

MULTI-RISK POLICY WORDING

PROPERTY DAMAGE
BUSINESS INTERRUPTION (GROSS PROFIT)
BOOK DEBTS
MONEY
EMPLOYERS LIABILITY
PUBLIC LIABILITY



This Policy (and the Schedule which forms an integral part of the Policy) is a legal contract. Please examine it thoroughly to ensure it meets your requirements. If it does not, please advise your insurance adviser immediately.

We would remind you that you are required to inform us immediately of any material facts or changes. Failure to do so may invalidate your Policy or result in certain covers not operating fully. If you are in any doubt as to whether a fact or change is material or not, please contact your insurance adviser

Intact Insurance Ireland DAC (herein called the Company) and the Insured agree that

- (a) this Policy the Schedule (including any Schedule issued in substitution) and any memoranda shall be considered the contract and any word or expression to which a specific meaning has been attached or which is in capital letters and/or in bold shall bear such meaning wherever it appears and
- (b) any information supplied by the Insured or their insurance broker or agent or intermediary shall be incorporated into the contract and
- (c) the Company has relied on the information provided by the Insured and/or their broker in correspondence, proposal forms and other communications in providing the insurance and
- (d) the Company shall provide the insurance described in the contract subject to the terms and conditions for the Period of Insurance shown in the Schedule and any subsequent period for which the Insured shall pay and the Company shall agree to accept the premium and
- (e) all monies which become or may become due under this Policy will in accordance with Section 93 of the Insurance Act 1936 be payable and paid in the Republic of Ireland in Euros unless we specifically say otherwise and
- (f) all amounts in the contract are stated in Euro currency amounts unless specifically stated to the contrary and
- (g) the parties to a contract of insurance covering a risk situated in the Republic of Ireland are permitted to choose the law applicable to the contract. The Company proposes that the contract will be governed by Irish Law and
- (h) all communications between the Insured and the Company will be in English and
- (i) stamp Duty has been or will be paid in accordance with Section 5 of the Stamp Duties Consolidation Act 1999 (as amended)

Intact Insurance is a registered business name of Intact Insurance Ireland Designated Activity Company (DAC). Intact Insurance Ireland DAC trading as Intact Insurance is regulated by the Central Bank of Ireland and is a private company limited by shares registered in Ireland under number 148094 with registered office at Intact House, Dundrum Town Centre, Sandyford Road, Dundrum, Dublin 16.

Contents

GENERAL CONDITIONS	4
CLAIMS CONDITIONS	6
GENERAL EXCLUSIONS	9
PROPERTY DAMAGE INSURANCE	12
Covers	12
Exclusions	15
Definitions of Property	17
The Insurance Provided	19
Memoranda	23
BUSINESS INTERRUPTION INSURANCE	26
Covers	26
Exclusions	28
The Insurance Provided	29
Definitions	29
Extensions	31
Memoranda	32
BOOK DEBTS INSURANCE	34
Covers	34
Exclusions	35
The Insurance Provided	35
Definitions	36
MONEY INSURANCE	37
Section 1 Money	37
Section 2 Personal Injury (Robbery)	40
LIABILITY INSURANCE	42
Definitions	42
Interpretation	43
SECTION 1 EMPLOYER'S LIABILITY	44
Exclusions to Section 1	44
Extensions to Section 1	45
(subject otherwise to the terms of this Policy)	45
SECTION 2 PUBLIC/PRODUCTS LIABILITY	46
Exclusions to Section 2	47
Extensions to Section 2 (subject otherwise to the terms of this Policy)	49
ADDITIONAL INFORMATION	50

General Conditions

- 1 This Policy shall be voidable in the event of misrepresentation misdescription or non-disclosure in any material particular
- 2 Observance of the terms of this Policy relating to anything to be done or complied with by the Insured is a condition precedent to any liability of the Company
- 3 The Insured at his own expense shall
 - A) take all reasonable precautions to prevent or diminish loss destruction or damage or any occurrence or cease any activity which may give rise to liability under this Policy and to maintain all Buildings furnishings ways works machinery plant caravans and vehicles in sound condition
 - B) exercise care in the selection and supervision of employees
 - C) as soon as possible after discovery cause any defect or danger to be made good or remedied and in the meantime shall cause such additional precautions to be taken as the circumstances may require
- 4 This Policy shall be avoided if
 - A) the Business is wound up or carried on by a liquidator or receiver or permanently discontinued or
 - B) the Insured's interest ceases otherwise than by death or
 - C) any alteration is made either in the Business or in the Premises or property therein the occupation of any Insured Person or any other circumstances whereby the risk is increased at any time after the commencement of this Insurance unless its continuance is admitted by Memorandum
- 5 This Policy shall be avoided if the Insured's interest ceases and nothing herein contained shall give any right against the Company to any person other than the Insured except to a transferee approved by the Company
- 6 The Company or the Insured may cancel this Policy by giving 30 days notice in writing to the other party at its last known address If the Company gives such notice the Insured shall become entitled to a proportionate return of premium If the Insured gives such notice the Insured shall be entitled only to a return premium in accordance with the Company's usual short period scale provided that no claim has been made in the then current Period of Insurance
- 7 If any change to the Policy accepted by the Company would (but for this clause) result in additional premium payable by the Insured of not more than €25 then the Company will not charge the Insured in respect of such additional premium. If any change to the Policy accepted by the Company would (but for this clause) result in a refund of premium to the Insured of not more than €25 then the Company will not be obliged to make such a refund to the Insured.
- 8 This insurance shall be avoided with respect to any buildings insured in regard to which there be any alteration after the commencement of this insurance
 - A) which increases the risk of Damage as insured by the Policy
 - or
 - B) whereby the interest of the Insured ceases except by will or operation of law unless admitted by the Company in writing

- 9 Every warranty to which the buildings or any item thereof is or may be made subject shall from the time the warranty attaches apply and continue to be in force during the whole currency of this insurance

Non-compliance with any such warranty insofar as it increases the risk of Damage as insured by the Policy shall be a bar to any claim in respect of such Damage provided that whenever this insurance is renewed a claim in respect of Damage occurring during the renewal period shall not be barred by reason of a warranty not having been complied with at any time before the commencement of such period

Claims Conditions

- 1 If the claim be in any respect fraudulent or if any fraudulent means or devices be used by the Insured or anyone acting on his behalf to obtain any indemnity under this Policy or if any loss destruction or damage is occasioned by the wilful act or with the connivance of the Insured all right of indemnity under this Policy shall be forfeited
- 2 On the discovery of any circumstance or event which may give rise to a claim under this Policy the Insured shall
 - A) notify the Company in writing forthwith
 - B) give immediate notice to the Garda Síochána or other police authority in respect of loss destruction or damage (other than by fire or explosion) caused by malicious persons or thieves if insured by this Policy
 - C) carry out and permit to be taken any action which may be reasonably practicable to prevent further loss destruction or damage and to minimise or check any interruption of or interference with the Business or to avoid or diminish the loss
 - D) as soon as possible after discovery cause any defect or danger to be made good or remedied and in the meantime shall cause such additional precautions to be taken as the circumstances may require
 - E) within 30 days (7 days in the case of Damage caused by riot civil commotion strikers locked-out workers persons taking part in labour disturbances or malicious persons if insured by this Policy) after the circumstances or event or of the expiry of the Indemnity Period or such further time as the Company may allow at his own expense deliver to the Company
 - (1) full information in writing of the claim
 - (2) details of any other insurance relating to the claim
 - (3) all such business books documents proofs information explanation and other evidence as may be reasonably required all of which information and details may be produced by the Insured's professional accountants or auditors who are regularly acting as such their report being prima facie evidence of such information and details
 - (4) if demanded a statutory declaration of the truth of the claim and of any matter connected with it
- 3 No claim under this Policy shall be payable unless the terms of Claims Condition 2 have been complied with
- 4 If the Company elect or become bound to reinstate or replace any property the Insured shall at his own expense produce and give to the Company all such plans documents books and information as the Company may reasonably require The Company shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner and shall not in any case be bound to expend in respect of any one of the items insured more than the Sum Insured thereon
- 5 A) On the happening of any loss destruction or damage in respect of which a claim is or may be made under this Policy Company and every person authorised by the Company may without thereby incurring any liability and without diminishing the right of the Company to rely upon any Conditions of this Policy enter take or keep possession of the Building or Premises where the loss destruction or damage has happened and may take possession of or require to be delivered to them any of the property hereby insured and may keep possession of and deal with such property for all reasonable purposes and in any reasonable manner This Condition shall be evidence of the leave and licence of the Insured to the Company so to do If the Insured or anyone acting on his behalf shall not comply with the requirements of the Company or shall hinder or obstruct the Company in doing any of the above mentioned acts then all benefit under this Policy shall be forfeited The Insured shall not any case be entitled to abandon any property to the Company whether taken possession of by the Company or not

- 5 B)** No admission offer promise payment or indemnity shall be made or given by or on behalf of the Insured without the written consent of the Company which shall be entitled to take over and conduct in the name of the Insured the defence or settlement of any claim or to prosecute any claim in the name of the Insured for its own benefit and shall have full discretion in the conduct of any proceedings and in the settlement of any claim
The Insured shall give all such assistance as the Company may require
- 6** Any claimant under this insurance shall at the request and at the expense of the Company's take and permit to be taken all necessary steps in the name of the Insured for enforcing rights against any other party before or after any payment is made by the Company

The Company shall not enforce any rights against –

- A) a tenant or lessee of any tier in respect of damage to the part of the buildings in the demise of that tenant or lessee or to common parts of the buildings unless the damage arises out of a criminal fraudulent or malicious act
 - B) any Company being Parent of or Subsidiary to the Insured or any Company which is a Subsidiary of a Parent Company of which the Insured are themselves a Subsidiary in each case within the meaning of Section 155 of the Companies Act 1963
 - C) a managing agent or a management Company in respect of damage to the Premises managed by the agent or Company
- 7** The Company shall be entitled if it so wishes to take over and conduct in the name of the Insured all claim and rights of action of the Insured in respect of any act giving rise to a claim under this Policy
The Insured shall give all such assistance as the Company may require

8 Claims Settlement (Buildings Insurance):

Provided the damage is covered under your Policy, the Company will settle your claim as explained below subject to the maximum amount payable

- I. **Where the Company opt to repair / reinstate**, the Company reserve the right to use our Managed Repair Network of Building Contractors to complete the works and the Company will take responsibility for the satisfactory completion of such works completed by them
- II. **Where the Company agree to pay the Insured**, the Company reserve the right to make staged payments as works progress and to withhold final payment until all works are complete, final invoice submitted and final inspection completed by us or our Representatives. The percentage of final payment withheld will not exceed 30% of the overall settlement amount

9 Applicable to Glass Breakage Damage to Neon and Illuminated Signs Electric Light Fittings and Sanitary Earthenware Insurance

Notwithstanding Claims Condition 2A) of this Policy in the event of any breakage loss or damage the Insured shall give immediate telephone notice to the Company If such breakage relates to stained glass the Company shall only be liable for the cost of repairing the broken glass by stained glass artists of recognised repute and standing and shall not pay any loss arising from alleged inferior artistic merit

10 Not Applicable to Money Personal Accident and Personal Injury (Robbery) Insurance

If at the time of any claim there is any other insurance covering the Insured's interest in the property lost destroyed or damaged or the same legal liability the Company's liability under this Policy shall be limited to its rateable proportion of such claim If any such other insurance is subject to any condition of average this Policy if not already subject to any condition of average shall be subject to average in like manner If any other insurance effected by or on behalf of the Insured is expressed to cover any of the property hereby insured but is subject to any provision whereby it is excluded from ranking concurrently with this Policy either in whole or in part or from contributing rateably to the loss

destruction or damage the Company's liability hereunder shall be limited to such proportion of the loss destruction or damage as the sum hereby insured bears to the value of the property

11 Not Applicable to Personal Accident and Liability Insurance

Any difference under this Policy shall be referred to arbitration in accordance with the statutory provisions currently in force and the making of an award shall be a condition precedent to any right of action against the Company Any claim for which the Company has disclaimed liability shall for all purposes be deemed to have been abandoned and not recoverable thereafter unless referred to arbitration under these provisions within 1 year from the date of such disclaimer

12 Applicable only to Personal Accident and Personal Injury (Robbery) Insurance

All certificates information and evidence required by the Company shall be furnished free of expense to and in the form prescribed by the Company The Insured Person shall as often as required submit to medical examination on behalf of and at the Company's expense in connection with any claim The Insured's or the Insured's personal representative's receipt shall discharge the Company The Insured Person or the Insured Person's personal representative shall have no right to claim from or sue the Company If the Insured comprises more than one party having an interest in the Insured Person the Benefit shall represent the total amount payable in respect of that Insured Person for all interests covered by this insurance

13 Applicable only to Liability Insurance

Every letter claim writ summons and process in connection with the event shall be forwarded to the Company immediately on receipt The Insured shall also give the Company written notice immediately the Insured has knowledge of any prosecution or inquest in connection with any occurrence which may give rise to liability under this Insurance

General Exclusions

War and Terrorism Exclusion

This policy excludes loss damage cost expense or legal liability 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

- 1 war invasion acts of foreign enemies hostilities or warlike operations (whether war be declared or not) civil war rebellion revolution insurrection civil commotion assuming the proportions of or amounting to an uprising military or usurped power
- 2 any Act of Terrorism
- 3 in Northern Ireland civil commotion (other than in respect of legal liability under liability insurance if insured)

For the purpose of this exclusion an Act of Terrorism means an act including but not limited to the use of force or violence or the threat thereof of any person or group of persons 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 and/or to put the public or any section of the public in fear

This exclusion also excludes loss damage cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with any action taken in controlling preventing suppressing or in any way relating to (1) and/or (2) and/or (3) above

If the company or insurers allege(s) that by reason of this exclusion any loss damage cost expense or legal liability is not covered by this policy the burden of proving the contrary shall be upon the insured

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

Biological or Chemical Contamination Exclusion

It is agreed that regardless of any contributory causes this policy does not cover any loss damage cost expense or legal liability directly or indirectly arising out of

Biological or chemical contamination due to any act of terrorism

For the purpose of this exclusion an act of terrorism means an act including but not limited to the use of force or violence and/or the threat thereof of any person or group of persons 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 and/or to put the public or any section of the public in fear

For the purpose of this exclusion contamination means the contamination poisoning or prevention and/or limitation of the use of objects due to the effects of chemical and/or biological substances

If the company or insurers allege(s) that by reason of this exclusion any loss damage cost expense or legal liability is not covered by this policy the burden of proving the contrary shall be upon the insured

Data Recognition (applicable to Property Damage, Business Interruption and Money sections)

Unless damage results from a specified peril this insurance does not cover direct or indirect Damage caused by any failure of a system resulting in Damage (whether direct or indirect) to any such system or to any other Property insured

Definitions

For the purpose of this exclusion

- A) Failure of a system means the failure or inability of a system (whether or not owned by the Insured)
 - 1) correctly to recognize or utilise any data concerning a date (whether a date in the year 2000 or any other date) as being such calendar date as the data is intended to represent
 - 2) to operate as a result of any command programmed in to the System utilizing any date (whether a date in the year 2000 or any other date)
- B) System includes computers other computing and electronic and mechanical equipment linked to a computer hardware software programs data electronic data processing equipment microchips and anything which relies on a microchip for any part of its operation
- C) Microchip includes integrated circuits and microcontrollers
- D) Specified Perils shall mean to the extent that these are insured by this Policy Covers Insured 1-7 only

Electronic Risk Exclusion (applicable to Property Damage, Business Interruption and Money sections)

Notwithstanding anything that appears to the contrary in the policy wording and subject always to the terms exceptions and conditions of this policy

- A this policy does not cover any damage to data or loss (including for the avoidance of doubt consequential loss) resulting from interruption or interference with the insured's business consequent upon damage to data

For the purpose of this exclusion damage to data shall include but not be limited to:

- (i) loss destruction or corruption of data whether in whole or in part
 - (ii) unauthorised appropriation use access to or modification of data
 - (iii) unauthorised transmission of data to any third parties
 - (iv) damage arising out of any misinterpretation use or misuse of data
 - (v) damage arising out of any operator error in respect of data
- B this policy does not cover any damage to the property insured or loss (including for the avoidance of doubt consequential loss) resulting from interruption or interference with the insured's business consequent upon damage to the property insured arising directly or indirectly from or caused directly or indirectly by
 - (i) (a) the transmission or impact of any virus
 - (b) unauthorised access to a system
 - (c) interruption of or interference with electronic means of communication used in the conduct of the insured's business
 - (d) including but not limited to any diminution in the performance of any website or electronic means of communication failure of a system

In each case other than damage to the property insured caused by any of the covers insured provided that such damage does not arise by reason of any malicious act or omission

or

- (ii) any of the matters described in paragraph (a) above

Definitions

For the purposes of this exclusion

- 1) damage means loss or destruction or damage to the property insured and any loss or destruction of or damage to data
- 2) data means information represented or stored electronically including but not limited to code or series of instructions operating systems software programs and firmware
- 3) failure of a system means the complete or partial failure or inability whether in terms of availability functionality and/or performance or otherwise of a system whether or not owned by the insured to operate at any time as desired as specified or as required in the circumstances of the insured's business activities
- 4) 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 and includes for the avoidance of doubt any computer installation
- 5) microchip means a unit of packaged computer circuitry manufactured in small scale and made for program logic and/or computer memory purposes and expressly including integrated circuits and microcontrollers
- 6) virus means a programming code designed to achieve an unexpected unauthorised and/or undesirable effect or operation when loaded onto a system transmitted between systems by transfer between computer systems via networks extranets and internet or electronic mail or attachments thereto or via floppy diskettes or cd-roms or otherwise and whether involving self replication or not

Property Damage Insurance

If any of the Property Insured described in the Schedule suffers Damage at the Premises by any of the Covers insured the Company will in accordance with the provisions of the insurance pay to the Insured the amount of loss or at its option reinstate or replace such property provided that the Company's liability in any one period of insurance shall not exceed in the whole the total sum insured or in respect of any item its sum insured or any other stated limit of liability

For the purpose of this insurance Damage shall mean loss destruction or Damage

Covers

The following are the Covers insured except as otherwise stated in the Schedule

- 1) A **Fire** excluding Damage
 - 1) by explosion resulting from fire
 - 2) to property caused by its undergoing any process involving the application of heat
- B **Explosion** excluding Damage
 - 1) caused by the bursting of any boiler economiser or other vessel machine or apparatus belonging to or under the control of the Insured in which internal pressure is due to steam only
 - 2) to any vessel machine or apparatus or its contents resulting from the explosion thereof but this shall not exclude Damage caused by explosion of
 - any boiler
 - gas usedfor domestic purposes only
- C **Lightning**
- D **Aircraft** or other aerial devices or articles dropped therefrom
- 2 **Earthquake** excluding Damage caused by fire
- 3 **Riot civil commotion strikers locked-out workers or persons taking part in labour disturbances or malicious persons** excluding Damage
 - 1) arising from confiscation requisition or destruction by order of the government or any public authority
 - 2) arising from cessation of work
 - 3) A) in the course of theft or attempted theft
 - B) in respect of any building which is empty or not in use directly caused by malicious persons not acting on behalf of or in connection with any political organisation
- 4 **Storm or flood** excluding Damage
 - 1) attributable solely to change in the water table level
 - 2) caused by frost subsidence ground heave or landslip
 - 3) to fences gates and moveable property in the open
- 5 **Escape of water from any tank apparatus or pipe** excluding Damage
 - 1) by water discharged or leaking from an automatic sprinkler installation
 - 2) in respect of any building which is empty or not in use

- 6 **Impact by any road vehicle** (including any fork lift truck or other industrial vehicle) or animal
- 7 **Accidental escape of water from any automatic sprinkler installation** excluding Damage
 - 1) by freezing in any building which is empty or not in use
 - 2) by heat caused by fire
- 8 **Theft (which is deemed to include attempted theft)** excluding Damage
 - 1) which does not involve
 - entry to or exit from a building by forcible and violent means
 - or
 - actual or threatened assault or violence
 - 2) from any part of the building not occupied by the Insured for the purpose of the Business
 - 3) from the open or from any outbuilding
 - 4) of property in transit
 - 5) of Money and securities of any description
- 9 **Subsidence ground heave or landslip** excluding damage
 - 1) arising from the settlement or movement of made-up ground or by coastal or river erosion
 - 2) occurring as a result of the construction demolition structural alteration or structural repair of any property at the Premises
 - 3) arising from normal settlement or bedding down of new structures
 - 4) commencing prior to the granting of cover under this insurance
- 10 **Any other accident** excluding Damage
 - 1) by any of
 - A) the Covers
 - B) the causes expressly excluded from the Covers specified in the paragraphs 1-9 (whether or not Insured)
 - 2) to any property caused by
 - A) its own faulty or defective design or materials
 - B) inherent vice latent defect gradual deterioration wear and tear
 - C) faulty or defective workmanship operational error or omission on the part of the Insured or any of their employeesbut this shall not exclude subsequent Damage which itself results from a cause not otherwise excluded
 - 3) caused by
 - A) corrosion rust wet or dry rot shrinkage evaporation loss of weight dampness dryness marring scratching vermin or insects
 - B) change in temperature colour flavour texture or finish
 - C) joint leakage failure of welds cracking fracturing collapse or overheating of boilers economisers superheaters pressure vessels or any range of steam and food piping in connection therewith
 - D) mechanical or electrical breakdown or derangement in respect of the particular machine apparatus or equipment in which the breakdown or derangement originatesbut this shall not exclude
 - 1) such Damage which itself results from other Damage and is not otherwise excluded
 - 2) subsequent Damage which itself results from a cause not otherwise excluded

- 4) caused by
 - A) pollution or contamination
 - B) acts of fraud or dishonesty
 - C) disappearance unexplained or inventory shortage misfiling or misplacing of information
- 5) to
 - A) a building or structure caused by its own collapse or cracking
 - B) moveable property in the open fences and gates by wind rain hail sleet snow flood or dust
 - C) property resulting from its undergoing any process of production packing treatment testing commissioning servicing or repair
- 6) to
 - A) property in transit
 - B) Money and securities of any description
 - C) vehicles licensed for road use (including accessories thereon) caravans trailers railway locomotives rolling stock watercraft or aircraft
 - D) property or structures in course of construction or erection and materials or supplies in connection with all such property in course of construction or erection

11 Accidental breakage of fixed Glass by fracture extending through its entire thickness including

- A) replacing the broken Glass with glass of similar quality or cost or at the option of the Company paying to the insured the cost of such replacement less the value of any salvage
- B) paying the reasonable cost of any necessary boarding up or temporary glazing pending replacement of the broken Glass and the reasonable cost of removing and refixing window fittings and other obstacles to replacement
- C) Damage to neon and illuminated signs and electric light fitments
- D) accidental breakage of sanitary earthenware
- E) Damage by impact or falling glass to

- 1) the framework and fittings of the ground floor frontage
- 2) goods on display in windows

but excluding in respect of Cover 11

- 1) breakage or Damage
 - A) consequent upon alterations to the framework or position of any of the Glass or to neon and illuminated signs and electric light fitments or to sanitary earthenware
 - B) consequent upon settlement or expansion or contraction of frames or fittings in buildings under construction and during a period of six months after the date of completion of the buildings
 - C) while the Premises are empty or disused unless specifically agreed
 - D) existing prior to the commencement of this Insurance and not subsequently replaced
 - E) in respect of neon and illuminated signs and electric light fitments
 - 1) occasioned by or traceable to wear and tear or gradual deterioration mechanical or electrical breakdown or removal from the fixed position other than by theft of attempt thereat
 - 2) of bulbs or tubes unless consequent upon Damage to signs or fitments
- F) of
 - 1) Glass which is bent tinted stained and fired or incorporated in multiple glazed units
 - 2) lettering or decoration or protective film or alarm foil on Glass

- 2) any consequence of fire or explosion unless more specifically insured under Cover 1

Glass shall be deemed to be normal flat annealed glass including toughened and laminated glass unless otherwise shown in the Schedule

Special Provision

The liability of the Company during any one Period of Insurance in respect of Item E shall not exceed the Sum Insured shown in the schedule

12 Damage by any cause not excluded hereunder to Office Machines if insured but excluding

- 1) Damage caused by
 - A) wear and tear moth vermin atmospheric or climatic conditions or any gradually operating cause
 - B) alterations maintenance repairs or any process of cleaning or restoring
 - C) delay confiscation or detention by order of any government or public authority
 - D) counterfeit substitute or foreign coins
 - E) mechanical or electrical breakdown or derangement
- 2) breakage of electrical valves bulbs or tubes unless forming part of the property and fixed therein and happening as the result of Damage to such property
- 3) the contents of machines unless such contents are shown in the Schedule
- 4) depreciation contamination consequential loss or consequential damage of any kind or description
- 5) Damage consequent upon any person obtaining any of the property by deception

Office Machines shall mean typewriters duplicators photocopying machines calculators accounting machines telephone installations public address systems dictating equipment postal and franking machines and similar office machinery belonging to the Insured or for which the Insured is responsible and the limit any one machine not exceeding €3,180 or as otherwise specified in the Schedule

Insured's Contribution

This insurance does not cover the Insured's Contribution (as shown below or as otherwise specified in the Schedule) being the first part of each and every loss to be borne by the Insured at each separate premises as ascertained after the application of all other terms and conditions of the insurance including the Underinsurance Provision

Covers 9 (Subsidence) if insured	€1,269
All other Covers which are insured	€ 126

Exclusions

This insurance does not cover

A Marine Policies

Damage to property which at the time of the happening of the Damage is insured by or would but for the existence of this insurance 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

B Sonic Bangs

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

C Pollution and Contamination

Damage caused by pollution or contamination except (unless otherwise excluded) destruction of or Damage to the Property Insured caused by

- 1) pollution or contamination which itself results from any Cover insured (other than Cover 10)
- 2) any Cover insured which itself results from pollution or contamination (other than Cover 10)

D Radioactive Contamination

Damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss directly or indirectly caused by or contributed to by or arising from

- 1) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from combustion of nuclear fuel
- 2) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

Definitions of Property

Property Insured

- Buildings
- General Contents
- Stock
- Glass (i.e. normal flat annealed glass) including toughened and laminated glass unless otherwise shown in the Schedule
- Other property or interests



At the Premises including within the open yards forming part of the Premises (subject to any specific exclusions)

all as defined below or more fully described in the Schedule and all being the property of the Insured or for which they are responsible but excluding

- property which is more specifically insured
- unless specifically notified to and accepted by the Company as insured
 - A) lands roads pavements piers jetties bridges culverts or excavations
 - B) livestock growing crops or trees

Buildings

- buildings (being built mainly of brick stone concrete or other non-combustible materials unless otherwise stated in the Schedule)
- landlord's fixtures and fittings in and on the buildings
- small outside buildings extensions annexes gangways
- walls gates and fences
- services which shall mean telephone gas and water mains electrical instruments meters piping cabling and the like and the accessories thereon extending from the buildings to the perimeter of the premises or to the public mains (including those underground)

General Contents

- machinery plant fixtures fittings and other trade equipment
- all office equipment and other contents
- patterns models moulds plans and designs
- computer records documents papers manuscripts and business books for an amount not exceeding €31,800 in respect of one loss
- tenants' improvements alterations and decorations
- in so far as they are not otherwise insured
 - directors' partners' customers' visitors' and employees' personal effects including clothing pedal cycles tools instruments and the like for an amount not exceeding €640 per person
 - but any cover granted under this instance for Damage by theft or attempted theft shall not apply to personal effects partly or wholly of precious metal jewellery watches furs contact lenses portable electronic entertainment equipment cameras Money and securities of any description
- Money and securities of any description for an amount not exceeding €1,270 in total and subject to any specific exclusions in this insurance
- wines spirits cigarettes and tobacco held for entertainment purposes for an amount not exceeding €640 in total in respect of Damage by theft or attempted theft (if insured)
- to the extent that they are not otherwise insured motor vehicles chassis and their contents

Money

— cash bank notes currency notes cheques bankers' drafts postal orders money orders current postage stamps and revenue stamps National Insurance stamps National Savings stamps and certificates holiday savings stamps luncheon vouchers credit company sales vouchers VAT purchase invoices Prize Bonds bills of exchange giro cheques and drafts gift tokens trading stamps unused units in franking machines consumer redemption vouchers and credit cards

Stock

— stock and materials in trade work in progress and finished goods

Designation of Property

Where necessary the item heading under which any property is insured shall be determined by the designation under which such property appears in the Insured's books

The Insurance Provided

In respect of Buildings and Contents (other than motor vehicles directors' partners' and employees' personal effects) the Company will pay—

- A **the cost of reinstatement** being
 - where the property is destroyed the cost of rebuilding or in the case of General Contents the cost of its replacement by similar property
 - where the property is Damaged the cost of repairing or restoring the Damaged portions to a condition substantially the same as but not better or more extensive than its condition when new
- B **the cost of complying with Public Authorities' requirements** being such additional cost of reinstatement of the property as may be incurred with the Company's consent in complying with Building Regulations or local authority or other statutory requirements first imposed upon the Insured following the Damage provided that the reinstatement is completed within twelve months of the occurrence of the Damage or within such further time as the Company may in writing allow
- C **the cost of removing debris** being the cost incurred with the Company's consent in removing debris dismantling demolishing shoring up and propping portions of the property but excluding any costs or expenses
 - 1) incurred in removing from outside the site of the Premises at which the Damage has occurred other than from the area immediately adjacent to that site
 - 2) arising from pollution or contamination of property not covered by this insurance
- D **the cost of professional fees** being those necessarily incurred in the reinstatement of the property but not for preparing any claims

The undernoted provisions apply

- 1 **Public Authorities' Requirements**

The Company shall not be liable in respect of cost B for

 - requirements relating to undamaged property or undamaged portions of property other than foundations (unless foundations are specifically excluded from the insurance)
 - any rate tax duty development or other charge or assessment which may arise out of capital appreciation as a result of complying with any of the regulations or requirements referred to
- 2 **Partial Damage**

Where Damage occurs to only part of a building the Company's liability shall not exceed the amount which the Company would have been liable to pay to reinstate the building had it been wholly destroyed
- 3 **Reinstatement on Another Site**

The work of reinstatement may be carried out wholly or partially upon another site and in any manner suitable to the requirements of the Insured provided that it does not increase the Company's liability

4 Insurable Amount

For the purpose of the Underinsurance Provision the Insurable Amount shall be the Day One Reinstatement Value

Day One Reinstatement Value shall mean the total of the insured costs A B C and D in reinstating the Property Insured to a condition substantially the same as when new at the level of costs applying at the commencement of the Period of Insurance

5 Alternative Basis of Settlement

The Company's liability shall be limited to the Alternative Basis of Settlement (as defined below)

- A) until the cost of reinstatement has actually been incurred
- B) if the work of reinstatement is not carried out as quickly as is reasonably practicable
- C) if at the time of its Damage the property is covered by any other insurance effected by or on behalf of the Insured and such other insurance is not on the identical basis of reinstatement defined in cost A
- D) if in the Schedule it is stated that the Alternative Basis of Settlement applies

Under the Alternative Basis of Settlement the Company will pay the value of the property at the time of its destruction or the amount of the Damage including the cost of

- complying with Public Authorities' requirements
- removing debris
- professional fees

as defined in costs B C and D above and subject to the provisions and exceptions applying to those costs

For the purpose of the Underinsurance Provision the Insurable Amount shall be the total of the value at the time of the Damage of the Property Insured by the item and the additional costs B C and D

In respect of computer records documents papers manuscripts and business books

the Company will pay—

- A) the value of the materials as stationery
- B) the clerical labour and computer time expended in reproducing such computer records or writing up such documents
- C) the costs necessarily and reasonably incurred in connection with the reproduction of any information to be recorded

but excluding the value to the Insured of the information and subject to the Company's liability not exceeding the limit stated in the definition of General Contents

In respect of Stock and other insured property not specifically provided for

the Company will pay the value of the property at the time of its destruction or the amount of the Damage including the cost of removing debris as defined in cost C

The undernoted provisions apply

1 Contract Price

In respect only of goods sold but not delivered for which the Insured are responsible and with regard to which under the conditions of the sale the sale contract is cancelled by reason of any Damage insured either wholly or to the extent of the Damage the Company's liability shall be based on the contract price

2 Insurable Amount

For the purpose of the Underinsurance Provision the Insurable Amount shall be the contract price of those goods to which provision 1 applies and the value at the time of Damage of all other property

General Provisions applicable to all items

Underinsurance

If at the time of the Damage

- the Declared Value by the relative item on Buildings or General Contents or
- the sum insured by the relative item on other property or interests is less than the Insurable Amount
the amount otherwise payable shall be proportionately reduced

Declared Value shall mean

the base value shown in brackets below the sum insured such value excluding any provision for inflation but if the loss is settled under the Alternative Basis of Settlement the Declared Value shall be 115% of the base value shown or if no base value is shown it shall be deemed to be the sum insured

Reinstatement by the Company

The Company may at its own option reinstate or replace any property destroyed or damaged without being bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner

The Insured shall at their own expense produce and provide the Company with all such plans documents books and information as the Company may reasonably require

Extinguishment Expenses

The Company will pay the reasonable costs incurred by the Insured in refilling fire extinguishing appliances and replacing used sprinkler heads solely in consequence of insured Damage to the Property insured.

Glass Cover Extension

Any cover granted under this insurance in respect of Damage to fixed glass includes the reasonable cost of any necessary boarding up or temporary glazing pending replacement of broken glass

Theft Cover Extension

Any cover granted under this insurance in respect of Theft includes

- A) the cost of repairing Damage to the Buildings (whether or not the Buildings are insured hereunder) if the Insured are responsible for the repairs and the Damage is not otherwise insured
- B) the reasonable expenses (not exceeding €640) incurred in necessarily replacing locks to the Buildings or safes or strong-rooms therein consequent upon Theft (as insured) of keys from such building or from the residence of any of the authorised keyholding directors partners or employees of the Insured

Memoranda

Property at other Locations

Subject to all the provisions and exclusions the cover granted by this insurance is extended to apply to the undernoted Property Insured whilst removed from the premises as indicated below except that

- 1) the insurance applies only in so far as the property is not otherwise insured
- 2) any cover granted in respect of Damage by Theft shall not apply under this extension
- 3) this extension applies only to Damage occurring within the Republic of Ireland Great Britain and Northern Ireland
- 4) the Company's liability for any one loss shall not exceed the limit stated

Property and Location

Limit of Liability for any one loss

A Computer record documents papers manuscripts and business books at any location and whilst in definition transit	}	The limit stated in the General Contents
B Stock at any location used by the Insured for storage		
C Other property (excluding vehicles licensed for road use) at any location in the Republic of Ireland to which the property has been temporarily removed for cleaning renovation repair or other similar purposes and whilst in transit	}	10% of the relative sum insured but in no case exceeding €325,000

Buildings and General Contents — Alterations and Additions

If during the period of insurance

- alterations or additions are made to any Buildings insured or
 - Buildings or General Contents are acquired or constructed
- at any Premises covered by this insurance or elsewhere in the Republic of Ireland Great Britain or Northern Ireland and such additional property is not otherwise insured it will be held covered under the relative terms of this insurance from the time from which the Insured became responsible for it until the next renewal of the insurance at which date specific insurance shall be effected

The sum insured (and declared value) by each item shall be deemed to be increased for that period only by the value of the additional property insured under the item and subject to the Company's liability not exceeding €650,000 in respect of additional property at any one Premises All the provisions and conditions of this insurance (including the Alteration Condition) apply to this extension except as expressly varied

Automatic Reinstatement after a Loss

In the absence of written notice by the Insured or the Company to the contrary within 30 days of the occurrence of any Damage the Company's liability shall not be reduced by the amount of any loss and the Insured shall pay the appropriate additional premium for such automatic reinstatement of cover provided that in respect of Damage by Theft (if insured) the automatic reinstatement shall apply on the first occasion only in each Period of Insurance

Transfer of Interest

If at the time of any insured Damage to any building insured the Insured shall have contracted to sell their interest in the building and the purchase is subsequently completed the purchaser shall be entitled on completion of the purchase to the benefit of this insurance in respect of such Damage if and so far as the property is not otherwise insured by the purchaser or on the purchaser's behalf against such Damage without prejudice to the rights and liabilities of the Insured or the Company under this insurance up to the date of completion

Risk Protections

A Automatic Sprinkler and Fire Alarm Installations

(Applicable if a reduced premium rate is allowed on account of such an installation or if the insurance covers Damage by the accidental escape of water from a sprinkler installation)

The Insured shall

- 1) take all reasonable steps to
 - A) prevent frost and other Damage to the installations and in so far as it is their responsibility
 - B) maintain the installations (including the automatic external alarm signal) in efficient condition
 - C) maintain ready access to the water supply control facilities
- 2) In the event that changes repairs or alterations to the installations are proposed notify the Company in writing and obtain its prior agreement in writing
- 3) allow the Company access to the Premises at all reasonable times for the purpose of inspecting the installations
- 4) carry out the routine tests laid down by the Company and remedy promptly any defect revealed by a test

In the event that alterations or repairs become necessary to the automatic sprinkler installation the Company may at their option suspend any cover which is granted against Damage by the accidental escape of water from the installation until the alterations or repairs have been carried out and approved by the Company

Notice of any such action will be given by the Company in writing

B Fire Extinguishing Appliances

The Insured shall maintain all fire extinguishing appliances in efficient working order

C Intruder Alarms

(Applicable to any cover granted in respect of Damage by Theft)

It is a condition precedent to the Company's liability for Damage that

- 1) in respect of any Intruder Alarm System installed at the Premises
 - A) a maintenance contract is maintained in force during the currency of this insurance with the installing contractor or such other contractor as is agreed in writing by the Company
 - B) the Premises are not left unattended unless
 - 1) the Intruder Alarm System is tested and set in its entirety and where the equipment permits any Central Station to which the Intruder Alarm System is connected has acknowledged the setting signal and
 - 2) as far as the Insured or their representative is aware the Intruder Alarm system is in full and efficient working order
 - C) the agreement of the Company is obtained in writing before replacing extending or otherwise altering the Intruder Alarm System
 - D) the Company are notified immediately and in writing if the Insured receive written notification from the Garda Siochana or any other Police Authority that they may be withdrawing response to alarm calls

For the purpose of this condition Intruder Alarm System shall be deemed to include all lines and equipment used to transmit the signals to and from the Premises

- D **Security**
- Whenever the Premises are left unattended
- A) all locks bolts and other protective devices are in full operation
 - B) all keys (including those relating to any part of the Intruder Alarm System) are
 - 1) removed from the Premises or
 - 2) placed within a locked safe or strongroom the keys to which are themselves removed from the Premises

Business Interruption Insurance

If Damage by any of the Covers insured at the Premises to property used by the Insured for the purpose of the Business and causes interruption of or interference with the Insured's Business at the Premises the Company will pay to the Insured the amount of loss resulting from the interruption or interference caused by the Damage in accordance with the provisions of the insurance provided that

- A) payment has been made or liability admitted for the Damage under an insurance covering the interest of the Insured in the property
or
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
- B) the Company's liability in any one period of insurance shall not exceed in the whole the total sum insured or in respect of any item its sum insured or any other stated limit of liability

For the purpose of this insurance Damage shall mean loss destruction or damage

Covers

The following are Covers insured except as otherwise stated in the Schedule

- 1
 - A **Fire** excluding Damage
 - 1) by explosion resulting from fire
 - 2) to property caused by its undergoing any process involving the application of heat
 - B **Explosion** excluding
 - 1) Damage caused by the bursting of any vessel machine or apparatus belonging to or under the control of the Insured in which internal pressure is due to steam only
 - 2) loss resulting from the Insured being deprived of the use of any vessel machine or apparatus or its contents as a result of the explosion thereofbut this shall not exclude explosion of
 - any boiler used for domestic purposes only or of any other boiler or economiser on the Premises
 - gas usedfor domestic purposes only
 - C **Lightning**
 - D **Aircraft** or other aerial devices or articles dropped therefrom
- 2 **Earthquake** excluding Damage caused by fire
- 3 **Riot civil commotion strikers locked-out workers or persons taking part in labour disturbances or malicious persons** excluding Damage
 - 1) arising from confiscation requisition or destruction by order of the government or any public authority
 - 2) arising from cessation of work
- 4 **Storm or Flood** excluding Damage
 - 1) attributable solely to change in the water table level
 - 2) caused by frost subsidence ground heave or landslip

- 3) to fences gates and moveable property in the open
- 5 **Escape of water from any tank apparatus or pipe** excluding Damage
 - 1) by water discharged or leaking from an automatic sprinkler installation
 - 2) in respect of any building which is empty or not in use
- 6 **Impact by any road vehicle** (including any fork lift truck or other industrial vehicle) or animal
- 7 **Accidental escape of water from any automatic sprinkler installation** excluding Damage
 - 1) by freezing in any building which is empty or not in use
 - 2) by heat caused by fire
- 8 **Theft (which is deemed to include attempted theft)** excluding Damage
 - 1) which does not involve
 - entry to or exit from a building by forcible and violent means
 - or
 - actual or threatened assault or violence
 - 2) of property in transit
- 9 **Subsidence ground heave or landslide** excluding Damage
 - 1) arising from the settlement or movement of made-up ground or by coastal or river erosion
 - 2) occurring as a result of the construction demolition structural alteration or structural repair of any property at the Premises
 - 3) arising from normal settlement or bedding down of new structures
 - 4) commencing prior to the granting of cover under this insurance
- 10 **Any other accident** excluding Damage
 - 1) by any of
 - A) the Covers
 - B) the causes expressly excluded from the Covers specified in paragraphs 1-9 (whether or not insured)
 - 2) to any property caused by
 - A) its own faulty or defective design or materials
 - B) inherent vice latent defect gradual deterioration wear and tear
 - C) faulty or defective workmanship operational error or omission on the part of the Insured or any of their employees

but this shall not exclude subsequent Damage which itself results from a cause not otherwise excluded
 - 3) caused by
 - A) corrosion rust wet or dry rot shrinkage evaporation loss of weight dampness dryness marring scratching vermin or insects
 - B) change in temperature colour flavour texture or finish
 - C) joint leakage failure of welds cracking fracturing collapse or overheating of boilers economisers superheaters pressure vessels or any range of steam and feed piping in connection therewith
 - D) mechanical or electrical breakdown or derangement in respect of the particular machine apparatus or equipment in which the breakdown or derangement originates
 - E) the deliberate act of a supply undertaking in withholding the supply of water gas electricity fuel or telecommunications services

but this shall not exclude

 - 1) such Damage which itself results from other Damage and is not otherwise excluded
 - 2) subsequent Damage which itself results from a cause not otherwise excluded
 - 4) caused by

- A) pollution or contamination
- B) acts of fraud or dishonesty
- C) disappearance unexplained or inventory shortage misfiling or misplacing of information
- D) erasure or distortion of information on computer systems or other records
 - 1) whilst mounted in or on any machine or data processing apparatus or
 - 2) due to the presence of a magnetic flux
 unless caused by Damage to the machine or apparatus in which the records are mounted
- 5) to
 - A) a building or structure caused by its own collapse or cracking
 - B) moveable property in the open fences and gates by wind rain hail sleet snow flood or dust
 - C) property resulting from its undergoing any process of production packing treatment testing commissioning servicing or repair
- 6) to
 - A) property in transit
 - B) property or structures in course of construction or erection and materials or supplies in connection with all such property or structures
 - C) vehicles licensed for road use (including accessories thereon) caravans trailers railway locomotives rolling stock watercraft or aircraft
 - D) land roads pavements piers jetties bridges culverts or excavations
 - E) livestock growing crops or trees

Exclusions

This Company shall not be liable for loss resulting from

1 Sonic Bangs

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

2 Pollution and Contamination

pollution or contamination but this shall not exclude loss resulting from Damage (not otherwise excluded) caused by

- 1) pollution or contamination which itself results from any Cover insured (other than Cover 10)
- 2) any Cover insured (other than Cover 10) which itself results from pollution or contamination

3 Radioactive Contamination

Damage occasioned by or happening through or occasioning loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss directly or indirectly caused by or contributed to by or arising from

- 1) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- 2) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

The Insurance Provided

Item on Gross Profit

Subject to the provisions below the Company 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
 - plus
 - 5% of the sum insured by the item (but not more than €325,000)

The following are the provisions referred to above

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 the insured or by others on the Insured's 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 Professional Accountants' Charges

The Company will pay the reasonable charges payable by the Insured to their professional accountants for producing information required by the Company under the terms of the Claims Conditions and for reporting that such information is in accordance with the Insured's accounts

4 Underinsurance (Not applicable if the insurance is on the Declaration-Linked basis)

If the sum insured is less than the Insurable Amount the amount payable shall be proportionately reduced

Definitions

The following notes refer to the Definitions stated below

- 1 To the extent that the Insured is accountable to the tax authorities for Value Added Tax all terms in this insurance shall be exclusive of such tax
- 2 For the purpose of these definitions any adjustment implemented in current cost accounting shall be disregarded

- 3 The amounts of the opening and closing stocks and work in progress shall be arrived at in accordance with the Insured's normal accountancy methods due provision being made for depreciation
- 4 The Uninsured Variable Costs have the meaning usually attached to them in the Insured's accounts
- 5 In the definitions of Estimated Gross Profit Actual Gross Profit and Insurable Amount the amount of Gross Profit shall be proportionately increased to correspond with the Maximum Indemnity Period where it exceeds twelve months

Indemnity Period

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 (as shown in the Schedule)

Turnover

the money paid or payable to the Insured for goods sold and delivered and for services rendered in course of the Business at the Premises

Gross Profit

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

Uninsured Variable Costs

Purchases (net of discounts)

Bad debts

unless otherwise stated in the Schedule

Estimated Gross Profit

the amount declared by the Insured to the Company as representing not less than the Gross Profit which it is anticipated will be earned by the Business during the financial year most nearly concurrent with the period of insurance (subject to the provision of Note 5 above)

Actual Gross Profit

the Gross Profit earned during the financial year most nearly concurrent with the period of insurance (subject to the provision of Note 5 above)

Rate of Gross Profit

the rate which Gross Profit would have borne to Turnover during the Indemnity Period

Standard Turnover

the Turnover which would have been obtained during the Indemnity Period

Insurable Amount

the Gross Profit 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 on 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 (subject to the provision of Note 5 above)

Extensions

The insurance is extended to include loss as insured in consequence of Damage as insured

- A) 1) at any premises not occupied by the Insured but used by them solely for storage purposes
- 2) A) to computer systems or other records
or
- B) to machinery and plant (but not motor vehicles) removed for cleaning renovation repair or other similar purposes whilst temporarily removed from the Premises and in transit by road rail or inland waterway to and from the Premises

in the Republic of Ireland Great Britain and Northern Ireland

- B) at any situations (or to property) as specifically mentioned in the Schedule

provided that the Company's liability after the application of all other terms and conditions of the Policy shall not exceed—

- Under A) 10% of the total of the sums insured or €325,000 whichever is the less (unless otherwise stated in the Schedule)
- Under B) the percentage (of the total of the sums insured by the policy) or monetary limit shown in the Schedule against such situations or property

Failure of Supply

In respect of this section of the Policy the term Damage is extended to include Damage at any

- 1) generating station or substation of the electricity supply undertaking
 - 2) land based premises of the gas supply undertaking or of any natural gas supply producer linked directly therewith
 - 3) water works or pumping station of the water supply undertaking
 - 4) telephone exchanges of the telecommunications supply undertaking
- from which the Insured obtains electricity gas water or telecommunications

Provided that the Company's liability shall not exceed €750,000

The exclusion period is the first 24 hours commencing with the occurrence of the Insured event

Denial of Access

In respect of this section of the Policy the insurance is extended to include loss as insured by the Policy resulting from prevention or hindrance of access to or use of the Premises in consequence of Damage (as insured by the Policy) to Property in the vicinity of such Premises but excluding Damage which prevents or hinders the supply of electricity gas water or telecommunications service providers

Provided that the Company's liability shall not exceed €750,000

Infectious Disease

In respect of this section of the Policy the word Damage is extended to include closure of the Premises or part thereof on the order or advice of any local or governmental authority as a result of an outbreak or occurrence at the Premises of

- A) any humane contagious infectious disease other than acquired immune deficiency syndrome (AIDS) or any AIDS related condition an outbreak of which is required by law or stipulated by the governmental authority to be notified
- B) food or drink poisoning
- C) vermin or pests
- D) defective sanitation

the word Damage is further extended to include

E) any occurrence of murder or suicide at the premises provided that

- 1) the maximum indemnity period is limited to nine months and shall apply from the date from which the closure order is enforced
- 2) the Company shall not be liable under this extension for more than the limit stated below in respect of any one loss

Limit €750,000

Subject otherwise to the terms exclusions and conditions of this policy

Memoranda

Payments on Account

Payments on account may be made during the Indemnity Period if desired

Renewal Clause

(Applicable if the insurance is on the Declaration-Linked basis)

It is a condition of the insurance that prior to each renewal the insured shall provide the Company with the Estimated Gross Profit for the financial year most nearly concurrent with the ensuing period of insurance

Premium Adjustment

(The Schedule shows which clause applies to this insurance)

The following provisions apply separately to each item on Gross Profit

A Where the premium paid is not provisional

At the end of the period of insurance the Company will allow a pro rata return of premium (not exceeding 50% of the premium paid) if the premium calculated at the appropriate rate on the Actual Gross Profit (as reported by the Insured's auditors) is less than the premium paid provided that if the Actual Gross Profit has been affected by Damage as insured the Company will add to the amount declared and additional amount of Gross Profit which would have been earned in the relative financial year had the Damage not occurred and the adjusted figure will be deemed to be the declaration

B Where a provisional premium is paid

The premium paid at the commencement of each period of insurance is provisional and the insured shall declare to the Company within six months of the expiry of each period the Actual Gross Profit as reported by the Insured's auditors The premium will be calculated at the appropriate rate on the declaration and the premium paid will be adjusted as stated below provided that if the Actual Gross Profit has been affected by Damage as insured the Company will add to the amount declared the additional amount of Gross Profit which would have been earned in the relative financial year had the Damage not occurred and the adjusted figure will be deemed to be the declaration

1 If the insurance is not on the Declaration-Linked basis

If the premium calculated is

- a) less than the premium paid
the Company will repay the difference to the Insured but not exceeding the difference between the premium paid and the premium payable on 50% of the sum insured
- b) greater than the premium paid

the Insured shall pay the difference but not exceeding the difference between the premium paid and the premium payable on the full sum insured

In the event that no declaration is received within six months of the expiry of the period of insurance the sum insured will be deemed to be the declaration and the additional premium due will become payable

2 If the insurance is on the Declaration-Linked basis

If the premium calculated is

- a) less than the premium paid
the Company will repay the difference to the Insured
- b) greater than the premium paid
the Insured shall pay the difference

Automatic Reinstatement after a Loss

In the absence of written notice by the insured or the Company to the contrary the Company's liability shall not be reduced by the amount of any loss the Insured undertaking to pay the appropriate additional premium for such automatic reinstatement of cover.

Book Debts Insurance

If any of the Insured's business records at the Premises suffer Damage by any of the Covers insured preventing the Insured from tracing or establishing customer's debit balances in whole or part due to them the Company will pay to the Insured the amount of loss resulting from such Damage in accordance with the provisions of the insurance provided that the Company's liability in any one period of insurance shall not exceed in the whole the total sum insured or in respect of any item its sum insured

For the purpose of this insurance Damage shall mean loss destruction or damage

Covers

The following are the Covers insured except as otherwise stated in the Schedule

- 1 A **Fire**
 B **Explosion**
 C **Lightning**
 D **Aircraft** or other aerial devices or articles dropped therefrom
- 2 **Earthquake** excluding Damage caused by fire
- 3 **Riot civil commotion strikers locked-out workers or persons taking part in labour disturbances or malicious persons** excluding Damage
 - 1) arising from confiscation requisition or destruction by order of the government or any public authority
 - 2) arising from cessation of work
- 4 **Storm or Flood excluding Damage**
 - 1) attributable solely to change in the water table level
 - 2) caused by frost subsidence ground heave or landslip
- 5 **Escape of water from any tank apparatus or pipe** (including any automatic sprinkler installation) excluding Damage by freezing in any building which is empty or not in use
- 6 **Impact** by any road vehicle (including any fork lift truck or other industrial vehicle) or animal
- 7 **Theft (which is deemed to include attempted theft)** excluding Damage
 - 1) arising from any infidelity or dishonesty on the part of the Insured or any of the Insured's directors partners or employees
 - 2) from an unattended vehicle
- 8 **Any other accident** excluding Damage
 - 1) by any
 - A) of the Covers
 - B) of the causes expressly excluded from the Covers specified in paragraphs 1-7
 - 2) by erasure or distortion of information on computer systems or other records due to
 - A) the presence of a magnetic flux
 - B) the failure breakdown or malfunction of equipment
 - C) error in the operating of equipment
 - D) defects in such records

- 3) by any fraudulent or other criminal act for the purpose of obtaining money from the Insured or alteration manipulation or falsification of records for the purpose of concealing such an act
- 4) by any bookkeeping accounting or other errors or omissions
- 5) by disappearance misfiling or misplacing of information or any loss only revealed by periodic check or audit

Exclusions

This insurance does not cover

A **Sonic Bangs**

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

B **Pollution and Contamination**

Damage caused by pollution or contamination except (unless otherwise excluded) destruction of or Damage to the Property Insured caused by

- 1) pollution or contamination which itself results from any Cover insured (other than Cover 8)
- 2) any Cover insured which itself results from pollution or contamination (other than Cover 8)

C **Radioactive Contamination**

Damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss directly or indirectly caused by or contributed to by or arising from

- 1) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from combustion of nuclear fuel
- 2) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

The Insurance Provided

Subject to the provisions below the Company will pay as indemnity —

A the difference between

- 1) the Outstanding Debit Balances and
- 2) the total of the amounts received or traced in connection with such balances

B the additional expenditure incurred with the consent of the Company in tracing and establishing customers' debit balances after the Damage

The following are the provisions referred to above

1) **Professional Accountants' Charges**

The Company will pay the reasonable charges payable by the Insured to their professional accountants for producing information required by the Company under the terms of the Claims Conditions and for reporting that such information is in accordance with the Insured's accounts

2) **Underinsurance**

If at the time of the Damage the sum insured is less than the Outstanding Debit Balances the amount payable shall be proportionately reduced

Definitions

Outstanding Debit Balances the total recorded under the provisions of Debit Recording adjusted for —

- A) bad debts
- B) amounts debited (or invoiced but not debited) and credited (including credit notes and cash not passed through the books at the time of the Damage) to the credit accounts of the Business in the period between the date to which the last monthly record relates and the date of the Damage and
- C) any abnormal condition of trade which had or could have had a material effect on the Business so that the figures thus adjusted shall represent as nearly as reasonably practicable those which would have been obtained at the date of the Damage had the Damage not occurred

General Memoranda

Debit Recording Warranty

The Insured shall maintain a record elsewhere than in the building in which the original records are kept showing the total amount outstanding in the credit accounts of the Business at the end of each month and in the event of Damage giving rise to a claim shall supply that record to the Company

Record Storage Warranty

If the Insured confirms in the proposal form or otherwise to the Company that their records in which credit accounts of the Business are shown are stored in fire resisting safes strongrooms or cabinets when not in use then it is warranted that such storage shall be a condition precedent to the Company's liability

Extension

This insurance extends to include loss as insured by the policy in consequence of Damage by any Cover insured to any of the Insured's records whilst

- A) temporarily at premises occupied by persons acting on the Insured's behalf
- B) in transit in the Republic of Ireland Great Britain and Northern Ireland

Money Insurance

Section 1 Money

The Company will indemnify the Insured up to the Limit of Liability for any loss of or damage to the Money and property described in Items 1 to 4 below occurring during the Period of Insurance provided that

- A) as regards Item 3 the loss or damage is due to robbery or attempt thereat
- B) as regards Item 4 the loss or damage is due to theft or attempt thereat and
- C) the Company's liability in respect of any one occurrence or number of occurrences arising directly or indirectly from any one source or original cause shall not exceed the relevant Limit of Liability

Item No	Limit of Liability any one loss
1 Money as described in Interpretation 1A in the Insured's Premises during Working Hours or in transit or in a bank night safe and thereafter within bank premises until at the bank's risk or at any of the Insured's contract sites during Working Hours	As shown in the Schedule
A) in the Insured's Premises out of Working Hours	
1) in locked safes or strongrooms as shown in the Schedule	As shown in the Schedule
2) in all other locked safes or strongrooms	€1,270 in total
3) not in a locked safe or strongroom	€320
B) in the Insured's residence or that of any of the Insured's directors partners or employees	
1) while in a locked safe or while an adult is in the residence	€640
2) otherwise	€320
2 Money as described in Interpretation 1B	€325,000
3 Clothing and personal effects (not exceeding €35 per person in personal money) belonging to the Insured or any of the Insured's directors partners or employees while engaged in the Business	€320 per person
4 Any postal franking machine safe strongroom or any container or waistcoat used for the carriage of Money belonging to the Insured or for which the Insured is responsible	Unlimited

Exclusions

The Company shall not be liable for

- 1) loss by theft by any director partner or employee of the Insured not discovered within seven working days of the occurrence
- 2) shortage due to error or omission
- 3) loss from an unattended vehicle
- 4) loss due to the use of counterfeit Money
- 5) loss or damage not within the Republic of Ireland Great Britain Northern Ireland the Channel Islands or the Isle of Man
- 6) loss destruction or damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds
- 7) loss or damage arising from war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power

- 8) loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss directly or indirectly caused by or contributed to by arising from
 - 1) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - 2) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
- 9) **Northern Ireland**
 Damage in Northern Ireland occasioned by or happening through or in consequence of
 - 1) civil commotion
 - 2) any unlawful wanton or malicious act committed maliciously by a person or persons acting on behalf of or in connection with any unlawful association
 For the purpose of this exclusion
 Unlawful Association means any organisation which is engaged in Terrorism and includes an organisation which at any relevant time is a proscribed organisation within the meaning of the Northern Ireland (Emergency Provisions) Act 1973
 Terrorism means the use of violence for political ends and includes any use of violence for the purpose of putting the public or any section of the public in fear
 In any action suit or other proceedings where the Company alleges that by reason of the provisions of this exclusion any Damage is not covered by this insurance the burden of proving that such Damage is covered shall be upon the Insured

Interpretations

- 1 Money shall mean
 - A cash bank notes currency notes uncrossed cheques (including uncrossed giro cheques giro cash cheques and travellers cheques but excluding pre-signed blank cheques) uncrossed bankers' drafts uncrossed postal orders uncrossed money orders current postage and revenue stamps National Savings stamps bills of exchange luncheon vouchers consumer redemption vouchers Holiday with Pay stamps gift tokens trading stamps
 - B crossed cheques (including crossed giro cheques and drafts but excluding pre-signed blank cheques) crossed bankers' drafts crossed postal orders crossed money orders unused units in franking machines National Savings certificates Prize Bonds credit company sales vouchers VAT purchase invoices belonging to the Insured or for which the Insured is responsible and pertaining to the Business
- 2 Working Hours shall mean
 the period during which the Premises are actually occupied for Business purposes and during which the Insured or those of the Insured's employees who are entrusted with Money are in the Premises or on the Insured's contract sites

Special Conditions

- 1 It is a condition precedent to the Company's liability for loss or damage that
 - A) in respect of any Intruder Alarm System installed at the Premises
 - 1) a maintenance contract is maintained in force during the currency of the Policy with the installing contractor or such other contractor as is agreed in writing by the Company
 - 2) the Business Premises are not left unattended unless
 - A) the Intruder Alarm System is tested and set in its entirety and where the equipment permits any Central Station to which the Intruder Alarm System is connected has acknowledged the setting signal and

- B) as far as the Insured or his representative is aware the Intruder Alarm Signal is in full and efficient working order
- 3) the agreement of the Company is obtained in writing before replacing extending or otherwise altering the Intruder Alarm System
- 4) the Company is notified immediately and in writing if the Insured receive written notification from the Garda Siochana or any other police authority that they may be withdrawing response to alarm calls
- B) whenever the Premises are left unattended
 - 1) all locks bolts and other protective devices are in full operation
 - 2) all keys (including those relating to any part of the Intruder Alarm System) other than keys to safes or strongrooms containing money are
 - A) removed from the Business Premises or
 - B) placed within a locked safe or strongroom the keys to which are themselves removed from the Business Premises
- C) out of working hours all keys and notes of combination lock letters and numbers of safes and strongrooms containing Money are removed from the Business Premises

Interpretation

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

Custodian Warranty

It is a condition of this policy that the following precautions be adopted for the transit of money (other than money described in interpretation 1B)

<u>Amount in Transit</u>	<u>Minimum Number of Able-bodied persons to accompany transits</u>
Up to €3,810	1
Over €3,810 but not exceeding €7,620	2
Over €7,620 but not exceeding €12,700	3

Amounts in excess of €12,700 to be carried by professional carriers approved by the Company

Notes to be carried on the person and coin in a bag or bags and transits of amounts over €3,810 to be carried out by motor car

Section 2 Personal Injury (Robbery)

In the event of the Insured or any director partner or employee of the Insured (hereinafter called the Insured Person) sustaining accidental bodily injury during the Period of Insurance which

- A) is sustained solely and directly as a result of robbery or attempt thereof while such Insured Person is engaged in the Business and
- B) within two years is the sole cause of Death Disablement or incurring of Medical Expenses for which the Benefit is claimed

the Company will pay the appropriate Benefit to the Insured in accordance with the number of Units of cover as shown in the Schedule

For the purposes of Section 2 of this Insurance bodily injury does not include sickness or disease or any naturally occurring condition or degenerative process or the result of a gradually operating cause

Exclusions

The Company will not pay the Benefit if

- 1 bodily injury is sustained by any person before such person attains the age of sixteen years or after the expiry of the Period of Insurance during which such person attains the age of seventy years
- 2 bodily injury Death Disablement or Medical Expenses is the result of or is contributed to by the Insured Person having a physical or mental defect of any sort which was known either to the Insured or the Insured Person when the Policy was issued or at renewal

However the Exclusion shall not apply if the defect has been notified to the Company and accepted in writing

Interpretations

- 1 Benefits shall mean
 - 1 Death Disablement
 - 2 Loss of one or more Limbs or Eyes
 - 3 Permanent Total Disablement other than by Loss of Limb or Eye from gainful employment of any and every kind
 - 4 Temporary Total Disablement from usual occupation
 - 5 Medical Expenses necessarily incurred in the treatment of the Insured Person
- 2 The amount payable for each Unit of cover shall be:
 - Benefit
 - 1 €6,350
 - 2 €6,350
 - 3 €6,350
 - 4 €65 per week for a maximum of 104 weeks in all and not necessarily consecutive
 - 5 Reimbursement up to 15% of the amount payable under Benefit 4
- 3 Loss of Limb shall mean
 - A) in the case of a leg loss by 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 physical severance of the entire four fingers through or above the meta carpo phalangeal joints or permanent total loss of use of a complete arm or hand

4 Loss of Eye shall mean permanent and total loss of sight

5 Medical expenses shall mean the cost of medical surgical or other remedial attention treatment or appliances given or prescribed by a qualified member of the medical profession and all hospital nursing home and ambulance charges

Special Condition

1 Benefits

- A) Benefit shall not be payable for any one Insured Person under more than one of Benefits 1 to 3 in connection with the same occurrence of bodily injury
- B) On the happening of any occurrence giving rise to a claim under any of Benefits 1 to 3 this Section shall thereafter cease to apply to that Insured Person
- C) Total Disablement shall have lasted for 104 weeks and have been proved to the Company's satisfaction to be permanent and without expectation of recovery before Benefit 3 becomes payable
- D) The amount payable per week under Benefit 4 shall not exceed the Insured Person's pre-injury weekly earnings from the Business
- E) No sum payable shall carry interest
- F) No Benefit shall be payable due solely to inability to take part in sports or pastimes

LIABILITY INSURANCE

Definitions

1. Person Entitled to Indemnity

Person Entitled to Indemnity shall mean

- A. the Insured
- B. the personal representatives of the Insured in respect of legal liability incurred by the Insured
- C. at the request of the Insured
 - i. any principal
 - ii. any director or partner of the Insured
 - iii. any Person Employed
 - against legal liability in respect of which the Insured would have been entitled to indemnity under this Policy if the claim had been made against the Insured
- iv. the officers committees and members of the Insured's canteen social sports welfare and safety organisations and first aid fire ambulance medical and security services in their respective capacities as such but this shall not include medical or dental practitioners in relation to medical services provided
- v. any director or partner of the Insured or Employee in respect of private work undertaken by any Person Employed for such director partner or Employee with the prior consent of the Insured each of whom shall as though the Insured be subject to the terms of this Policy so far as they can apply

2. Employee

Employee shall mean any individual under a contract of service or apprenticeship with the Insured

3. Person Employed

Person Employed shall mean any

- A. Employee
 - B. labour master and individuals supplied by him
 - C. individual employed by labour only sub-contractors
 - D. self employed individual (not being in partnership with the Insured)
 - E. individual hired to or borrowed by the Insured
 - F. individual undertaking study or work experience while under the supervision of the Insured
- } while under the direct control and supervision of the Insured

4. Injury

Injury shall mean bodily injury death disease or illness

5. Property

Property shall mean material property but shall not include Data

6. Business

Business shall mean that which is specified in the Schedule which must be conducted solely from premises in the Republic of Ireland and shall include

- A. ownership repair and maintenance of property used in connection with the Business
- B. provision and management of canteen social sports welfare and safety organisations and first aid ambulance and medical services for the benefit of any Person Employed
- C. fire and security services maintained solely for the protection of premises owned or occupied by the Insured

D. private work undertaken by any Person Employed for any director or partner of the Insured or Employee with the prior consent of the Insured

but in respect of Section 1 shall not include any work undertaken Offshore

7. Offshore

Offshore shall mean embarkation on to a vessel or aircraft for conveyance to an offshore rig or platform until disembarkation from the conveyance on to land upon return from such offshore rig or platform

8. Mechanically Propelled Vehicle

Mechanically Propelled Vehicle shall mean a mechanically propelled vehicle as defined by the Road Traffic Acts

9. Event

Event shall mean one occurrence or all occurrences of a series consequent on or attributable to one source or original cause

10. Insured's Contribution

Insured's Contribution shall mean the amount or amounts specified in the Schedule which the insured agrees to pay

11. 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.

12. Asbestos

Asbestos shall mean crocidolite amosite chrysotile fibrous actinolite fibrous anthophyllite or fibrous tremolite or any mixture containing any of those materials

13. Asbestos Dust

Asbestos Dust shall mean fibres or particles of asbestos

14. Asbestos Containing Materials

Asbestos Containing Materials shall mean any material containing Asbestos or Asbestos Dust

Interpretation

The use of headings and sub-headings is for ease of reference only and is not intended to be construed as an aid to interpretation

The insurance provided by Section 1 is on a costs inclusive basis whereby the costs and expenses of the claimant and the costs and expenses (Incurred by the Company or with the Company's written consent) of any Person Entitled to Indemnity are Included within the Limit of Indemnity stated in the Schedule

Section 1 Employer's Liability

The Company will provide indemnity to any Person Entitled to Indemnity

1. against legal liability of any damages in respect of Injury of any Person Employed caused during any Period of Insurance
 - A. in the Republic of Ireland
 - or
 - B. while temporarily outside such territoryarising out of and in the course of employment by the Insured in the Business
2. against legal liability for claimant's costs and expenses in connection with 1 above
3. in respect of
 - A. costs of legal representation at
 - i. any coroner's inquest or inquiry in respect of any death
 - ii. proceedings in any court arising out of any alleged breach of statutory duty resulting in Injury which may be the subject of indemnity under this Section
 - B. all other costs and expenses in relation to any matter which may form the subject of a claim for indemnity under 1 aboveincurred with the Company's written consent

Provided that in respect of any one Event

1. the total amount payable under this Section (including all Extensions and Memoranda) shall not exceed the Limit of Indemnity
2. the Company may at its absolute discretion and at any time pay the Limit of Indemnity (less any sums already paid or incurred) or any less amount for which the claims arising out of such Event can be settled the Company will then relinquish control of such claims and be under no further liability in respect thereof

Exclusions to Section 1

The indemnity will not apply

1. Nuclear Radiation

to legal liability of whatsoever nature directly caused by or contributed to or arising from

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

where such legal liability is

- i. that of any principal
- ii. accepted under agreement and would not have attached in the absence of such agreement

2. Motor Insurance

in respect of Injury for which the Insured is required to arrange motor insurance or security in accordance with any road traffic legislation within the European Union

Extensions to Section 1

(subject otherwise to the terms of this Policy)

1. Compensation for Court Attendance

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

- | | |
|---|------|
| A. any director or partner of the Insured | €750 |
| B. any Employee | €500 |

Section 2 Public/Products Liability

The Company will provide indemnity to any Person Entitled to Indemnity

1. up to the Limit of Indemnity against legal liability for damages in respect of
 - A. accidental Injury of any person
 - B. accidental loss of or damage to Property
 - C. nuisance trespass to land or trespass to goods or interference with any easement right of air light water or way other than legal liability for damages which result from a deliberate act or omission of the Insured or which is a natural consequence of the ordinary conduct of the Business and which could reasonably have been expected by the Insured having regard to the nature and circumstances of such act or omission

happening during any Period of Insurance in connection with the Business

2. against legal liability for claimant's costs and expenses in connection with 1 above
3. in respect of
 - A. costs of legal representation at
 - i. any coroner's inquest or inquiry in respect of any death
 - ii. proceedings in any court arising out of any alleged breach of statutory duty resulting in any occurrence specified in 1 abovewhich may be the subject of indemnity under this Section
 - B. all other costs and expenses in relation to any matter which may form the subject of a claim for indemnity under 1 above

incurred with the Company's written consent

Provided that in respect of

- A. any one Event
- B. all Events happening during any Period of Insurance in respect of products supplied
- C. all incidents considered to have occurred during any Period of Insurance in respect of pollution or contamination of buildings or other structures or of water or land or of the atmosphere

the following shall apply

1. the total amount payable by the Company in respect of 1 above and all Extensions and Memoranda shall not exceed the Limit of Indemnity
2. the Insured's Contribution in respect of damages and claimant's costs and expenses will be payable before the Company shall be liable to make any payment
3. the Company may at its absolute discretion and at any time pay the Limit of Indemnity (less any sums already paid as damages) or any less amount for which the claims arising out of such Event can be settled The Company will then relinquish control of such claims and be under no further liability in respect thereof except for costs and expenses for which the Company may be responsible prior to the date of such payment

4. where the Company is liable to indemnify more than one person the total amount of indemnity in respect of damages shall not exceed the Limit of Indemnity

Exclusions to Section 2

The indemnity will not apply to legal liability

1. Motorised Craft

arising from or out of the ownership possession or use by or on behalf of the Insured or any Person Entitled to Indemnity of any

A. Mechanically Propelled Vehicle other than legal liability arising out of

- i. the use of plant as a tool of trade on site
- ii. the use of plant at the premises of the Insured
- iii. the loading or unloading of any Mechanically Propelled Vehicle
- iv. the ownership possession or use of a semi-trailer or trailer (whether coupled or uncoupled to any vehicle)

except where indemnity is provided by any motor insurance contract or where insurance or security is required by law

B. aircraft or other aerial device

C. aerospace device

D. hovercraft

E. water-borne craft (other than hand-propelled or sailing craft in inland or territorial waters)

2. Persons Employed

for bodily injury to or death disease or illness of any Person Employed arising out of and in the course of employment by the Insured in the Business

3. Third Party Property

for or arising from loss of or damage to any Property which at the time of the Event giving rise to such legal liability is owned by or held in trust by or in the custody or control of the insured other than

- A. Employees' directors' partners' or visitors' personal effects including vehicles and their contents
- B. premises and their contents not owned by or leased or rented to the Insured at which the Insured is undertaking work in connection with the Business
- C. premises and their fixtures and fittings leased or rented to the Insured unless such legal liability
 - i. has been accepted by agreement in which case the indemnity will only be provided to the extent that such liability would have attached in the absence of such agreement
 - ii. arises from an agreement to maintain in force insurance in respect of loss of or damage to such premises and their fixtures and fittings

4. Pollution

caused by or arising out of pollution or contamination of buildings or other structures or of water or land or the atmosphere 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

5. Defective / Unsuitable Products

- A. in respect of loss of or damage to any
 - i. product supplied by the Insured
 - ii. contract work executed by the Insuredcaused by any defect therein or the unsuitability thereof for its intended purpose
- B. for the costs of recall removal repair alteration replacement or reinstatement of any
 - i. product supplied by the Insured
 - ii. contract work executed by the Insurednecessitated by any defect therein or the unsuitability thereof for its intended purpose

6. Advice, Design, Specification

arising from or in connection with

- A. advice provided for a fee
- B. design provided for a fee
- C. specification provided for a fee

7. Liability Accepted by Agreement

arising from or in connection with any

- A. product supplied by the Insured
- B. contract work executed by the Insured

where such legal liability has been accepted by agreement except that such liability would have attached in the absence of such agreement

8. Fines, Compensation and Damages

for

- A. fines or penalties
- B. compensation ordered or awarded by a Court of Criminal Jurisdiction
- C. aggravated exemplary or punitive damages awarded by any court outside the Republic of Ireland

9. Nuclear Radiation

of whatsoever nature directly or indirectly caused by or contributed to by or arising from

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

10. Asbestos

for

- A. bodily injury death disease or illness or fear of suffering bodily injury death disease or illness arising out of actual or suspected exposure to Asbestos Asbestos Dust or Asbestos Containing Materials
- B. accidental loss of or damage to Property arising out of actual or suspected exposure to Asbestos Asbestos Dust or Asbestos Containing Materials
- C. costs of management removal repair alteration recall replacement or reinstatement of any property or part thereof arising out of the presence of Asbestos Asbestos Dust or Asbestos Containing Material

Extensions to Section 2 (subject otherwise to the terms of this Policy)

1. Cross Liabilities

If the Insured comprises more than one party the Company will provide indemnity to each in the same manner and to the same extent as if a separate Policy had been issued to each
Provided that the total amount payable in respect of damages shall not exceed the Limit of Indemnity

2. Compensation for Court Attendance

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

- A. any director or partner of the Insured €750
- B. any Employee €500

3. Contingent Motor Liability

Notwithstanding Exclusion 1 A) the Company will provide indemnity to the Insured against legal Liability arising out of the use in the course of the Business by any Employee of any Mechanically Propelled Vehicle not the property of nor provided by the Insured

The indemnity will not apply to legal liability

- A. in respect of loss or damage to such vehicle or to property conveyed therein
- B. arising while such vehicle is being driven by the Insured
- C. in respect of which the Insured is entitled to indemnity under any other insurance
- D. arising outside the Republic of Ireland

Additional Information

(not forming part of your contract)

Intact Insurance Data Protection Notice

At Intact Insurance we are committed to ensuring that your personal data is protected. To keep you informed, we have created a Data Protection Notice which explains how we use any personal data we collect about you and how you can exercise your data protection rights. A copy of this Data Protection Notice can be found in the Terms of Business which is issued in conjunction with the policy document and also included within renewal documentation. The Data Protection Notice may be updated from time to time. It can be accessed at; www.intactinsurance.ie.

Customer Complaints Procedure

We are committed to providing our customers with a high standard of service at all times. If you have a complaint in connection with company service, the details of your policy, perceived conflict of interest or treatment of a claim please contact your Insurance Broker or our Customer Service team at;

Intact Insurance Ireland DAC
Intact House
Dundrum Town Centre
Sandyford Road
Dublin 16
D16 FC92.

Telephone: 01 290 1000 / Outside Ireland: 00353 1 290 1000

Email: complaints@intactinsurance.ie

In the event of your complaint not being resolved to your satisfaction you may contact:

The Financial Services and Pension Ombudsman (FSPO), 3rd Floor, Lincoln House, Lincoln Place, Dublin 2, D02 VH29. Telephone +353 567 7000. Email: info@fspoi.ie

You may appeal a Financial Services and Pension Ombudsman finding to the High Court. We will not bear the cost of any appeal you bring.



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Multi-risks PD BI (GP) Book Debts Money EL PL 10/25