



Property & casualty

Policy document

Republic of Ireland

PREAMBLE

This Policy is a contract of insurance between **you** and **us**. **Your** Policy contains all the details of the cover that **we** provide. This Policy consists of and must be read together with the Schedule and any Endorsements. This Policy is not complete unless it is signed and a Schedule is attached.

The Sections of this Policy are identified by the blue lines across the page with white upper case print, these are for information purposes only and do not form part of the cover given by this Policy. Terms in bold upper case print are references to specific Insuring Clauses, Sections or Conditions. Other terms in bold lower case print are defined terms and have a special meaning as set forth in the Definitions section and elsewhere. Words stated in the singular will include the plural and vice versa.

In consideration of the **premium** and in reliance upon the information that **you** have provided to **us** prior to the commencement of this insurance, **we** agree to provide the cover as set out below.

INSURING CLAUSES

INSURING CLAUSE 1: GENERAL LIABILITY

SECTION A: PUBLIC LIABILITY

We agree to pay on **your** behalf all sums which **you** become legally obliged to pay (including liability for claimants' costs and expenses) as a result of any **claim** arising out of **bodily injury** or **property damage** first occurring during the **period of the policy**.

We will also pay **costs and expenses** on **your** behalf.

SECTION B: PRODUCTS LIABILITY

We agree to pay on **your** behalf all sums which **you** become legally obliged to pay (including liability for claimants' costs and expenses) as a result of any **claim** arising out of **bodily injury** or **property damage** first occurring during the **period of the policy** caused directly by any **product**.

We will also pay **costs and expenses** on **your** behalf.

SECTION C: PERSONAL AND ADVERTISING INJURY

We agree to pay on **your** behalf all sums which **you** become legally obliged to pay (including liability for claimants' costs and expenses) as a result of any **claim** arising out of **personal injury** or **advertising injury** first occurring during the **period of the policy**.

We will also pay **costs and expenses** on **your** behalf.

SECTION D: POLLUTION LIABILITY

We agree to pay on **your** behalf all sums which **you** become legally obliged to pay (including liability for claimants' costs and expenses) as a result of any **claim** arising out of **bodily injury** or **property damage** caused directly by **pollution** first occurring during the **period of the policy**, on condition that the **pollution** was the direct result of a sudden, identifiable, unintended and unexpected incident.

We will also pay **costs and expenses** on **your** behalf.

INSURING CLAUSE 2: EMPLOYERS' LIABILITY

We agree to pay on **your** behalf all sums which **you** become legally obliged to pay (including liability for claimants' costs and expenses) as a result of any **claim** arising out of **bodily injury** first occurring during the **period of the policy** to **senior executive officers** or **employees** that are domiciled in the Republic of Ireland. We will also pay **costs and expenses** on **your** behalf.

INSURING CLAUSE 3: COMMERCIAL PROPERTY

SECTION A: PROPERTY DAMAGE

We agree to reimburse **you** for any reasonable sums necessarily incurred to repair or rebuild **your premises** as a direct result of damage to **your premises** first occurring during the **period of the policy**.

SECTION B: CONTENTS DAMAGE

We agree to reimburse **you** for any reasonable sums necessarily incurred to repair or replace **your contents** that have been lost or damaged during the **period of the policy**.

SECTION C: ADDITIONAL CONTENTS

We agree to reimburse **you** for any reasonable sums necessarily incurred to repair or replace:

- a. **contents** in transit, including by parcel post and courier;
- b. **contents** while at an exhibition site or in the custody of a sales representative;
- c. materials, machinery and equipment that **you** have been contracted by a **third party** to install, provided **you** are legally liable for the materials, machinery and equipment and they are not left unattended for more than 30 consecutive days;
- d. tools that are used in connection with **your** business activities at or away from the **premises**;
- e. stock that has been sold by **you** to a **third party** on a deferred payment plan, however, the maximum amount **we** will pay is the **limit of liability** or an amount equal to any unpaid balance, whichever is less; and
- f. **contents** that **you** have leased, rented, loaned or entrusted to a **third party** for up to a maximum period of 30 consecutive days;
- g. **contents** that **you** have hired or leased and are legally liable for;
- h. locks and keys, provided this is necessary to maintain the security of **your premises** or safes;
- i. patterns, models, moulds, plans and designs that are used in connection with **your** business activities;
- j. any trailer, provided that it was unattached from, being attached to, or being detached from, a motor vehicle when the damage occurred; and
- k. outdoor signs located on the **premises**;

that have been lost or damaged during the **period of the policy**.

SECTION D: ADDITIONAL EXPENSES

We agree to reimburse **you** for any reasonable sums necessarily incurred:

- a. to make temporary repairs to, expedite permanent repairs for, or expedite permanent replacement of, **your premises or contents**;
- b. to remove any debris;
- c. to extract **pollutants** from land or water;
- d. for professional services including architects, surveyors and engineers;
- e. to establish the value of the damage to **your premises or contents**;
- f. to locate the source of any water or oil leak, including the repair of any subsequent damage as a direct result of locating the water or oil leak;
- g. to retrieve, restore or replace the data **you** need to continue **your** business activities if **your** business records and electronic data have been lost or corrupted;
- h. for rental payments **you** are legally obliged to pay during any period which **your premises** are unusable;
- i. for any fire department charges **you** incur;
- j. to re-charge fire extinguishing equipment;
- k. for security guard services to temporarily safeguard **your** damaged **premises**; and
- l. for a ransom paid for information directly leading to a conviction for any act of arson;

as a direct result of damage to **your premises or contents**, or the loss of **your contents**.

SECTION E: CAPITAL ADDITIONS

We agree to reimburse **you** for any reasonable sums necessarily incurred to repair or rebuild any additional premises acquired or constructed by **you** during the **period of the policy**, and to repair or replace **your contents** at these premises, as a direct result of damage to the additional premises or **contents** first occurring during the **period of the policy** provided that **you** give **us** written notice within 60 days of the acquisition or commencement of construction and agree to any additional **premium** and terms of coverage required by **us**.

SECTION F: BUILDING REGULATIONS AND LAWS

We agree to reimburse **you** for the reasonable additional costs to repair or rebuild **your premises** to the minimum standards required to comply with the current building regulations and laws as a direct result of damage to **your premises** first occurring during the **period of the policy**

SECTION G: PERSONAL ACCIDENT

We agree to pay on **your** behalf compensation as shown in the Schedule if any **senior executive officer** or **employee** aged between 16 and 70 on the **inception date** suffers **bodily injury** in the course of **your** business activities during the **period of the policy** in a robbery or attempted robbery and suffers:

- a. death, permanent total disablement, loss of a limb or total and irrecoverable loss of sight in one or both eyes as a direct result of the **bodily injury** within two years of the date of its occurrence; or
- b. temporary total disablement which prevents the **senior executive officer** or **employee** from attending to their usual business or occupation.

However, **we** will not pay compensation under more than one heading in the Schedule for the same **bodily injury**.

We also agree to pay **costs and expenses** on **your** behalf.

INSURING CLAUSE 4: BUSINESS INTERRUPTION

SECTION A: BUSINESS INTERRUPTION

We agree to reimburse **you** for **your reduction in gross profit** during the **indemnity period** as a direct result of an interruption to **your** business activities caused by:

- a. damage to **your premises** or **contents**, other than damage causing failure in the supply of water, gas, electricity, telephone or internet to **your premises**;
- b. damage to the property of one of **your** suppliers, other than a supplier of water, gas, electricity, telephone or internet; or
- c. failure in the supply of water, gas, electricity, telephone or internet to **your premises** for more than 24 consecutive hours as a direct result of damage to **your premises** or the property of **your** supplier of water, gas, electricity, telephone or internet;

first occurring during the **period of the policy**.

SECTION B: PREVENTION OR RESTRICTION OF ACCESS TO PREMISES

We agree to reimburse **you** for **your reduction in gross profit** during the **indemnity period** as a direct result of an interruption to **your** business activities caused by:

- a. damage to **third party** property which prevents access to **your premises**; or
- b. prevention or restriction of access to **your premises** by order of any governmental or law enforcement agency;

first occurring during the **period of the policy**.

SECTION C: GROSS RENTALS

We agree to reimburse **you** for **your reduction in gross profit** during the **indemnity period** as a direct result of a reduction in **your rental income** caused by damage to **your premises** first occurring during the **period of the policy**.

SECTION D: INCREASED COST OF WORKING

We agree to reimburse **you** for any reasonable sums over and above **your** normal operating expenses incurred to:

- a. mitigate an interruption to and continue **your** business activities during the **indemnity period**, provided that the costs are less than the expected **reduction in gross profit** had these measures not been taken; and
- b. re-locate to alternative premises during the **indemnity period**, if **you** and **we** agree that it is not practicable or reasonable for **you** to repair or rebuild the damaged **premises**.

SECTION E: CAPITAL ADDITIONS

We agree to reimburse **you** for **your reduction in gross profit** during the **indemnity period** as a direct result of an interruption to **your** business activities caused by damage to any additional premises acquired or constructed by **you** during the **period of the policy**, provided that **you** give **us** written notice within 60 days of the acquisition or commencement of construction and agree to any additional **premium** and terms of coverage required by **us**.

SECTION F: PROFESSIONAL FEES

We agree to reimburse **you** for any reasonable sums necessarily incurred for professional fees to establish the value of **your reduction in gross profit** as a direct result of an interruption to **your** business activities.

INSURING CLAUSE 5: COURT ATTENDANCE COSTS

We agree to reimburse **you** for any reasonable sums necessarily incurred by **you** with **our** prior written agreement (which will not be unreasonably withheld) to attend court or any tribunal, arbitration, adjudication, mediation or other hearing in connection with any claim for which **you** are entitled to indemnity under this Policy.

HOW MUCH WE WILL PAY

The maximum amount payable by **us** in respect of each Section of each Insuring Clause will not exceed the **limit of liability**.

Notwithstanding the **limit of liability**, for any **claim** made against **you** within the United States of America or territories which come under the jurisdiction of the United States of America, the **limit of liability** will be an annual aggregate limit for all **claims** under this Policy and inclusive of **costs and expenses**.

In respect of **INSURING CLAUSE 1**, where more than one claim under this Policy arises from the same original cause or single source or event, all of those claims will be deemed to be one claim and only one **limit of liability** will be payable.

We may at any time pay to **you** in connection with any **claim** the amount of the **limit of liability** (after deduction of any amounts already paid). Upon that payment being made **we** will relinquish the conduct and control of the **claim** and be under no further liability in connection with that **claim**.

If **costs and expenses** are stated in the Declarations page to be in addition to the **limit of liability**, or if the operation of local laws require **costs and expenses** to be paid in addition to the **limit of liability**, and if a damages payment in excess of the **limit of liability** has to be made to dispose of any **claim**, **our** liability for **costs and expenses** will be in the same proportion as the **limit of liability** bears to the total amount of the damages payment.

In respect of **INSURING CLAUSE 3 (SECTIONS A and B only)**, the co-insurance percentage is 85%. This means that if the amount insured for each **building address** is less than 85% of the total cost to repair, replace or rebuild **your premises or contents** at that **building address**, the amount insured will be reduced in the same proportion that it bears to the co-insurance percentage amount.

Example for calculating under insurance:

- a. Total cost to repair, replace or rebuild all of **your premises** at building address 1 = €500,000;
- b. 85% of €500,000 = €425,000;
- c. Amount insured for **premises** at building address 1 = €400,000;
- d. Therefore if a €450,000 loss for damage to the **premises** at building address 1 occurs, **we** would pay €376,470;
- e. This has been calculated as the amount insured / co-insurance percentage amount of the total cost to repair, replace or rebuild x amount insured ($\text{€400,000} / \text{€425,000} \times \text{€400,000} = \text{€376,470}$).

If **we** pay to replace **your contents**, **we** will do so on a new for old basis.

YOUR DEDUCTIBLE

We will only be liable for that part of each and every claim which exceeds the amount of the **deductible**. If any expenditure is incurred by **us** which falls within the amount of the **deductible**, then **you** will reimburse that amount to **us** upon **our** request.

Where more than one claim arises from the same original cause or single source or event all of those claims will be deemed to be one claim and only one **deductible** will apply.

Where cover is provided under multiple Sections or multiple Insuring Clauses only one **deductible** will apply to that claim and this will be the highest **deductible** of the Sections under which cover is provided.

DEFINITIONS

1. **"Advertising injury"** means

- a. oral or written publication of defamatory content;
- b. oral or written publication of content that violates a person's right of privacy; or
- c. infringement of copyright, trade dress, slogan or a **third party's** advertising idea;

in **your** advertising or promotional material.

2. **"Bodily injury"** means

death, bodily injury, mental injury, illness or disease.

3. **"Building address"** means

a building address stated in the Commercial Property and Business Interruption Sub-limits Schedule.

4. **"Claim"** means

- a. a written demand for compensation;
- b. a written request for a retraction or a correction;
- c. a threat or initiation of a lawsuit; or
- d. an **investigation**;

made against **you**.

5. **"Claims managers"** means

the claims managers stated in the Schedule.

6. **"Company"** means

the company named as the insured in the Schedule or any **subsidiary**.

7. **"Contents"** means

items that are used primarily in connection with **your** business activities and are not permanently attached to a building that **you** own or are legally responsible for, including:

- a. improvements made to the **premises** by **you** as a tenant, including decorating, flooring, internal fixtures and fittings, external signs, aerials and satellite dishes;
- b. computers and ancillary equipment (including monitors, keyboards, printers and software);
- c. television, video, photographic, photocopying, surveying and telecommunications equipment;
- d. goods held in trust, stock and samples;
- e. wines, spirits and tobacco kept for entertainment purposes;
- f. works of art or precious metals;
- g. valuable documents in paper format;
- h. heating oil contained in fixed tanks in the open at **your premises**;
- i. refrigeration, ventilation, cooking, dishwashing and laundry appliances;
- j. portable contents and contents while in transit; and
- k. cash, bank and currency notes, cheques, bankers drafts, share and bond certificates, provided they are kept in a locked safe, in transit or at the home of an **employee**.

"**Contents**" also means the personal belongings of any **employee** or visitor whilst at **your premises**, provided they are not covered under any other insurance.

8. "**Costs and expenses**" means

- a. **third party** legal and professional expenses (including disbursements) reasonably incurred in the defense of **claims** or circumstances which could reasonably be expected to give rise to a **claim** or in quashing or challenging the scope of any injunction, subpoena or witness summons;
- b. any post judgment interest; and
- c. the cost of appeal, attachment and similar bonds including bail and penal bonds.

Subject to all costs and expenses being incurred with the **claims managers** prior written agreement (which will not be unreasonably withheld).

9. "**Deductible**" means

the amount stated as the deductible in the Schedule.

10. "**Employee**" means

any employee, volunteer or contract employee of the **company**.

11. "**Expiry date**" means

the expiry date stated in the Schedule.

12. "**Inception date**" means

the inception date stated in the Schedule.

13. "**Indemnity period**" means

the period beginning on the date the:

- a. damage was first discovered;
- b. prevention of access first occurred; or
- c. initial 24 consecutive hours **you** have no water, gas, electricity, telephony or internet services has passed;

and lasting for the indemnity period stated in the Schedule.

14. **"Investigation"** means

a formal hearing, official investigation, examination or any other similar proceeding initiated by a governmental, regulatory, law enforcement, professional or statutory body.

15. **"Limit of liability"** means

if expressed in the Schedule as:

- a. limit of liability or amount insured, the maximum amount payable by **us** in respect of each claim; or
- b. aggregate limit of liability or aggregate amount insured, the maximum amount payable by **us** in respect of all claims.

16. **"Period of the policy"** means

the period between the **inception date** and the **expiry date** or until the Policy is cancelled in accordance with **CONDITION 5**.

17. **"Personal injury"** means

- a. false arrest, detention or imprisonment;
- b. malicious prosecution; or
- c. wrongful entry into, or eviction of a person from, a room, dwelling or premises that the person occupies.

18. **"Pollutants"** means

any solid, liquid, gaseous, radiological or thermal irritant, toxic or hazardous substance, or contaminant including, but not limited to smoke, vapour, soot, fumes, acids, alkalis, chemicals and waste materials, including recycled, reconditioned or reclaimed materials.

19. **"Pollution"** means

the discharge, dispersal, release, migration, seepage or escape of **pollutants**.

20. **"Premises"** means

- a. the building;
- b. any completed extension to the building;
- c. any permanently installed machinery and equipment;
- d. any permanently attached fixtures and fittings;
- e. landlord's fixtures and fittings;
- f. retaining walls, outdoor walls, gates, fences, yards, car parks, roadways and pavements;
- g. trees, shrubs, plants and lawns;
- h. piping, ducting, cables, wires and accessories extending to the public mains that **you** are responsible for; and
- i. fixed glass in windows, doors, skylights, mirrors fixed to the building, glass showcases and shelves fixed to the building, sanitary fixtures and fittings and other fixed glass;

at the **building address**.

21. **"Premium"** means
the amount stated as the premium in the Schedule and any subsequent adjustments.
22. **"Product"** means
any tangible property that has been manufactured, altered, distributed or installed by **you** or on **your** behalf.
23. **"Property damage"** means
direct physical damage to, destruction of, loss of possession or loss of use of tangible property.
24. **"Reduction in gross profit"** means
your revenue before tax that **you** would have earned without the interruption to **your** business activities or damage to **your premises**, less:
- a. actual revenue less sales tax; and
 - b. any saving in costs as a result of the reduction in revenue.
25. **"Rental income"** means
- a. the anticipated gross rental income from tenant occupancy of **your premises**;
 - b. the amount of all charges which are the legal obligation of the tenants, which would otherwise be **your** obligation; and
 - c. the fair rental value of any portion of **your premises** which is occupied by **you**.
26. **"Senior executive officer"** means
board members, C-level executives, in-house lawyers and risk managers of the **company**.
27. **"Subsidiary"** means
means any entity of which the company stated as the insured in the Schedule has majority ownership on or before the **inception date**.
28. **"Third party"** means
any person who is not an **employee** or any legal entity that is not the **company**.
29. **"We/our/us"** means
the underwriters stated in the Schedule.
30. **"You/your"** means
the **company** and **employees**.

EXCLUSIONS

We will not make any payment under this Policy:

EXCLUSIONS RELATING TO GENERAL LIABILITY

In respect of **INSURING CLAUSE 1** only:

1. **Employers' liability**

arising directly or indirectly out of **bodily injury** to **senior executive officers** or **employees**.

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2. Faulty workmanship

for the cost to repair or replace, including any ensuing financial loss:

- a. that part of any property that has been damaged by **you**, or a **third party** operating on **your** behalf, during its construction, distribution or installation;
- b. that part of any property as a direct result of faulty workmanship by **you**, or a **third party** operating on **your** behalf, during its construction or installation; or
- c. any undamaged property that contains any **product**, unless the **product** which the property contains has been damaged as a direct result of a sudden, unintended and unexpected incident after it has left **your** care, custody or control.

3. Marine and aviation

arising directly or indirectly from the ownership, possession or use by **you** or on **your** behalf of any watercraft in excess of 10 metres in length or any aircraft, drone, hovercraft, watercraft, offshore installation, offshore rig or offshore platform.

4. Pollution

arising directly or indirectly out of **pollution**.

However, this Exclusion will not apply to **INSURING CLAUSE 1 (SECTION D)** only).

5. Products liability

arising directly or indirectly out of any **product**.

However, this Exclusion will not apply to **INSURING CLAUSE 1 (SECTION B)** only).

6. Property in your care, custody or control

arising directly or indirectly out of damage to **third party** property which is in **your** care, custody or control.

In respect of **INSURING CLAUSE 1, SECTION B**:

7. Product recall

for the costs to withdraw, recall, dispose, remove, repair, adjust, alter, recondition, replace, reinstate any **product** or part of a **product**.

In respect of **INSURING CLAUSE 1, SECTION C**:

8. Breach of contract

arising directly or indirectly out of any breach of contract unless liability would have attached in the absence of the contract.

9. Content advertised prior to the inception date

arising directly or indirectly out of any advertisement that was first published prior to the **inception date**.

EXCLUSIONS RELATING TO COMMERCIAL PROPERTY

In respect of **INSURING CLAUSE 3** only:

10. **Excluded property**

for the costs to repair, replace or rebuild:

- a. the foundations of **your premises**;
- b. the foundations of any structure, machinery or boiler contained inside of **your premises** if they are below the lowest basement floor or ground level if there is no basement;
- c. underground pipes, flues or drains;
- d. power transmission or feeder lines; or
- e. land or growing crops.

EXCLUSIONS RELATING TO ALL INSURING CLAUSES

11. **Asbestos**

arising directly or indirectly out of the manufacturing, mining, use, sale, installation, removal, distribution of or exposure to asbestos, materials or products containing asbestos or asbestos fibres or dust.

12. **Associated companies**

- a. in respect of any **claim** made by any company firm or partnership in which the **company** has an executive or financial interest, unless the **claim** emanates from an independent **third party**;
- b. in respect of any **claim** made by any company firm partnership or individual which has an executive or financial interest in the **company**, unless the **claim** emanates from an independent **third party**;
- c. arising out of any joint venture between **you** and a **third party**;
- d. arising out of or resulting from any of **your** activities as a trustee, partner, officer, director or employee of any employee trust, charitable organization, corporation, company or business other than that of the **company**;
or
- e. in respect of any **claim** made by or on behalf of the **company** against a **third party**.

13. **Circumstances known at inception**

arising directly or indirectly out of any circumstances or occurrences which may give rise to a claim under this Policy of which a **senior executive officer** was aware, or ought reasonably to have been aware, prior to the **inception date**, whether notified under any other insurance or not.

14. **Directors and officers liability**

arising out of any personal liability incurred by **your senior executive officers** when they are acting in that capacity or managing **you**, or arising from any statement, representation or information regarding **your** business contained within any accounts, reports or financial statements.

15. **Electronic data**

arising out of the destruction of, loss of possession of, loss of use of, or corruption of, data, by a malicious or unauthorized electronic attack or malicious code.

16. **Employment practices liability**

arising out of or resulting from:

- a. any employer-employee relations, policies, practices, acts, omissions, any actual or alleged refusal to employ any person, or misconduct with respect to **employees**; or
- b. any acts or omissions committed by **you** which are in breach of, or are alleged to be in breach of, any terms and conditions of an employment contract, whether express or implied.

17. **Equipment breakdown**

in respect of **INSURING CLAUSES 3** and **4**, arising directly from the breakdown, explosion or collapse of any electrical or mechanical equipment including air conditioning, refrigeration, boiler, computer and communication equipment.

18. **Excluded causes**

in respect of **INSURING CLAUSES 3** and **4**, arising directly or indirectly from:

- a. wear and tear, an inherent defect, rot, vermin, infestation, ground heave, subsidence, landslide or any other gradually operating cause; or
- b. frost, other than **property damage** due to water leaking from burst pipes forming part of the permanent internal plumbing provided the **premises** are occupied and in use.

19. **Financial loss**

arising directly or indirectly out of **third party** financial loss, other than **third party** financial loss resulting from **bodily injury, personal injury, advertising injury** or **property damage**.

20. **Land or water**

arising directly or indirectly from damage to land or water within or below the boundaries of any land or premises presently or at any time previously owned or leased by **you** or otherwise in **your** care, custody or control.

21. **Legal action**

where an action for damages is brought in a court of law outside the legal action territories stated in the Schedule, or where an action is brought in a court of law within those territories to enforce a judgment outside of those territories whether by way of reciprocal agreement or otherwise.

22. **Motor**

arising directly or indirectly from the ownership, possession or use by **you** or on **your** behalf of any motor vehicle or trailer other than **bodily injury** or **property damage**:

- a. caused by the use of any tool or equipment forming part of or attached to or used in connection with any motor vehicle or trailer;
- b. occurring beyond the limits of any carriageway or thoroughfare and caused by the loading or unloading of any motor vehicle or trailer; or
- c. arising out of the use of any motor vehicle or trailer temporarily in **your** custody or control for the purpose of parking;

provided always that **we** will not make any payment in respect of any legal liability for which compulsory insurance or security is required by legislation or for which a government or other authority has accepted responsibility.

23. **Nuclear**

arising directly or indirectly from or contributed to by:

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

24. Other insurance

for which **you** are entitled to indemnity under any other insurance except for:

- a. any additional sum which is payable over and above the other insurance where that insurance has been declared to **us**, or
- b. any contribution that **we** are obliged to make by law and that contribution will be in proportion to the indemnity available under the Policies.

25. Personal liability

in respect of any action brought against any past, present or future **senior executive officer** or **employee** unless arising directly out of work performed for the **company**.

26. Professional services

arising directly or indirectly from carrying out, or failing to carry out, professional services for a fee or any act, error or omission relating to a professional service.

27. Sanctions

to the extent that the provision of such cover or payment will expose **us** to any sanction, prohibition or restriction under the United Nations resolutions or the trade or economic sanctions, laws or regulations of Australia, Canada, the European Union, United Kingdom or United States of America.

28. Seizure of illegal property

arising from an order by a public or government authority which deprives **you** of the use or value of **your** property or arising from acts of contraband or illegal transportation or illegal trade.

29. Toxic mould

arising directly or indirectly from the toxic properties of any fungus, mould, mildew or yeast.

30. Uninsurable fines

for fines, penalties, civil or criminal sanctions, and for multiple, punitive or exemplary damages, unless insurable by law.

31. Vacant premises

in respect of **INSURING CLAUSES 3** and **4**, resulting from **premises** left vacant for more than 60 consecutive days.

32. War and terrorism

arising directly or indirectly out of:

- a. war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war is declared or not), civil war, rebellion, insurrection, civil commotion assuming the proportions of or mounting to an uprising, military or usurped power; or

- b. any act or threat of force or violence by an individual or group, whether acting alone or on behalf of or in connection with any organisation or government, committed for political, religious, ideological or similar purposes including the intention to influence any government or to put the public, or any section of the public, in fear; and
- c. any action taken in controlling, preventing, suppressing or in any way relating to a. or b. above.

33. Willful or dishonest acts of senior executive officers

arising directly or indirectly out of any wilful, criminal, malicious or dishonest act, error or omission by a **senior executive officer** as determined by final adjudication, arbitral tribunal or written admission.

CONDITIONS

1. What you must do in the event of a claim

If any **senior executive officer** becomes aware of any incident which may reasonably be expected to give rise to a claim under this Policy **you** must:

- a. not admit liability for or settle or make or promise any payment or incur any **costs and expenses** without **our** prior written agreement (which will not be unreasonably withheld); and
- b. notify the **claims managers** as soon as is reasonably practicable and follow their directions.

2. Additional insureds

We will indemnify any **third party** as an additional insured under this Policy, but only in respect of sums which they become legally obliged to pay (including liability for claimants' costs and expenses) as a result of a **claim** arising solely out of an act committed by **you**, provided that:

- a. **you** contracted in writing to indemnify the **third party** for the **claim** prior to it first being made against them; and
- b. had the **claim** been made against **you**, then **you** would be entitled to indemnity under this Policy.

Before **we** indemnify any additional insured they must:

- a. prove to **us** that the **claim** arose solely out of an act committed by **you**; and
- b. fully comply with **CONDITION 1** as if they were **you**.

Where a **third party** is treated as an additional insured as a result of this Condition, any **claim** made by that **third party** against **you** will be treated by **us** as if they were a **third party** and not as an insured.

3. Agreement to pay claims

We have the right (but not the obligation) to take control of and conduct in **your** name the investigation settlement or defence of any claim under this Policy. However, **we** will not have any duty to pay **costs and expenses** of any part of any claim that is not covered by this Policy.

We will always endeavour to settle any **claim** through negotiation, mediation or some other form of alternative dispute resolution and will pay on **your** behalf the amount **we** agree with the claimant. If **we** cannot settle using

these means, **we** will pay the amount which **you** are found liable to pay either in court or through arbitration proceedings, subject always to the **limit of liability**.

If **you** refuse to consent to a settlement that **we** recommend and that the claimant will accept, **you** must then defend, investigate or settle the **claim** at **your** own expense. As a consequence of **your** refusal, **our** liability for any **claim** will not be more than the amount that **we** could have settled the **claim** for had **you** consented, plus any **costs and expenses** incurred prior to the date of **your** refusal.

4. Calculation of loss

In the event of a claim for any financial loss sustained by **you**, **you** must provide the **claims managers** with **your** calculation of the financial loss including:

- a. how the loss has been calculated and what assumptions have been made; and
- b. supporting documents including account statements, sales projections and invoices.

If **we** are unable to agree with **your** calculation, an appropriate third party expert will be appointed by the **claims managers**.

5. Cancellation

This Policy may be cancelled with 30 days written notice by either **you** or **us**.

If **you** give **us** notice of cancellation, the return **premium** will be in proportion to the number of days that the Policy is in effect, subject to a minimum retained amount of 30% of the **premium**. However, if **you** have made a claim under this Policy there will be no return **premium**.

If **we** give **you** notice of cancellation, the return **premium** will be in proportion to the number of days that the Policy is in effect.

We also reserve the right of cancellation in the event that any amount due to **us** by **you** remains unpaid more than 60 days beyond the **inception date**. If **we** exercise this right of cancellation it will take effect from 14 days after the date the written notice of cancellation is issued.

The Policy Administration Fee will be deemed fully earned upon inception of the Policy.

6. Cross liability and severability

Where there is more than one entity insured under this Policy, and subject to the **limit of liability**, any **claim** made by one insured entity against another insured entity will be treated as if they are a **third party** and knowledge possessed by one insured entity will not be imputed to any other insured entity.

7. Establishing loss of contents

If **you** make a claim under this Policy for loss of **contents**, **you** must reasonably establish how and when the incident took place, this may include confirmation that the incident was reported to the appropriate law enforcement authorities and details of any investigation they undertook.

8. Fraudulent claims

If **you** notify **us** of any claim knowing it to be false or fraudulent in any way, **we** will have no responsibility to pay that claim, **we** may recover from **you** any sums paid in respect of that claim and **we** reserve the right to terminate this

Policy from the date of the fraudulent act. If **we** exercise this right **we** will not be liable to return any **premium** to **you**. However, this will not affect any claim under this Policy which has been previously notified to **us**.

9. **Innocent non-disclosure**

We will not seek to avoid the Policy or reject any claim on the grounds of non-disclosure or misrepresentation except where the non-disclosure or misrepresentation was reckless or deliberate.

10. **Mergers and acquisitions**

During the **period of the policy**, if **you** acquire another entity's assets or liabilities in an amount greater than 20% of **your** assets or liabilities as listed in **your** most recent financial statement then **you** will have no coverage under this Policy for any claim that arises directly or indirectly out of these assets or liabilities unless **you** give **us** written notice within 60 days of the completion of the acquisition, obtain **our** written agreement to extend coverage, and agree to any additional **premium** and terms of coverage required by **us**.

If during the **period of the policy** **you** consolidate, merge with or are acquired by another entity then all coverage under this Policy will terminate at the date of the consolidation, merger or acquisition unless **we** have issued an endorsement extending coverage, and **you** have agreed to any additional **premium** and terms of coverage required by **us**.

11. **Our rights of recovery**

You must maintain all of **your** rights of recovery against any **third party** and make these available to **us** where possible.

We will not exercise any rights of recovery against **employees**, unless this is in respect of any fraudulent or dishonest acts or omissions as proven by final adjudication, arbitral tribunal or written admission by **you**.

Any recoveries will be applied in proportion to the amounts paid by **you** and **us**.

12. **Prior subsidiaries**

Should an entity cease to be a **subsidiary** after the **inception date**, cover in respect of the entity will continue as if it was still a **subsidiary** during the **period of the policy**, but only in respect of an event occurring prior to the date that it ceased to be a **subsidiary**.

13. **Waiver of subrogation**

We agree to waive **our** rights of recovery against a **third party** if **you** have entered into a contract that contains a provision requiring **you** to do this.

14. **Choice of law and service of suit**

This Policy will be interpreted under, governed by and construed in all respects in accordance with the law of the jurisdiction of the place of registration of the company named as the insured in the Schedule and for this purpose, **we** and **you** agree to submit to the exclusive jurisdiction of the courts within the territorial limits and jurisdiction of the place of registration of the company named as the insured in the Schedule.