, verification and security of **Computer Media** and data therein
- (e) maintain the insured **Property** in good order and efficient operating condition
- (f) observe the instructions of the manufacturer and/or supplier for the use, operation, storage, transit and inspection of the insured **Property**.

2. Accountancy Interpretations

- (a) To the extent that **You** are accountable to the tax authorities for Value Added Tax all items in this Section shall be exclusive of such tax
- (b) For the purpose of any Definitions applying to this Section, where relevant, any adjustment implemented in current cost accounting shall be disregarded.

Section 7 – Employer’s Liability Insurance

This Section is operative only if stated as such in the **Policy Schedule**.

Section 7 Insuring Agreement

We will indemnify any **Person Entitled to Indemnity** in respect of any claim arising from an **Occurrence**, up to the **Limit of Indemnity**, against

- (a) their legal liability to pay damages in respect of **Bodily Injury** to any **Person Employed** caused within the **Territorial Limits**, and caused during the **Period of Insurance** and arising out of and in connection with the **Business**
- (b) their legal liability to pay claimant’s costs and expenses in connection with (a) above
- (c) all defence costs and expenses incurred, with **Our** prior written consent, in connection with (a) above.

All damages and costs and expenses expressed in (a), (b) and (c) above shall be included in the **Limit of Indemnity**.

Extensions applicable to Section 7

Unless stated to the contrary, the following Extensions to Section 7 automatically apply. Each Extension is subject to the Terms, Conditions, Exclusions of both this Section and the **Policy**, in addition to any other additional terms stipulated in connection with it.

1. Camps at Easter and Summer

We will indemnify **You**, in the manner described in Section 7 - Insuring Agreement, for **Your** legal liability arising out of or in connection with Easter and Summer school camps organised solely by **You**.

Provided that

- (a) **We** will not be liable for **Bodily Injury** caused by participation in any sport or by any **Hazardous Activity**
- (b) **You** ensure that trampolines, bouncy castle or other inflatable play equipment is erected by bona fide subcontractors who have provided **You** with evidence of current Public Liability insurance which covers such activity, indemnifies **You** as principal and contains a limit of indemnity of at least €6,500,000.
- (c) **You** ensure that
 - (i) where a stage or viewing platforms is owned or erected by **You** that a prior inspection of any stage and/or viewing platform is completed by and approval is received from a qualified engineer
 - (ii) where a stage or viewing platforms is owned or erected by a contractor, **You** have been provided with evidence of current Public Liability insurance which covers such activity, indemnifies **You** as principal and contains a limit of indemnity of at least €6,500,000.

2. Court Attendance Costs

We agree that, in the event of any of the undermentioned persons attending court as a witness at **Our** request, and in connection with a claim in respect of which **You** are entitled to indemnity, **We** will provide compensation to **You** at the following rates for each day on which attendance is required

- (a) any of **Your** board of management / governors, **Your** patron or trustees, officers or school principal: €750 per day
- (b) any **Employee**: €500 per day

3. Cross Liability

If more than one party is named as the **Insured** in the **Policy Schedule**, or other parties are entitled to indemnity by this **Policy**, this **Policy** shall apply as though each were insured separately, provided that **Our** total liability in respect of an **Occurrence** shall not exceed the **Limit of Indemnity** in respect of any or all parties entitled to be indemnified.

4. Indemnity to members of the Board of Management/Governors or Trustees or School Principals

In the event of any member of the board of management/governors or **Your** patron or trustees or any school principal making a claim against any **Person Entitled to Indemnity** under this Section arising from or connected with the **Business We** agree not to raise the defence that he/she is also the **Insured**.

5. Indemnity to Principals

We will indemnify any **Principal** in respect of legal liability for which **You** would have been entitled to indemnity under this **Policy** had the claim arising from an **Occurrence** been made against **You** provided always that

- (a) the **Principal** is not entitled to indemnity under any other policy
- (b) the **Principal** shall, as though they were **You**, observe, fulfil and be subject to the Terms, Definitions, Conditions, Exclusions, **Endorsements** and Limits of the **Policy** insofar as they can apply
- (c) **We** shall have the full conduct and control of all claims for which indemnity is provided by this Extension
- (d) nothing in this Extension will serve to increase **Our** liability to pay any amount in excess of the **Limit of Indemnity** and indemnity will apply in priority to **You**.

6. Personal Accident Cover

Subject to the Special Conditions below, **We** will pay the appropriate amount to an **Insured Person** the Benefits shown below if such **Insured Person**, in the course of their occupation in the **Business** sustains **Personal Injury** during the **Period of Insurance**.

Contingency	Benefit
Death	€150,000
Loss of Limb or Loss of Sight	€150,000
Permanent Total Disablement	€150,000
Temporary Total Disablement	€500 per week for a maximum of 104 weeks in total which need not necessarily be consecutive.
Medical Expenses	€25,500
Travel Expenses in connection with a Personal Injury	€2,000

However, **We** will not be liable for

- (a) **Personal Injury** sustained by any person under 16 years of age or the age of 80 years or over
 - (b) any existing physical or mental defect or infirmity or insanity
 - (c) the first €125 of each and every claim for **Medical Expenses**
 - (d) any consequences of attempted self-injury or use of intoxicants or drugs (unless under medical supervision)
- Personal Injury** that results from participating in a **Hazardous Activity**

Special Conditions applicable to this Extension

- (i) **We** will not pay any Benefit due solely to inability to take part in sports or pastimes
- (ii) **We** will not pay interest on any amount paid under this Extension
- (iii) the amount payable per week for **Temporary Total Disablement** shall not exceed the Insured Person's pre-injury net weekly earnings from the **Business**. If the **Insured Person** is in receipt of income from any other sources following **Personal Injury** resulting in **Temporary Total Disablement**, **We** may reduce **Our** payments accordingly.
- (iv) Benefit will not be payable for any one **Insured Person** for more than one of the following; death, **Loss of Limb** or **Loss of Sight** or **Permanent Total Disablement** in consequence of the same occurrence of **Personal Injury**. Should a claim be paid under **Permanent Total Disablement** then all payments made under **Temporary Total Disablement** shall be deducted from the sum payable under **Permanent Total Disablement**.
- (v) on the happening of any occurrence giving rise to a claim under Death, **Loss of Limb** or **Loss of Sight** or **Permanent Total Disablement** this Extension shall thereafter cease to apply to that **Insured Person**

- (vi) no benefit shall be payable in respect of **Permanent Total Disablement** unless it has been proven, to **Our** satisfaction, to be permanent and without expectation of recovery.
- (vii) a **Deferment Period** of two weeks applies in respect of **Temporary Total Disablement**.

7. Safety, Health and Welfare at Work Legislation

We will indemnify **You** against legal costs and expenses, incurred with **Our** written consent, in the defence of any action arising from any criminal proceedings and/or prosecution brought for a breach of Safety Health and Welfare at Work Act 2005 or amending legislation, which relates to an insured **Occurrence** committed or alleged to have been committed during the **Period of Insurance** and in the course of the **Business**, provided always that the indemnity so provided does not

- (a) provide for the payment of fines or penalties or prosecution costs
- (b) apply to any prosecution in respect of which no indemnity is provided by this **Policy**
- (c) apply to any **Excess** amount for which **You** are responsible.

The indemnity provided by this Extension does not serve to increase the **Limit of Indemnity** and is limited to €250,000 in any one **Period of Insurance**.

The indemnity provided by this Extension shall not apply cumulatively in respect of Section 7 and Section 8.

8. Unsatisfied Court Judgements

If a judgement for compensation or costs in respect of **Bodily Injury** sustained by any **Person Employed**, arising out of and in the course of employment or engagement with **You**, in connection with the **Business** and caused within the **Territorial Limits** during the **Period of Insurance**

- (a) is obtained by such **Person Employed** in any court situate within the Republic of Ireland against any person or corporate body domiciled or operating from premises within the Republic of Ireland and
- (b) remains wholly or partly unsatisfied six months after the date of such judgement

We will, if **You** so request, pay to the said **Person Employed** the amount of any such compensation and costs to the extent that they remain unsatisfied provided that

- (i) there is no appeal outstanding
- (ii) if any payment is made under the terms of this Extension, the **Person Employed** or the personal representative of the **Person Employed** shall assign the unsatisfied judgement to **Us**.

Additional Exclusions applicable to Section 7

We will not be liable for legal liability or defence costs and expenses

1. Airside

arising out of or in connection with activities undertaken **Airside**.

2. Asbestos

arising directly or indirectly or caused by or alleged to be caused by or contributed to, in whole or in part by or arising out of the manufacture of, mining of, use of, sale of, installation of, survey or investigation of, management of, removal of, distribution of asbestos products, asbestos fibres or asbestos dust or property or materials containing any of the foregoing, including, without limitation, all liability to pay claimants' or **Your** legal costs and expenses or any other costs and expenses, howsoever incurred, in the investigation, defence and/or settlement of any claim against **You** or in respect of any other inquest, inquiry, enforcement action, or proceedings in which **You** may be involved in relation to any of the foregoing.

3. Communicable Disease

in respect of any amount in excess of €6,500,000 (in total) in any one **Period of Insurance**, arising out of or in connection with a Communicable Disease.

For the purpose of this Exclusion Communicable Disease shall mean:

- a) Avian Influenza and/or Influenza A (H5N1) or any mutant variation thereof; or
- b) Swine Influenza and/or Influenza A (H1N1) or any mutant variation thereof; or
- c) Severe Acute Respiratory Syndrome (SARS) or any mutant variation thereof; or
- d) Atypical Pneumonia or any mutant variation thereof; or
- e) Covid-19 and/or SARS-CoV-2 or any mutant variation thereof; or
- f) any other disease which is declared, categorised, characterised, referred to or in any other way communicated as an epidemic or pandemic by the World Health Organisation or other governmental or quasi-governmental public health agency, entity or service that may make such declaration, categorisation, characterisation, reference or communication including any disease categorised as a Public Health Emergency of International Concern (PHEIC) declared by the Director General of the World Health Organisation
- g) any mental injury sustained or alleged to have been sustained by any threat of or fear of or in any other way arising from (whether actual or perceived) any disease described in (a) to (f) above.

4. Construction or demolition

works of a construction, demolition or structural alteration nature but this shall not apply to routine maintenance and upkeep.

5. Fines, penalties or exemplary damages

for any fine, penalty or punitive or exemplary damages and/or any order of prosecution costs awarded or made against **You**.

6. Jurisdiction

arising out of or in connection with any action for damages brought within countries states or territories which operate under the laws of the United States of America or Canada or from any order made anywhere in the world to enforce such judgement award or settlement either in whole or in part.

7. Offshore Work

arising out of or in connection with work undertaken **Offshore**.

8. Road Traffic Legislation

arising out of or in connection with any claim for which compulsory insurance cover or security is required under any Road Traffic Act legislation.

Additional Conditions applicable to Section 7

1. Working at Height Exceeding 7.5 Metres

It is a condition of this Section that, in respect of work at height exceeding 7.5 metres above ground/floor level, the **Person Employed** must

- 1. use fall arrest equipment consisting of a full body harness or similar device;
or
- 2. use a work positioning system that prevents a fall from height consisting of a waist belt, full body or chest harness, rope or web lanyard and connecting hook, carabiner or ring
and
undertake any roped access work in accordance with HSA regulations.

In any case, the **Person Employed** must

- (a) maintain a formal record of the equipment supplied to and received by them
- (b) ensure the equipment conforms to HSA/ISO standards.

This condition does not apply when the work area, including any access platform or scaffolding, has edge protection consisting of;

- (i) a main guard rail at least 91mm above the edge
- (ii) a toe board at least 150mm high
- (iii) an intermediate guard rail or other barrier so that there is no gap more than 470mm.

Section 8 - Public Liability Insurance

This Section is operative only if stated as such in the **Policy Schedule**.

Section 8 Insuring Agreement

We will indemnify any **Person Entitled to Indemnity** in respect of any claim arising from an **Occurrence**, up to the **Limit of Indemnity**, against

(a) their legal liability for damages in respect of

- (i) **Bodily Injury** to any person (other than a **Person Employed**)
- (ii) **Damage to Property**
- (iii) **Nuisance**
- (iv) **Trespass**

happening within the **Territorial Limits** and during the **Period of Insurance** and arising out of or in connection with the **Business**.

(b) all claimant's costs and expenses for which any **Person Entitled to Indemnity** is legally liable in connection with (a) above

(c) all defence costs and expenses incurred by any **Person Entitled to Indemnity**, with **Our** prior written consent, in connection with (a) above.

All damages and costs and expenses expressed in (a), (b) and (c) above shall be included in the **Limit of Indemnity**.

Extensions applicable to Section 8

Unless stated to the contrary, the following Extensions to Section 8 automatically apply. Each Extension is subject to the Terms, Conditions, Exclusions of both this Section and the **Policy**, in addition to any other additional terms stipulated in connection with it.

1. Camps at Easter and Summer

We will indemnify **You**, in the manner described in Section 8 - Insuring Agreement, for **Your** legal liability arising out of or in connection with Easter and Summer school camps organised solely by **You**

Provided that

- (a) **We** will not be liable for **Bodily Injury** caused by participation in any sport or by any **Hazardous Activity**
- (b) **You** ensure that trampolines, bouncy castle or other inflatable play equipment is erected by bona fide subcontractors who have provided **You** with evidence of current Public Liability insurance which covers such activity, indemnifies **You** as principal and contains a limit of indemnity of at least €6,500,000.
- (c) **You** ensure that
 - (i) where a stage or viewing platforms is owned or erected by **You** that a prior inspection of any stage and/or viewing platform is completed by and approval is received from a qualified engineer
 - (ii) where a stage or viewing platforms is owned or erected by a contractor, **You** have been provided with evidence of current Public Liability insurance which covers such activity, indemnifies **You** as principal and contains a limit of indemnity of at least €6,500,000.

2. Care, Custody and Control

Notwithstanding anything contained to the contrary in Exclusion 13 of Section 8 (Property in Care, Custody or Control), **We** will indemnify **You** for

- (a) **Damage** to the personal effects of any visitor or **Person Employed** but for not more than €1,300 in respect of any one visitor or **Person Employed**

- (b) **Damage** to buildings, including contents therein, temporarily occupied by **You**, or on **Your** behalf, for the purpose of carrying out work in connection with the **Business**
- (c) **Damage** to buildings (including contents therein) leased or rented by **You** in connection with the **Business** but excluding liability assumed under the terms of any tenancy agreement.

3. Car Park Liability

Notwithstanding anything contained to the contrary in Exclusion 13 of Section 8 (Property in Care, Custody or Control), the indemnity shall apply in respect of **Damage** to motor vehicles (including the contents therein) not belonging to or hired by **You** whilst such vehicles are within, entering or leaving the car parking area, provided always that **We** shall not be liable for **Damage** due to the movement of such vehicles by any **Person Employed**.

4. Contingent Motor Liability

Notwithstanding anything contained to the contrary in Exclusion 8 of Section 8 (Mechanically Propelled Vehicles), **We** will indemnify **You** against liability arising out of the use by any of **Your Employees** of any motor vehicle, that is not **Your** property, nor is it provided by **You**, whilst being used in the course of **Your Business**, provided always that **We** will not indemnify **You** against liability

- (a) in respect of **Damage** to any such motor vehicle or trailer carried in or on the vehicle or trailer
- (b) while the vehicle is being driven by an **Employee** who does not hold a licence to drive the vehicle
- (c) in respect of which **You** are entitled to indemnity under any other policy
- (d) in connection with any motor vehicle while being used outside the Republic of Ireland, Great Britain, Northern Ireland, the Channel Islands or the Isle of Man

For the purpose of this Extension, the term motor vehicle is deemed to include any machinery or apparatus attached thereto.

5. Court Attendance Costs

We agree that, in the event of any of the undermentioned persons attending court as a witness at **Our** request, and in connection with a claim in respect of which **You** are entitled to indemnity, **We** will provide compensation to **You** at the following rates for each day on which attendance is required

- (a) any of **Your** board of management / governors, **Your** patron or trustees, officers or school principal and, at **Your** request, any parent / teacher association or past pupil union I: €750 per day
- (b) any **Employee**: €500 per day

6. Cross Liability

If more than one party is named as the **Insured** in the **Policy Schedule**, or other parties are entitled to indemnity by this **Policy**, this **Policy** shall apply as though each were insured separately, provided that **Our** total liability arising from an **Occurrence** shall not exceed the **Limit of Indemnity** in respect of any or all parties entitled to be indemnified.

7. Employee Vehicles

We will reimburse any **Person Employed** for

- (a) the monetary value of their no claims bonus or discount forfeited up to a maximum amount payable of €2,000 per person and per **Occurrence**
- (b) the cost of **Damage** to (and costs of protection of and removal to the repairer) their private vehicle provided such costs are not otherwise recoverable and subject to a maximum amount payable of €25,000 per person and per **Occurrence**

following any **Occurrence** resulting from the use of his/her own vehicle in connection with the **Business** and happening within the **Territorial Limits** during the **Period of Insurance** provided always that the **Person Employed** has a valid insurance policy in place at the time of the accident in accordance with the Road Traffic Act 1961 or any amending legislation.

The indemnity provided by this Extension does not apply to

- (a) loss of use, depreciation, wear and tear, mechanical or electrical breakdown, failures or breakages or damage to tyres by application of brakes or by road punctures, cuts or bursts
- (b) **Damage** to any vehicle that is belonging to **You** or in **Your** custody or control.

8. Indemnity to Principals

We will indemnify any **Principal** in respect of legal liability for which **You** would have been entitled to indemnity under this **Policy** had the claim been made against **You** provided always that

- (a) the **Principal** is not entitled to indemnity under any other policy
- (b) the **Principal** shall, as though they were **You**, observe, fulfil and be subject to all of the Terms, Definitions, Conditions, Exclusions, **Endorsements** and Limits of the **Policy** insofar as they can apply
- (c) **We** shall have the full conduct and control of all claims for which indemnity is provided by this Extension
- (d) nothing in this Extension will serve to increase **Our** liability to pay any amount in excess of the **Limit of Indemnity** and indemnity will apply in priority to **You**.

9. Indemnity to Specified Parties

Subject to **Our** prior written approval, **We** will indemnify any specified party in respect of legal liability for which **You** would have been entitled to indemnity under this **Policy** had the claim been made against **You** provided always that

- (a) the specified party is not entitled to indemnity under any other policy
- (b) the specified party shall, as though they were **You**, observe, fulfil and be subject to all of the Terms, Definitions, Conditions, Exclusions, **Endorsements** and Limits of the **Policy** insofar as they can apply
- (c) **We** shall have the full conduct and control of all claims in respect of which indemnity is provided by this Extension
- (d) nothing in this Extension will serve to increase **Our** liability to pay any amount in excess of the **Limit of Indemnity** and indemnity will apply in priority to **You**.

10. Indemnity to members of the board of management / governors or trustees or school principals

In the event of any member of the board of management / governors or **Your** patron or trustees or any school principal making a claim against a **Person Entitled to Indemnity** under this Section arising from or connected with the **Business**, **We** agree not to raise the defence that he / she is also the **Insured**.

11. Mechanically Propelled Vehicles

Notwithstanding anything contained to the contrary in Exclusion 8 of Section 8 (Mechanically Propelled Vehicles) the indemnity provided by this **Policy** will apply to legal liability arising out of

- (a) the use of any mechanically propelled vehicle as a tool or plant
- (b) the use of plant at the premises of any **Person Entitled to Indemnity**
- (c) the loading or unloading of any mechanically propelled vehicle
- (d) the ownership possession or use of any semi-trailer or trailer (whether coupled or uncoupled to any vehicle)

except in circumstances where indemnity is provided by any motor insurance contract or where compulsory insurance or security is required by law.

12. Medication Administration

Notwithstanding anything contained to the contrary in Exclusion 9 of Section 8 (Medical Malpractice), **We** will indemnify **You** in respect of **Your** legal liability on the basis as provided in the Insuring Agreement of this Section arising out of or in connection with the

- (a) supply and / or administration by a **Person Employed** who is qualified nurse of drugs injections or medicines as prescribed by a qualified medical practitioner

- (b) supply and / or administration by a responsible adult of drugs or medicines as prescribed by a qualified medical practitioner
- (c) supply and / or administration of drugs or medicines which are available without prescription
- (d) taking of blood samples by qualified nursing staff as prescribed by a qualified medical practitioner

Provided that written consent is obtained from the parent/guardian of each student in receipt of such administration of drugs or medicines, injections or the taking of blood samples.

13. Medical Expenses /Transport Costs

We will reimburse **You** for any medical expenses or transport costs which **You** may incur (or which **We** may compassionately agree to bear) in consequence of **Bodily Injury** to any student of **Yours** as a result of an **Occurrence** happening in connection with the **Business**, within the **Territorial Limits** and during the **Period of Insurance**.

The maximum amount payable in respect of this Extension is €1,000 in respect of any one **Occurrence**.

You shall not disclose the existence of this Extension without **Our** consent.

14. Overseas Personal Liability

We will indemnify **You**, and if **You** so request, any of **Your** students or **Your** board of management / governors, **Your** patron or trustees, officers or school principal or **Persons Employed**, in respect of legal liability incurred in a personal capacity whilst engaged in non-manual **Business** trips in connection with the **Business** outside the **Territorial Limits** provided that

- (a) each party hereunder is not entitled to indemnity under any other policy
- (b) each party covered hereunder shall, as though they were **You**, observe, fulfil and be subject to, the Terms, Definitions, Conditions, Exclusions, **Endorsements** and Limits of the **Policy** insofar as they can apply
- (c) **We** shall have the full conduct and control of all claims in respect of which indemnity is provided by this Extension
- (d) nothing in this Extension will serve to increase **Our** liability to pay any amount in excess of the **Limit of Indemnity** and the indemnity will apply in priority to **You**
- (e) such loss does not arise out of the ownership of land or buildings.

15. Personal Liability of School Principals

We will indemnify any school principal residing in **Your** school property (including members of his/her household permanently residing with him/her) in the manner described in Section 8 - Insuring Agreement in respect of their legal liability incurred in a personal capacity as occupant of the property provided that

- (a) such person is not entitled to indemnity under any other policy
- (b) such persons shall, as though they were **You**, observe, fulfil and be subject to, the Terms, Definitions, Conditions, Exclusions, **Endorsements** and Limits of the **Policy** insofar as they can apply
- (c) **We** shall have the full conduct and control of all claims in respect of which indemnity is provided by this Extension
- (d) nothing in this Extension will serve to increase **Our** liability to pay any amount in excess of the **Limit of Indemnity** and the indemnity will apply in priority to **You**

16. Safety, Health and Welfare at Work Legislation

We will indemnify **You** against legal costs and expenses, incurred with **Our** written consent, in the defence of any action arising from any criminal proceedings and/or prosecution brought for a breach of Safety Health and Welfare at Work Act 2005 or amending legislation, which relates to an insured **Occurrence** committed or alleged to have been committed during the **Period of Insurance** and in the course of the **Business**, provided always that the indemnity so provided does not

- (a) provide for the payment of fines or penalties or prosecution costs
- (b) apply to any prosecution in respect of which no indemnity is provided by this **Policy**

- (c) apply to any **Excess** amount for which **You** are responsible

The indemnity provided by this Extension does not serve to increase the **Limit of Indemnity** and is limited to €250,000 in any one **Period of Insurance**.

The indemnity provided by this Extension shall not apply cumulatively in respect of Section 7 and Section 8.

17. Use of the Insured's premises by clubs, groups and organisations

The **Insurer** will indemnify any club, group or organisation using **Your** premises in respect of legal liability for which **You** would have been entitled had the claim been made against **You**, provided that

- (a) the club, group or organisation is not entitled to indemnity under any other policy
- (b) the club, group or organisation shall, as though it were **You**, observe, fulfil and be subject to the Terms, Definitions, Conditions, Exclusions, **Endorsements** and Limits of the **Policy**, insofar as they can apply
- (c) **We** shall have the full conduct and control of all **Claims** for which indemnity is provided by this Extension
- (d) nothing in this Extension will serve to increase the liability of the **Insurer** to pay any amount in excess of the **Limit of Indemnity** and indemnity will apply in priority to **You**
- (e) a register is maintained of all such clubs, groups or organisations availing of cover under this Extension.

18. Work Experience Placements

At **Your** request, **We** will indemnify any employer in respect of legal liability arising solely out of or in connection with their participation in student work experience placements arranged by **You** and for which **You** would have been entitled had the claim been made against **You**, provided always that

- (a) the employer shall, as though they were **You**, observe, fulfil and be subject to the Terms, Definitions, Conditions, Exclusions and Endorsements of the **Policy** insofar as they can apply
- (b) **We** shall have the full conduct and control of all claims for which indemnity is provided by this Extension
- (c) nothing in this Extension will serve to increase **Our** liability to pay any amount in excess of the **Limit of Indemnity** and indemnity will apply in priority to **You**.

19. Wrongful Arrest

We will indemnify **You** in respect of legal liability arising out of or in connection with **Wrongful Arrest** committed or alleged to have been committed during the **Period of Insurance** provided that

- (a) no indemnity is provided in respect of claims or legal actions made or brought against **You** by any **Person Employed**
- (b) no indemnity is provided in respect of claims arising out of any dishonest, fraudulent or criminal act of **Yours** or that of any **Person Employed**
- (c) no indemnity is provided in respect of claims arising out of any action taken in controlling, suppressing or preventing disturbances in connection with riots and/or civil commotion
- (d) no indemnity is provided in respect of claims arising out of any arrest made without proper cause or any arrest involving the use of unreasonable force.

The maximum amount payable in respect of this Extension in any one **Period of Insurance** is €100,000.

Additional Exclusions applicable to Section 8

We shall not be liable for legal liability or defence costs and expenses

1. Airside

arising out of or in connection with any activities undertaken **Airside**.

2. Asbestos

arising directly or indirectly or caused by or alleged to be caused by or contributed to, in whole or in part, by or arising out of the exposure to, manufacture of, mining of, use of, sale of, installation of, survey or investigation of, management of, removal of, distribution of or existence of asbestos products, asbestos fibres or asbestos dust or property or materials containing any of the foregoing, including without limitation, all liability to pay claimants' or **Your** legal costs and expenses or any other costs and expenses, howsoever incurred, in the investigation, defence and/or settlement of any claim against **You** or in respect of any other inquest, inquiry, enforcement action or proceedings in which **You** may be involved in relation to any of the foregoing.

3. Contractual Liability

assumed by **You** by any contract or agreement and which would not have attached in the absence of any such contract or agreement.

4. Defamation

arising out of or in connection with defamation.

5. Employer's Liability

arising out of or in connection with **Bodily Injury** sustained by any **Person Employed** and arising out of and in the course of such person's employment or service with **You**.

6. Fines, Penalties, Punitive or Exemplary Damages

for any fine, penalty or punitive or exemplary damages and/or any order of prosecution costs awarded or made against **You**.

7. Jurisdiction

arising out of or in connection with any action for damages brought within countries states or territories which operate under the laws of the United States of America or Canada or from any order made anywhere in the world to enforce such judgement award or settlement either in whole or in part.

8. Mechanically Propelled Vehicles

arising out of or in connection with the ownership, possession or use of any mechanically propelled vehicle by **You** or on **Your** behalf.

9. Medical Malpractice

arising out of or in connection with the provision of or failure to render any medical services (other than first-aid services) including, but not limited to, medical surgical or dental advice, treatment, diagnosis or prescription.

10. Offshore Work

arising out of or in connection with work undertaken **Offshore**.

11. Pollution and Contamination

caused by or arising out of or in connection with pollution or contamination unless the pollution or contamination is caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific moment in time and place during any **Period of Insurance**.

Provided that all pollution or contamination which arises out of one incident shall be considered for the purpose of this **Policy** to have occurred at the time such incident takes place.

12. Products

arising out of or in connection with any **Products**, other than food or beverages served for consumption on any of **Your** premises to which this **Policy** applies.

13. Property in Care, Custody or Control

arising out of or in connection with **Damage to Property**

- (a) belonging to **You**
- (b) in **Your** care, custody or control or that of any **Person Employed**
- (c) being that part of any **Property** on which **You** are or have been working, if that **Damage** results directly from such work.

14. Sexual Abuse

arising out of or in connection with

- (a) any actual, attempted or alleged conduct or contact of a sexual nature, including but not limited to, conduct or contact involving sexual gratification, discrimination, coercion, harassment or pressure of any kind
- (b) any actual or alleged failure by any **Person Entitled to Indemnity** to have sufficient or effective controls or supervision in place to prevent such acts.

15. Vessels or Craft

arising out of or in connection with the ownership, possession or use by **You**, or on **Your** behalf, of any vessel or craft designed to travel in or through water, air or space, other than watercraft less than 5 metres in length and with a maximum speed of 10 knots.

Section 9 - Products Liability Insurance

This Section is operative only if stated as such in the **Policy Schedule**.

Section 9 Insuring Agreement

We will indemnify any **Person Entitled to Indemnity** in respect of any claim arising from an **Occurrence**, up to the **Limit of Indemnity**, against

- (a) their legal liability for damages in respect of
 - (i) **Bodily Injury** to any person (other than a **Person Employed**)
 - (ii) **Damage to Property**

happening within the **Territorial Limits** and happening during the **Period of Insurance** and caused by **Products** sold or supplied by **You** in connection with the **Business** from within the Republic of Ireland, Northern Ireland, Great Britain, the Channel Islands or the Isle of Man.

- (b) all claimant's costs and expenses for which any **Person Entitled to Indemnity** is legally liable in connection with (a) above
- (c) all defence costs and expenses incurred by any **Person Entitled to Indemnity**, with **Our** prior written consent, in connection with (a) above.

All damages and costs and expenses expressed in (a), (b) and (c) above shall be included in the **Limit of Indemnity**.

Extensions applicable to Section 9

Unless stated to the contrary, the following Extensions to Section 9 automatically apply.

Each Extension is subject to the Terms, Conditions, Exclusions of both this Section and the **Policy**, in addition to any other additional terms stipulated in connection with it.

1. Court Attendance Costs

We agree that, in the event of any of the undermentioned persons attending court as a witness at **Our** request, and in connection with a claim in respect of which **You** are entitled to indemnity, **We** will provide compensation to **You** at the following rates for each day on which attendance is required

- (a) any of **Your** board of management / governors, **Your** patron or trustees, officers or school principal and, at **Your** request, any parent / teacher association or past pupil union: €750 per day
- (b) any **Employee**: €500 per day.

2. Cross Liability

If more than one party is named as the **Insured** in the **Policy Schedule**, or other parties are entitled to indemnity by this **Policy**, this **Policy** shall apply as though each were insured separately, provided that **Our** total liability arising from an **Occurrence** shall not exceed the **Limit of Indemnity** in respect of any or all parties entitled to be indemnified.

3. Indemnity to Principals

We will indemnify any **Principal** in respect of legal liability for which **You** would have been entitled to indemnity under this **Policy** had the claim been made against **You** provided always that

- (a) the **Principal** is not entitled to indemnity under any other policy

- (b) the **Principal** shall, as though it was **You**, observe, fulfil and be subject to all of the Terms, Definitions, Conditions, Exclusions, **Endorsements** and Limits of the **Policy** insofar as they can apply
- (c) **We** shall have the full conduct and control of all claims for which indemnity is provided by this Extension
- (d) nothing in this Extension will serve to increase **Our** liability to pay any amount in excess of the **Limit of Indemnity** and indemnity will apply in priority to **You**.

Additional Exclusions applicable to Section 9

We will not be liable for legal liability or defence costs and expenses

1. Aircraft, Motor and Watercraft Products

arising out of or in connection with any of **Your Products** which, to **Your** knowledge, are supplied for use or installation in any aircraft, aero spatial device, motor vehicle, hovercraft or watercraft.

2. Asbestos

arising directly or indirectly or caused by or alleged to be caused by or contributed to, in whole or in part, by or arising out of the exposure to, manufacture of, mining of, use of, sale of, installation of, survey or investigation of, management of, removal of, distribution of or existence of asbestos products, asbestos fibres or asbestos dust or property or materials containing any of the foregoing, including, without limitation, all liability to pay claimants' or **Your** legal costs and expenses or any other costs and expenses, howsoever incurred, in the investigation, defence and/or settlement of any claim against **You** or in respect of any other inquest, inquiry, enforcement action, or proceedings in which **You** may be involved in relation to any of the foregoing.

3. Contractual Liability

assumed by **You** by any contract or agreement and which would not have attached in the absence of any such contract or agreement.

4. Employer's Liability

arising out of or in connection with **Bodily Injury** sustained by any **Person Employed** and arising out of and in the course of such person's employment or service with **You**.

5. Fines, Penalties, Punitive or Exemplary Damages

for any fine, penalty or punitive or exemplary damages and/or any order of prosecution costs awarded or made against **You**.

6. Jurisdiction

arising out of or in connection with any action for damages brought within countries states or territories which operate under the laws of the United States of America or Canada or from any order made anywhere in the world to enforce such judgement award or settlement either in whole or in part.

7. Medical Malpractice

arising out of or in connection with the provision of or failure to render any medical services (other than first-aid services) including, but not limited to, medical surgical or dental advice, treatment, diagnosis or prescription.

8. Pollution and Contamination

caused by or arising out of or in connection with pollution or contamination unless the pollution or contamination is caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific moment in time and place during any **Period of Insurance**.

Provided that all pollution or contamination which arises out of one incident shall be considered for the purpose of this **Policy** to have occurred at the time such incident takes place.

9. Product Efficacy

arising out of or in connection with the failure of any **Product** to perform its intended function.

10. Product Repair, Recall or Guarantee

arising out of or in connection with expenditure, whether incurred by **You** or others, for the withdrawal, recall, disposal, removal, repair, adjustment, alteration, reconditioning, replacement or reinstatement of any **Product** or part thereof and/or from **Financial Loss** consequent upon the necessity for such withdrawal, recall, disposal, removal, repair, adjustment, alteration, recondition, replacement or reinstatement.

11. Product Subrogation Rights

arising out of or in connection with any claim for **Products** where **You** have contractually agreed that **You** cannot exercise **Your** rights of recovery against **Your** supplier or any other party.

12. Professional Services

arising out of or in connection with any remedial or professional or other advice, design or specification or treatment (other than medical first-aid treatment) provided for a fee or in circumstances where a fee would normally be charged.

13. Pyrite

arising out of or in connection with any pyrite related chemical reaction or process.

14. USA and/or Canada Exports

arising out of or in connection with **Products** exported directly or indirectly to the United States of America and/or Canada and/or their possessions or protectorates.

Policy Conditions

The following conditions apply to the **Policy** unless stated to the contrary below.

1. Alteration of Risk and Interest

- (a) **You** must tell **Us** in writing immediately if there is an alteration to the risk that would result in the risk no longer reflecting that which was represented to, assessed and accepted by **Us** when this contract of insurance was effected.
- (b) This **Policy** shall cease immediately if and when the **Business** is wound up or carried on by a liquidator or a receiver or is permanently discontinued
- (c) Unless agreed otherwise in writing by **Us**, cover under this **Policy** shall automatically cease if, during the **Period of Insurance**, **You**, other than by death, cease to have a factual expectation of either
 - (i) an economic benefit from the preservation of the subject matter, or
 - (ii) an economic loss on its destruction, damage or loss.

2. Cancellation

We may, at **Our** absolute discretion, cancel this **Policy** by sending fourteen days written notice, by way of registered post, to **You**, at **Your** last known address, and/or to **Your** insurance intermediary. In such event **You** will be entitled to a refund of any paid premium for the unexpired **Period of Insurance**.

You may cancel this **Policy** by advising **Us**, in writing, and cancellation will be effective from the date of receipt of **Your** instructions.

If **You** cancel **Your Policy** within the first fourteen days of **Your** contract, **We** will refund any paid premium for the unexpired **Period of Insurance**, provided there has been no claim notified nor are **You** aware of any circumstance which will likely lead to a claim during the current **Period of Insurance**.

If **You** cancel **Your Policy** at any other time, **We** will refund any paid premium for the unexpired **Period of Insurance**, subject to

- (a) no claim having been notified and **You** not being aware of any circumstances which will likely lead to a claim during the current **Period of Insurance** and
- (b) any **Minimum Premium** requirement.

3. Claims – Your Duties

Applicable to all Sections.

You shall fully co-operate with **Us** and/or **Our** legal representative in the conduct of any claim.

Applicable to Sections 1, 2, 3 (other than Personal Accident Assault Extension) 5 and 6 only.

In the event of any **Occurrence** giving rise to a claim, **You** must

- (a) notify **Us** as soon as reasonably possible
- (b) give notice as soon as reasonably possible to the relevant police authority in respect of **Damage** caused by malicious persons or thieves
- (c) carry out and permit to be taken any action required to
 - (i) prevent further **Damage** or loss or additional expenditure
 - (ii) minimise or eliminate any interruption of or interference with the **Business**
 - (iii) avoid or diminish the loss
- (d) as soon as reasonably possible after discovery, remedy any defect or danger
- (e) within 30 days (or 7 days in the case of **Damage** by riot, civil commotion, strikers, locked-out workers or persons taking part in labour disturbances or malicious persons) provide **Us** with
 - (i) all information and help **We** reasonably require in respect of the claim

- (ii) where requested by **Us**, and at **Your** expense, written details of **Your** claim containing as much information as possible about the **Occurrence** and the **Damage**
- (iii) such business books, documents, proofs, information, explanation or other evidence which **We** may reasonably require for investigating or verifying the claim
- (f) provide to **Us**, if required, a statutory declaration of the truth of the claim and of any related matters.

Applicable to Section 3 Extension 1 and Section 7 – Extension 5 only (Personal Accident Extensions).

In the event of any **Occurrence** giving rise to a claim,

- (a) **You** must provide **Us**, at **Your** expense, with all detailed particulars, certificates and evidence required by **Us**
- (b) any **Person Insured** must, as often as required by **Us**, submit to medical examination, at **Our** expense, in connection with any claim.

Applicable to Section 4 only.

On the discovery of any act which may give rise to a claim, **You** must

- (a) report as soon as reasonably possible in writing to **Us** (whether it is intended to make a claim or not)
- (b) notify the relevant police authority as soon as reasonably possible and take all steps possible to recover the lost **Property** and to prevent further losses
- (c) within thirty days after the discovery, or such additional time as **We** may in writing agree, provide **Us**, at **Your** own expense, with full details of any claim and give all evidence, information, proofs and assistance as **We** may require.

Applicable to Sections 7, 8 and 9 only.

In the event of an **Occurrence** giving rise to a claim, **You** must

- (a) give, as soon as reasonably possible, notice to **Us** of
 - (i) any claim made against **You** or any **Occurrence**, circumstance or event giving rise to, or likely to give rise to, a claim against **You**
 - (ii) the receipt or indication from any person of an intention to hold **You** responsible for any claim
- (b) forward to **Us**, as soon as reasonably possible, and unanswered, every letter, writ, application to the Personal Injuries Assessment Board (PIAB), summons and process and any other communications from third parties in relation to any circumstance or **Occurrence** which may give rise to a claim under this **Policy**
- (c) give **Us** notice, as soon as reasonably possible, when **You** have knowledge of any prosecution, inquest or fatal proceedings or civil proceedings in connection with any **Occurrence** or claim for which there may be liability under this **Policy**
- (d) not admit or deny liability nor make any offer, compromise, promise or payment, enter any agreement or give any undertaking in respect of a claim without **Our** written consent
- (e) provide to **Us**, if required, a statutory declaration of the truth of the claim and of any related matters.

4. Claims – Our Rights

We will be entitled

- (a) on the happening of any **Damage** to the **Property Insured** to enter, take and keep possession of the **Buildings** where the **Damage** has happened, to take and keep possession of the **Property Insured**, and to deal with the salvage in a reasonable manner without thereby incurring any liability and without diminishing **Our** right to rely on any conditions of this **Policy**. This **Policy** shall be proof of leave and licence for such purpose
- (b) to any property, for the loss of which a claim is paid hereunder, and **You** will execute all such assignments and assurances of such property as may be reasonably required, but **You** shall not be entitled to abandon any property to **Us**
- (c) in respect of **Damage** by oil, if insured, to select experts or contractors from **Our** own panel and the retention or engagement of experts or contractors (other than those carrying out emergency works) will at all times be subject to **Our** approval at **Our** discretion

- (d) to take over and conduct, in **Your** name or the name of any other party to whom indemnity is provided under the **Policy**, the defence or settlement of any claim and, where legally permitted, to take proceedings at **Our** own expense and for **Our** own benefit to recover compensation or secure indemnity from any third party in respect of any **Occurrence** insured by this **Policy**. Any claimant for whom indemnity is provided under this **Policy** shall, at **Our** request and expense, take or permit to be taken all necessary steps for enforcing rights against any other party in **Your** name before or after **We** make any payment
- (e) where **We** agree to pay **You** under Section 1, to make staged payments as works progress and to withhold final payment until the repair, replacement or reinstatement work is complete, the final invoice is submitted and, if required, the final inspection is completed by **Us** or **Our** representatives. The percentage of final payment withheld will not exceed
 - a. where the claim settlement amount is less than €40,000 – 5% of the overall settlement amount
 - b. where the claim settlement amount is €40,000 or more - 10% of the overall settlement amount.

5. Discharge of Liability (Applicable to Sections 7, 8 & 9 only.)

We may, at any time, pay to **You**, the **Limit of Indemnity** (less any damages, claimant's costs and expenses or defence costs already incurred by **Us**) or any lesser amount for which any claim arising from an **Occurrence** can be settled and, upon such payment, **We** shall be under no further liability in connection with such claim.

6. Dispute Resolution

All matters of difference between the **Insured** and the **Insurer** arising out of or in connection with this insurance, including any dispute regarding the existence of this **Policy** or any conflict of interest, or disclaimer of liability or indemnity, will be referred, in the first instance, to Mediation. However, it is noted and agreed that Mediation is a voluntary process which may be declined by either the **Insured** or the **Insurer**.

- 1) If Mediation is agreed upon:
 - (a) The difference, dispute or disclaimer of liability or indemnity must be referred to Mediation within 12 months of it so arising. Otherwise, any claim made of the **Insurer** by the **Insured** shall be deemed to be abandoned absolutely and irrevocably by the **Insured** and shall not be recoverable thereafter.
 - (b) If the choice of a Mediator willing and available to accept appointment cannot be agreed between both parties within 30 days of the referral to Mediation, then both parties will accept a Mediator nominated by the Irish Commercial Mediation Association.
 - (c) If the matter in dispute is not resolved through Mediation the dispute or difference arising shall be referred to Arbitration within 30 days of the holding of the Mediation.
- 2) If Mediation is not agreed upon:
 - (a) All matters of difference between the **Insured** and the **Insurer** arising out of or in connection with this insurance, including any dispute regarding the existence of this **Policy** or any conflict of interest, or any disclaimer of liability or indemnity, will be referred to Arbitration.
 - (b) The difference, dispute or disclaimer of liability or indemnity must be referred to Arbitration within 12 months of it so arising. Otherwise, any claim made of the **Insurer** by the **Insured** shall be deemed to be abandoned absolutely and irrevocably by the **Insured** and shall not be recoverable thereafter.

In either case:

- (i) If the choice of an Arbitrator willing and available to accept appointment cannot be agreed between both parties within 30 days, the President for the time being of the Incorporated Law Society of Ireland will be asked to make such an appointment.
- (ii) The decision of the Arbitrator shall be final and binding on the **Insured** and **Insurer**.

7. Excess (Applicable to Sections 7, 8 and 9 only.)

If requested by **Us**, any **Excess** amount (or any lesser expenditure that **We** may require) must be lodged by **You** to **Us**.

8. Fire Precautions (Applicable to Sections 1 and 6 only.)

You must

- (a) maintain all firebreak doors and shutters within **Your** custody or control in efficient working order and keep them free from obstruction at all times
- (b) inspect all fire extinguishing appliances in accordance with the manufacturer's / installer's instructions for the purpose of ascertaining that they are, in all respects, maintained in proper working order
- (c) maintain, during the currency of this **Policy**, a maintenance contract providing annual inspection with an installer or supplier of approved equipment.

9. Fraudulent Claims

If any insured party makes a claim under this **Policy** which omits information of a material nature and/or contains information that is false or misleading in any material respect and that insured party either

- (a) knows that information of a material nature has been omitted; and/or
- (b) knows that such information is false or misleading; and/or
- (c) consciously disregarded whether such information is false or misleading

then **We** shall be entitled to refuse to pay that claim. **We** shall also be entitled to terminate this **Policy** with effect from the date of the submission of the fraudulent claim.

10. Governing Law

The interpretation of this **Policy**, or any issue relating to its construction, validity or operation, is governed by the laws of the Republic of Ireland. The parties agree, subject to Condition 6 (Dispute Resolution), to submit to the exclusive jurisdiction of the Courts of the Republic of Ireland.

11. Limits of Liability

All **Sums Insured**, **Total Sums Insured**, **Limits of Indemnity**, **Limits of Liability** or any other restrictions on the amount of **Our** liability will apply as maximum limits to **Our** liability irrespective of the number of persons entitled to indemnity under this **Policy**.

12. Non-Disclosure or Misrepresentation

Any questions **We** ask **You** are important and **Your** answers will inform **Our** assessment and acceptance of the proposed risk and the calculation of the premium to be charged. **You** have a duty to answer all questions honestly and with reasonable care.

At renewal, **We** may provide **You** with details of information that **You** have previously disclosed and ask **You** to update that information. Where **You** do not provide any new information to **Us**, and **You** pay the renewal premium, it is presumed that the information previously provided has not changed.

In the event of a fraudulent misrepresentation made by **You**, or on **Your** behalf, **We** will be entitled to avoid this insurance contract resulting in the cancellation of the **Policy** and non-payment of claims.

Any other misrepresentation made by **You**, or on **Your** behalf, other than one made innocently, will entitle **Us** to take proportionate action to reflect what **We** would have done had **We** been aware of the full facts.

Proportionate action could include changes to the **Policy** terms and conditions or a reduction on the amount **We** pay in respect of a claim to reflect the higher premium that would otherwise have been charged.

In certain circumstances, **We** may be entitled to avoid this insurance contract resulting in the cancellation of the policy and non-payment of claims.

If **Your Policy** is avoided or cancelled by **Us**, this may result in **You** having difficulty in trying to purchase insurance elsewhere. A failure to have property insurance in place could lead to a breach of the terms and conditions attaching to any loan secured on your property.

13. Observance of Term and Conditions

All parties insured by this Policy must observe and fulfil the Terms, Conditions and **Endorsements** of the **Policy** insofar as they relate to anything to be done or complied with by them.

14. Other Insurance

Applicable to Section 4 only

If at the time of loss of **Property**, or at the time a claim for **Property** arises, **You** are or, but for the existence of this insurance would be, entitled to indemnity under any other insurance or to recovery under any guarantee or indemnity fund, **We** shall not be liable except in respect of any excess beyond the amount which would have been payable under such other insurance, guarantee or fund had this insurance not been effected.

Applicable to Sections 7, 8 and 9 only.

This **Policy** does not cover liability which forms the subject of insurance by any other policy not issued by **Us**, except in respect of any excess beyond the limit of indemnity which would have been payable under such other policy had this **Policy** not been effected.

Applicable to all Sections other than Sections 4, 7, 8 and 9.

If at the time of **Damage**, there is any other insurance effected by **You** or on **Your** behalf covering any loss insured by this **Policy** **Our** liability shall be limited to **Our** rateable proportion of such loss.

If any other such insurance is subject to any provision whereby it is excluded from ranking concurrently with this insurance, either in whole or in part, or from contributing rateably, **Our** liability shall be limited to that proportion of the **Damage** which the sum insured under this insurance bears to the value of the property.

Applicable to all Sections

Where liability forms the subject of insurance by more than one Section of this **Policy**, or by any other policy provided to **You** by **Us**, **We** shall have the right to determine which Section of this **Policy** or which other policy provided to **You** by **Us** will solely respond.

15. Policy Interpretation

In this **Policy**

- (a) the singular includes the plural and vice versa
- (b) words importing a gender include every other gender
- (c) references made to any act or law include any rules or regulations promulgated thereunder and any re-enactment, replacement, amendment or modification thereof, in whole or in part and whether before or after the date of this insurance
- (d) the titles of paragraphs, sections, provisions or **Endorsements** of or to this **Policy** are intended for convenience and reference and are not deemed in any way to limit or expand the provisions to which they relate, and they are not part of the **Policy**.

16. Premium Adjustment

If any part of the premium is based on estimates provided by **You**, **You** must keep an accurate record of all relevant details, and **You** must allow **Us** to inspect such record.

Within one month following the expiry of each **Period of Insurance** **You** must provide **Us** with such information as **We** require.

The premium will then be adjusted, and the difference paid by **You** or refunded to **You**, unless stated to the contrary as a **Minimum Premium**.

17. Reasonable Precautions

You must, at **Your** own expense, take all reasonable steps to prevent **Occurrences** and to minimise **Damage** or **Bodily Injury** or **Personal Injury** including but not limited to

- (a) maintain **Your Premises** and all ways, works, machinery, plant and vehicles in sound condition and repair
- (b) as soon as reasonably possible make good any defect or danger **You** discover
- (c) comply with all statutory or other obligations and regulations applied by any authority
- (d) exercise care in the selection, hiring, retention, placement, training and supervision of **Employees**.

18. Security and Risk Precautions

Not applicable to Sections 4, 7, 8 or 9.

Whenever the **Premises** are left unattended, **You** must ensure that

- (a) all **Your** external locks, bolts and other protective devices are in full and effective operation
- (b) any keys, if left on the **Premises**, be stored in a locked safe, the keys to which are themselves removed from the **Premises**
- (c) all safes and/or strong rooms are locked.

If **We** have been advised that **Your Premises** is/are protected by a fire alarm and/or an **Intruder Alarm System**, **You** must

- (d) not leave the **Premises** unattended unless the fire alarm and/or **Intruder Alarm System** is set in its entirety and, where the equipment permits, any alarm receiving centre to which the fire alarm and/or **Intruder Alarm System** is connected has acknowledged the setting signal
- (e) maintain the fire alarm and/or the **Intruder Alarm System** in full and effective working order under a contract to provide both corrective and preventive maintenance with the installer or other contactor agreed by **Us** in writing
- (f) not replace, extend or otherwise alter the fire alarm and/or **Intruder Alarm System**, where applicable, without obtaining **Our** written agreement in advance
- (g) notify **Us** as soon as reasonably possible if **You** receive confirmation that An Garda Síochána or other police authority may be withdrawing response to alarm calls
- (h) not vary or remove any security or risk precautions in force at the **Premises** and disclosed to **Us** without **Our** prior written consent
- (i) keep in full operation and maintained throughout the **Premises**, any security or risk protection in force at the inception of this **Policy**.

19. Survey and Risk Improvement

We, or such representative as **We** may designate, will be permitted, but not obligated, to survey the **Premises** and operations at any time, giving reasonable notice.

Neither **Our** right to survey, nor the making thereof, nor any report thereon, will constitute an undertaking on **Your** behalf or for **Your** benefit or the benefit of others to determine or warrant that such property or operations are safe.

If this insurance has been issued or renewed subject to **Us** completing a survey of any of the **Premises** then, pending completion of that survey, cover is provided by **Us** based on the Terms, Definitions, Conditions, Provisions, **Endorsements** and Exclusions as specified in the **Policy** and in the pre-contractual information presented by **You** or on **Your** behalf and agreed by **Us**.

In the event that a survey subsequently shows that a risk or any part of it is not satisfactory, in **Our** opinion, then **We** reserve the right to either alter the Terms and Conditions of the cover or to suspend or withdraw cover from the date that cover was incepted or renewed or for any other period specified by **Us**.

You must comply with all survey risk improvement requirements within the specified timescales. If a risk improvement requirement is not completed, or risk improvement procedures are not introduced within the

specified timescale, **We** reserve the right to either continue cover subject to alteration of the Terms and Conditions applying or to suspend or withdraw cover effective

- (a) from the date cover was incepted or renewed; or
- (b) from the expiry of any time period specified by **Us** for completion of the required survey improvements;
or
- (c) from any other period specified by **Us**.

Policy Exclusions

The following Exclusions apply to the **Policy** unless stated to the contrary below.

1. Communicable Diseases

Applicable to Sections 1, 2, 3, 4, & 5 only

We will not be liable for 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.

However, subject to the other Terms, Conditions and Exclusions of the **Policy**, the **Policy** will cover physical damage to **Property Insured** where such physical damage is directly caused by or arising from any of the following perils: fire, lightning, explosion, aircraft or vehicle impact, falling objects, windstorm, rainstorm, hail, tornado, cyclone, typhoon, hurricane, earthquake, seaquake, seismic and/or volcanic disturbance/eruption, tsunami, flood, freeze, ice storm, weight of snow or ice, avalanche, meteor/asteroid impact, landslip, landslide, mudslide, bush fire, forest fire, riot, riot attending a strike, civil commotion, vandalism and malicious damage.

For the purpose of this Exclusion, Communicable Disease shall mean any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- (a) 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
- (b) 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
- (c) 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.

Applicable to Section 6 only

We will not be liable for 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.

For the purpose of this Exclusion, Communicable Disease shall mean any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- (a) 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
- (b) 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
- (c) 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.

2. Electronic Risks

Applicable to Sections 1,2,3,4 and 5 only.

The **Policy** excludes any loss, damage, liability, claim, cost or expense directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with a **Cyber Incident**.

However, this Exclusion shall not apply to **Damage** which is caused by a **Defined Peril**, including business interruption resulting therefrom, directly occasioned by a **Cyber Incident**. Nevertheless, any loss, damage,

destruction, distortion, erasure, corruption or alteration of **Electronic Data** only, directly occasioned by the **Cyber Incident** alone, shall not be recoverable hereunder nor be considered as **Damage**.

Applicable to Section 6 only.

This insurance excludes any claim directly or indirectly caused by or occasioned by or arising from or in consequence of any **Virus or Similar Mechanism** or **Hacking**.

Applicable to Sections 7, 8 and 9 only.

We will not be liable for legal liability or any defence costs and expenses arising directly or indirectly out of

- (a) loss of, alteration of, damage to or a reduction in the functionality, availability or operation of any computer system, hardware program, software, data, information, information repository, microchip, integrated circuit or similar device in computer equipment or non-computer equipment
- (b) programming or operator error, whether by **You** or any other person
- (c) **Virus or Similar Mechanism**
- (d) **Hacking**
- (e) failure of external networks.

Definitions applicable to this Exclusion

Cyber Incident shall mean;

- (a) unauthorised or malicious acts regardless of time and place, or the threat or hoax thereof;
- (b) **Virus or Similar Mechanism**;
- (c) programming or operator error whether by **You** or any other person or persons;
- (d) any unintentional or unplanned – wholly or partially - outage of **Your Computer System** not directly caused by physical **Damage**;
- (e) **Hacking**

affecting access to, processing of, use of or operation of any **Computer System** or any **Electronic Data** by any person or group of persons.

Computer System shall mean any computer, hardware, information technology and communications system or electronic device, including any similar system or any configuration of the aforementioned and including any associated input, output or **Electronic Data** storage device, networking equipment or back up facility.

Denial of Service Attack shall mean 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**, including but 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 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 programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

Virus or Similar Mechanism shall mean any programme code, programming instruction or other set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programmes, data files or operations (whether involving self-replication or not), including but not limited to Virus, Trojan Horses, Worms, Logic Bombs or **Denial of Service Attacks**.

3. Excess

We will not be liable for the amount of any **Excess**.

4. Gradual Deterioration (not applicable to Section 6)

Damage caused by, consisting of or attributable to gradual deterioration and/or any gradual operating cause or process.

5. Marine (Applicable to Section 1 only.)

The insurance provided by Section 1 does not apply in respect of **Damage** to property which, at the time of its happening, is insured by or would but for the existence of this **Policy** be insured by any marine policy or policies, except in respect of any excess beyond the amount which would have been payable under the marine policy or policies had this insurance not been effected.

6. More specific insurance

We shall not indemnify **You** against any loss, expense, claim, **Damage** or legal liability that is more specifically insured under any other policy by **You** or on **Your** behalf. Where more than one Section of this **Policy** or any other policy provided by **Us** may operate, **We** shall have the right to determine which is the more specific insurance in such instance.

7. Pollution and Contamination (Applicable to Sections 1, 2, 5 and 6 only.)

The insurance provided by Sections 1, 2, 5 and 6 does not apply to **Damage** or consequential loss caused by pollution or contamination except, unless otherwise excluded, **Damage** to the **Property Insured** caused by

- (a) pollution or contamination which itself results from fire, lightning, explosion, impact of aircraft, vehicle impact, accidental escape of water or oil from any tank apparatus or pipe, riot, civil commotion, malicious damage, storm, hail, flood, inundation, earthquake, tsunami, freeze, landslide, subsidence, pressure of snow, avalanche or volcanic eruption; or
- (b) fire, lightning, explosion, impact of aircraft, vehicle impact, accidental escape of water or oil from any tank apparatus or pipe, riot, civil commotion, malicious damage, storm, hail, flood, inundation, earthquake, tsunami, freeze, landslide, subsidence, pressure of snow, avalanche or volcanic eruption which itself results from pollution or contamination.

8. Radioactive Contamination

This **Policy** excludes any

- (a) claim, injury or damage to any property whatsoever or any loss or expenses whatsoever resulting or arising therefrom or any consequential loss
- (b) any legal liability directly or indirectly caused by or contributed to by or arising from
 - (i) ionising radiations from, or contamination by, radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
 - (ii) the radioactive toxic explosive or other hazardous or contaminating properties of any nuclear installation reactor or other nuclear assembly or nuclear component thereof
 - (iii) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

9. Sonic Bangs (Applicable to Sections 1, 2, 3, 4, 5 and 6 only.)

This **Policy** excludes damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

10. War or Terrorism

This **Policy** excludes any claim, liability, damage or expense, of whatsoever nature, directly or indirectly caused by, resulting from or in connection with any of the following, regardless of any other cause or event contributing concurrently or in any other sequence to the loss

- (a) war, invasion, act of foreign enemy hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power or confiscation or nationalisation or requisition or damage to property by or under the order of any Government or local authority
- (b) any act of **Terrorism** including

- (i) any claim, damage, cost or expense of whatsoever nature, directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of **Terrorism**
- (ii) regardless of any contributory causes, any claim, damage, cost or expenses directly or indirectly arising out of biological, nuclear or chemical contamination due to any act of **Terrorism**

If **We** allege that, by reason of this Exclusion, any **Occurrence** is not covered by this **Policy**, the burden of proving the contrary shall be upon **You**.

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

For the purpose of this Exclusion, contamination shall mean the contamination, poisoning or prevention and/or limitation of the use of objects due to the effects of chemical and/or biological substances.

Additional Information

Data Protection Policy

IPB Insurance is committed to protecting your personal information. IPB is a data controller and is required to comply with the Data Protection Acts 1988-2018 and the General Data Protection Regulation. The information that you provide ('data') will be used for the administration of your policy and/or any claims made on the policy. Data is at all times treated as confidential and the appropriate measures are taken to ensure it is secure. A copy of our Data Protection can be found on our website www.ipb.ie. The notice explains why we collect and use your data, who we share your data with, your data protection rights, how long we retain your data for, where your data is located and what to do if you have any data protection complaints. If you would like to receive a written copy of the Data Protection Notice you can email dpo@ipb.ie or write to Data Protection Officer, IPB Insurance, 1 Grand Canal Square, Grand Canal Harbour, Dublin 2, D02 P820.

Complaints Procedure

It is important to us that you receive the highest level of service at all times and we hope that you never have to complain. However, if, for any reason, you need to contact us on a service matter we do wish to hear from you. It is our policy to deal with all complaints fairly and efficiently. Therefore, if you have a complaint please contact the

Complaints Officer,
IPB Insurance,
1 Grand Canal Square,
Grand Canal Harbour,
Dublin 2, D02 P820.
Tel: +353 1 639 5500
Email complaint@ipb.ie

We will acknowledge all written complaints in writing within 5 business days of receipt and will advise you who is dealing with the complaint until it is resolved or cannot be processed any further. Details of all verbal complaints are recorded in writing. Upon receipt of a verbal complaint we will offer you an opportunity to have your complaint treated as a written complaint. Our aim is to resolve any complaint as quickly as possible. You will receive a regular written update on the progress of the investigation at intervals of not greater than 20 business days. If your complaint is not resolved within 40 business days, we will inform you of the anticipated time frame in which we hope to resolve the complaint and advise you of your right to refer the matter to the

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Telephone: 01-6620899
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