



ROBERTSON  
LOW

Part of **HOWDEN**



# Business Protect Policy Wording

# Contents

Contents .....	1
Introduction .....	2
Your Policy.....	3
Operation of the Policy.....	4
Policy Definitions.....	5
Policy and Claims Conditions .....	1
General Conditions .....	9
Policy Exclusions .....	10
Policy Extensions.....	12
Property Damage Insurance .....	13
Business Interruption Insurance.....	27
Liability Insurance .....	36
Section 1 – Employers’ Liability .....	36
Section 2 – Public/Products Liability .....	38
Money Insurance .....	44
Section 1 – Money .....	44
Section 2 – Personal Injury (Robbery) .....	46
Additional Information .....	47

# Introduction

Welcome to Intact. Thank you for choosing us as your insurer.

This is your **BusinessProtect** policy wording.

Intact [as part of Intact Financial Corporation] is one of the world's longest serving general insurance companies. Our purpose is to help our customers prosper in the good times whilst building resilience for the more testing times.

Through the strength of our products and the expertise of our teams, we aim to minimise disruption to your business. So, when your circumstances change or you are faced with the unexpected, you can focus on running your business knowing that you are in safe hands.

Your Policy comprises of a number of documents including the policy wording (this document), the Schedule (as defined) and the Statement of Fact (as defined). In the event of any inconsistency between any terms of this Policy, the terms set out in the Schedule shall take precedence over any terms in the policy wording. This Policy is a legal contract and all documents should be kept in a safe place.

Please read the Policy carefully and if it does not meet your needs, please return it to your insurance intermediary.

## Your Policy

The Policy is a legal contract between you (also referred to as the Insured or your) and us (also referred to as Intact Insurance Ireland DAC, the Company, we, our).

For all purposes, all parties included in the definition of the Insured in the Schedule, shall constitute one Insured, or one party, or legal entity, so that there will be only two parties to the contract of insurance between you and the Company.

The policy wording, Schedule, Statement of Fact, endorsements, memoranda and certificates should be read as if they are one document.

Your Policy is made up of individual sections. It should be read together with the Schedule which specifies the sections for which insurance is in place.

We have relied on the information provided by you in response to questions asked by us and on information supplied by your insurance intermediary. Our acceptance of this risk and the Premium charged, and the terms and conditions applied have been based upon the information provided to the Company. Any material change or alteration in the original information presented to us must be advised to us immediately. Failure to do so may result in the Company refusing indemnity in relation to a claim.

### **Cooling-off period**

If you are a consumer for the purposes of the Consumer Insurance Contracts Act 2019 (or subsequent amending legislation), you will have the right to cancel your policy as set out in the act. This means that a consumer may cancel the Policy by giving notice in writing of cancellation to the Company within 14 working days after:

- A) the day the contract is entered into;
- or;
- B) the day on which the consumer is given the contractual terms and conditions of the Policy;

whichever is the later.

In this situation the Company shall retain the Premium for the time on cover and shall return the balance of the Premium paid. Under certain circumstances policies may be deemed to have never been in force and we may agree to void the Policy from inception and return the full Premium you have paid to us.

## Operation of the Policy

Intact	Intact Insurance Ireland DAC trading as INTACT is regulated by the Central Bank of Ireland.
The law that applies to the contract	The relevant European and Irish laws, allows both parties, both the Insured and the Company, to choose the law applicable to this contract. We propose that Irish law will apply to the contract.
Use of language	Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English.
Insurance Act 1936 (Section 93)	All money which is paid or may be paid by us to you under the Policy will be paid in the Republic of Ireland.
Stamp Duties Consolidation Act (1999)	The appropriate stamp duty has been or will be paid in accordance with the provisions of Section 5 of the Stamp Duties Consolidation Act 1999.
Currency	All monies which become due under the Policy shall be paid or payable in Euro currency unless otherwise agreed by the Company.
Singular or plural	Any reference to the singular will include the plural or vice versa.
Legislation	Any reference to any statute or statutory instrument will include any modifications or re-enactment thereto.
Headings	Any heading in this Policy is for ease of reference only and does not affect its interpretation.
Policy Definitions	The words defined within this section of the policy will have the same meaning wherever they appear in the Policy if they commence with a capital letter.

# Policy Definitions

The following words or expressions shall have the meanings set out below:

## **Act of Terrorism**

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

## **Aircraft Products**

Any structural parts, propulsion equipment, landing gear, substructure electronic equipment, hydraulic equipment, technical instruments, tyres, fuel equipment or any other product which is knowingly manufactured, sold or distributed by the Insured for use in any aircraft aerospace device or aerial device.

## **Airside**

Airside shall mean that part of any airport, airfield or military installation provided for:

- A) the take-off or landing of aircraft or the movement of aircraft on the ground;
- B) aircraft parking including any associated service roads, refuelling areas, ground equipment, parking areas, aprons, maintenance areas and hangars.

## **Alternative Basis of Settlement**

The value of the Property at the time of its destruction.

## **Annual Salary**

Annual Salary shall mean the Insured Person's total annual remuneration excluding payments for overtime, commission or bonus (unless otherwise agreed in writing by the Company) payable by the Insured to the Insured Person at the date bodily injury is sustained following a robbery or attempt thereat.

## **Asbestos**

Crocidolite, amosite chrysotile, fibrous actinolite, fibrous anthophyllite, or fibrous tremolite or any mixture containing any of those minerals.

## **Asbestos Containing Materials**

Any material containing Asbestos or Asbestos Dust.

## **Asbestos Dust**

Fibres or particles of Asbestos.

## **Buildings**

Buildings of the Premises, landlord's fixtures and fittings in and on the buildings, outside buildings, extensions, annexes, gangways, walls, gates, fences, yards, car parks, roads, pavements, forecourts, paved areas, solar panels, fixed signage, canopies, street furniture, building management security systems, landscaping, recreational features, foundations, glass, telephone, gas and water mains, electrical installation, meters, piping, cabling and the accessories thereon extending from the buildings to the perimeter of the Premises or to the public mains (including those underground).

## **Business**

A) Applicable to Liability Insurance only

The business which is specified in the Schedule and conducted solely from premises in the Republic of Ireland and shall include:

- 1) repair and maintenance of the Insured's own Property used in connection with the Business;
- 2) 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;
- 3) fire and security services maintained solely for the protection of Premises owned or occupied by the Insured;
- 4) private work undertaken by any Person Employed for any director or partner of the Insured or Employee with the prior consent of the Insured;
- 5) attendance at or participation in trade fairs, shows and exhibitions by any Employee or director in connection with their employment;

but in respect of Section 1 Employers Liability, shall not include any work undertaken Offshore.

B) Applicable to all other sections

The Business Description of the Insured as stated in the Schedule.

## **Company**

INTACT Insurance Ireland DAC

## **Computer Equipment**

All equipment (including interconnecting wiring, fixed disks and telecommunications equipment) used for the storage and communication of Electronic Data including ancillary equipment solely for use with this equipment comprising, air conditioning equipment, generating equipment, UPS voltage regulating equipment, temperature and humidity equipment, electronic access equipment, lighting and transient over-voltage protection devices, lockdown security devices, gas flooding cylinders and pipework and computer room partitioning.

## **Computer System**

Any computer, hardware, software, communications system, electronic device (including, but not limited to, any smart phone, laptop, tablet, or wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data processing media, networking equipment or back up facility, whether owned or operated by any party.

## **Cyber Act**

An unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.

## **Cyber Incident**

- A) Any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or
- B) Any partial or total unavailability or failure of series of related partial or total unavailability's or failure to access, process, use or operate any Computer System.

**Cyber Loss**

Any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with any Cyber Act or Cyber Incident.

**Damage**

Physical loss destruction or damage.

**Damaged**

Physically lost destroyed or damaged.

**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.

**Electronic Data**

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

**Employee**

Any individual under a contract of service or apprenticeship with the Insured.

**Estimated Gross Profit or Estimated Gross Revenue**

The amount declared by the Insured to the Company, as representing not less than the Gross Profit or Gross Revenue which it is anticipated will be earned by the Business during the financial year most nearly concurrent with the Period of Insurance.

**Event**

One occurrence or all occurrences of a series consequent on or attributable to one source or original cause.

**Fire Alarm System**

Fire alarm system including all lines and equipment used to transmit the signals to and from the Premises.

**Flood**

Water escaping or being released from the normal confines of any lake, river, stream, canal, sea, turlough, dam or any other body of water or the extremely heavy or persistent downpour of rain that saturates a drainage system or the land surrounding the Property so that the excess water cannot be absorbed, causing the water to enter the Property at ground level causing Damage.

**General Contents**

- machinery, plant, fixtures, fittings and other trade equipment;
- all office equipment and other contents;
- Computer Equipment;
- patterns, models, moulds, plans and designs;
- documents, manuscripts and business books the limit of liability being €50,000;
- Electronic Data;
- directors', partners', employees' and guests' personal effects including clothing, pedal cycles, tools and instruments for an amount not exceeding €1,000 per person;
- Money and securities of any description the limit of liability being €2,500 and subject to any specific exclusions in this insurance;

- wines, spirits, cigarettes and tobacco held for entertainment purposes the limit of liability being €1,000 in respect of Damage by theft (if insured);
- to the extent that they are not otherwise insured motor vehicles and their contents.

### **Ground Heave**

Upward movement or expansion of the site on which the Buildings or General Contents stand due to the removal of load from the site or actions within the site itself.

### **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.

### **Gross Revenue**

The money paid or payable to the Insured for work done and services rendered, in course of the Business, at the Premises.

### **Household Contents**

Household goods and personal effects of every description belonging to the Insured or to any member of the Insured's family permanently residing with the Insured excluding Money, Non-negotiable Money, motor vehicles and accessories, livestock and documents of any kind.

Subject to no one article of gold, silver or other precious metal, jewellery, fur, curio, picture or other work of art or stamp collection valued at more than 5% of the Sum Insured by this item.

### **Indemnity Period**

The period beginning when the Damage occurs, 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).

### **Injury**

Bodily injury, death, disease or illness.

### **Insurable Amount**

The Gross Profit or Gross Revenue which would have been earned in the twelve months immediately following the date of Damage, if the Damage had not occurred and allowing for trends of the Business or circumstances which would have affected the Business irrespective of the Damage occurring.

The amount of Gross Profit or Gross Revenue shall be proportionately increased to correspond with the Maximum Indemnity Period where it exceeds twelve months.

### **Insured**

The person(s) or entity(ies) listed in the Schedule.

### **Insured's Contribution**

A) Applicable to Property Damage Insurance only

The first monetary amount of any claim borne by the Insured, at each separate Premises, as ascertained after the application of all other terms and conditions including the underinsurance provision.

B) Applicable to Liability Insurance only

The amount or amounts which the Insured agrees to pay in respect of:

- 1) the claimant's damages.

2) the claimant's costs and expenses.

C) Applicable to Money Insurance only

The first monetary amount of any claim borne by the Insured after the application of all other terms and conditions as specified in the Schedule.

**Insured Person**

The Insured (if an individual) or any director, partner or Employee of an insured entity.

**Intruder Alarm System**

The intruder alarm system including all lines and equipment used to transmit the signals to and from the Premises.

**Landslip**

The sliding of a mass of loosened rocks or earth down a hillside or slope or the downward movement of sloping ground resulting from the action of self-weight stresses and imposed loadings exceeding the available strength of the ground.

**Limit of Indemnity**

The amount stated in the Schedule.

**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, or;
- B) in the case of an arm, loss by physical severance of the entire four fingers through or above the metacarpophalangeal joints (where the fingers join the palm of the hand) or permanent total loss of use of a complete arm or hand.

**Loss of Eye**

Shall mean permanent and total loss of sight which will be considered as having occurred:

- A) in both eyes if the Insured Person's name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist, or;
- B) in one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen scale (meaning seeing at 3 feet what the Insured Person should see at 60 feet).

**Maintenance Agreement**

An agreement which provides the Insured with remedial or corrective maintenance including repair or replacement in the event of breakdown or derangement arising out of the normal use of the Computer Equipment.

**Mechanically Propelled Vehicle**

A mechanically propelled vehicle as defined by the Road Traffic Acts.

**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.

**Medical Practitioner**

A registered and legally qualified medical practitioner other than an Insured Person or a member of the Insured's Person's family.

**Microchip**

A unit of packaged computer circuitry manufactured in small scale and made for program logic including computer memory purposes and expressly includes integrated circuits and microcontrollers.

**Money**

Cash, bank notes, bonds, credit cards, currency notes, uncrossed cheques, travellers cheques (including uncrossed giro cheques and giro cash but excluding pre-signed blank cheques), uncrossed banker's drafts, uncrossed postal orders, uncrossed money orders, current postage and revenue stamps, National Savings Stamps, bills of exchange, consumer redemption vouchers, gift tokens, trading stamps, bus tickets, lottery tickets and telephone cards belonging to the Insured or for which the Insured is responsible and pertaining to the Business.

**Non-negotiable Money**

Crossed cheques (including crossed giro cheques and drafts but excluding pre-signed blank cheques), crossed banker's drafts, cross postal orders, crossed money orders, unused units in franking machines, National Savings Certificates, Premium Bonds, credit company sales vouchers and VAT purchase invoices, belonging to the Insured or for which the Insured is responsible and pertaining to the Business.

**Offshore**

Embarkation onto a vessel or aircraft for conveyance to an offshore rig or platform until disembarkation from the conveyance onto land upon return from such offshore rig or platform.

**Outstanding Debit Balances**

The total recorded under the provisions of debit recording adjusted for:

- A) bad debts;
- B) amount 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.

**Period of Insurance**

The period of time that the Policy is in force as shown in the Schedule.

**Permanent Total Disablement**

The inability to work in any gainful employment whatsoever and which in all probability will continue for the rest of the Insured Person's life.

## Person Employed

Any:

A) Employee

B) labour master and individuals supplied by the Insured

C) individual employed by labour only subcontractors

D) self-employed individual (not being in partnership with the Insured)

E) individual hired to or borrowed by the Insured

while under the direct control and supervision of the Insured

F) individual undertaking study or work experience while under the supervision of the Insured.

## Person Entitled to Indemnity

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:

1) any principal;

2) any director or partner of the Insured;

3) any Person Employed,

against legal liability in respect of which the Insured would have been entitled to indemnity under this Section of the Policy if the claim had been made against the Insured;

4) the officers, committees and members of the Insured's canteen, social, sports and welfare 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;

5) 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 section of the Policy so far as they can apply.

## Policy

The contract of insurance between the Insured and the Company, the terms and conditions of which can be found in the policy wording, Schedule, Statement of Fact, endorsements, memoranda and certificates.

## Premises

The premises stated in the Schedule.

## Premium

The monetary amount paid or payable by the Insured for coverage under the Policy.

## Property

A) Applicable to Property Damage and Business Interruption Insurance:

Buildings, General Contents, Household Contents, Stock, other property or interests at the Premises 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:
  - 1) land, piers, jetties, bridges, culverts or excavations;
  - 2) livestock, growing crops or trees;
  - 3) overhead transmission lines.

B) Applicable to Liability Insurance:

Material property but shall not include Electronic Data

**Rate of Gross Profit**

The rate which Gross Profit would have borne to Turnover, during the Indemnity Period, if the Damage had not occurred and allowing for trends of the Business or circumstances which would have affected the Business irrespective of the Damage occurring.

**Risk Control Programme**

The requirements identified, issued and communicated by the Company following a survey of the Insured's Premises.

**Schedule**

The statement of details specific to the Insured forming part of the Policy.

**Settlement**

The downward movement of the site on which the Buildings stand due to the application of loading from the Buildings.

**Standard Turnover or Standard Gross Revenue**

The Turnover or Gross Revenue which would have been obtained during the Indemnity Period, if the Damage had not occurred and allowing for trends of the Business or circumstances which would have affected the Business irrespective of the Damage occurring.

**Statement of Fact**

A record of the answers provided by the Insured to the questions asked by the Company at the pre-contractual or renewal stage, which have been relied upon by the Company in determining the acceptance of the risk and the Premium charged and the terms and conditions that have been applied to the contract.

**Stock**

Stock and materials in trade, work in progress and finished goods.

**Storm**

An extreme weather condition with strong winds in excess of 48 knots that may be accompanied by heavy rain and which is capable of causing Damage to the Buildings.

**Subsidence**

Downward movement of the site on which the Buildings stand by a cause other than the weight of the Buildings themselves.

**Sudden Pollution or Contamination Incident**

The pollution or contamination of Buildings or other structures or of water or land or of the atmosphere caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific moment in time and place happening anywhere in the world other than the United States of America during the Period of Insurance.

Provided that all pollution or contamination which arises out of one Sudden Pollution or Contamination Incident shall be considered by the Company for the purposes of this Policy to have occurred at the time such incident takes place.

**Sum Insured**

The amount(s) that appear in the Schedule under the heading of Sum Insured.

**Temporary Total Disablement**

As a result of a robbery or attempt thereat the Insured Person is wholly and continuously prevented from engaging in all parts of their usual occupation in the Business and is under the regular care of and acting in accordance with the instructions of a Medical Practitioner.

**Tenants' Improvements**

All tenant's improvements, alterations, additions and decorations belonging to the Insured or for which the Insured is contractually responsible.

**Turnover**

The money paid or payable to the Insured for work done and services rendered in course of the Business, at the Premises.

**Uninsured Variable Costs**

Those costs that vary directly with the output or the sales revenue of a company and shall mean:

A) purchases and related discounts;

B) bad debts;

unless otherwise stated in the Schedule.

**United States of America**

The United States of America or any other territory within its jurisdiction

**Unoccupied**

A Premises is deemed to be Unoccupied if; for more than 30 consecutive days it is not used for the purposes of the Business, untenanted or not in active use.

**Working Hours**

Applicable to Money Insurance only

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.

# Policy and Claims Conditions

(Conditions apply to the whole Policy unless otherwise stated)

**Failure to comply with Policy and Claims Conditions 1 to 10 may result in the Company refusing indemnity in relation to a claim.**

## 1 Claims Action by the Insured

- A) On the discovery of any circumstance(s) or Event which may give rise to a claim under this Policy the Insured shall:
- i) notify the Company as soon as is reasonably possible;
  - ii) give notice within 24 hours to An Garda Síochána in respect of Damage caused by malicious persons or thieves if insured by this Policy;
  - iii) carry out and permit to be taken any action which may be reasonably possible to prevent further Damage and to minimise or check any interruption of or interference with the Business or to avoid or diminish the loss;
  - iv) within 30 days after the circumstance(s) or Event or of the expiry of the Indemnity Period or such further time as the Company may allow, and at the Insured's own expense, deliver to the Company;
    - a) full information in respect of the claim
    - b) details of any other insurance relating to the claim;
    - c) if demanded a statutory declaration of the truth of the claim and of any matter connected within it.
  - v) in respect of Liability Insurance:
    - a) forward/provide to the Company every letter, claim, writ or summons and process in connection with such circumstances as soon as is reasonably possible upon receipt;
    - b) give written notice as soon as is reasonably possible to the Company as soon as the Insured shall have knowledge of any prosecution, inquest or inquiry in connection with any circumstance which may give rise to liability under this Policy;
  - vi) assist the Company in all aspects of the conduct of the claim;
  - vii) in respect of Money Insurance Section 2 Personal Injury (Robbery), provide within 30 days all medical certificates, reports, information and evidence required by the Company to substantiate that claim;
- B) If after a claim has been made under this Policy the Insured becomes aware of any information which may either support or, as the case may be, prejudice the validity of the claim the Insured shall notify the Company as soon as is reasonably possible.

## 2 Rights of the Company

Applicable only to Liability Insurance

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 the absolute control of and conduct in the name of the Insured the negotiation, proceeding, defence or settlement of any claim or, in so far as is permitted by Law, to prosecute any claim in the name of the Insured for its own benefit and shall have full discretion in the conduct of any proceeding and in the settlement of any claim.

### **3 Reasonable Precautions**

The Insured at their own expense shall take all reasonable steps to prevent or minimise any Damage to property or any Injury to Employees or the public. If the Insured discovers any defect or danger, the Insured must make it good as soon as reasonably practicable, and in the meantime take such additional precautions as the circumstances reasonably require.

### **4 Control of Claims**

The Company and every person authorised by the Company:

- A) on the happening of any Damage in respect of which a claim is or may be made under this Policy may enter, take, or keep possession of the building or Premises where the Damage has happened and;
- B) 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;

without thereby incurring any liability and without diminishing the right of the Company to rely upon any conditions of this Policy.

The Insured shall not in any case be entitled to abandon any Property to the Company whether taken possession of by the Company or not.

### **5 Debit Recording**

Applicable only to Outstanding Debit Balances under the Business Interruption Insurance

The Insured must maintain a record of the total amount outstanding in the credit accounts of the Business at the end of each month. A copy of the record must be kept elsewhere other than at the Premises in which the original records are kept. In the event of Damage giving rise to a claim the Insured shall supply the record to the Company.

### **6 Application of heat away from the Premises**

Applicable only to Public/Products Liability Insurance

Where there is an application of heat including but not limited to a naked flame, open heat source, hot air paint stripper, angle grinders, oscillating tools or cut-off tools away from the Insured's Premises:

- A) no work should be carried out unless specifically authorised by the occupier who should also be asked to approve the safety arrangements;
- B) all such equipment must be in good repair;
- C) before burning-off metalwork built into or projecting through walls or partitions, an examination must be made to confirm that the other end of the metal is not in a hazardous proximity to combustible material which may be ignited by the conduction of heat;
- D) the area of work will be cleared of combustible material for a safe distance from or beneath the place where such work is being carried out including the opposite side of any wall. A safe distance shall not be less than ten metres when welding or cutting operations are carried out. Where such precautions are impracticable such material will be covered with non-combustible blankets or screens. Combustible parts of the premises will be similarly protected with non-combustible blankets or screens. Combustible floors wet down or covered with damp sand, metal or other non-combustible shields. Any containers to be purged of flammable vapours;
- E) at least one water (with a capacity of more than 8.2 litres), dry powder (with a weight of more than 1.2 kilograms) or other fire extinguisher of an equivalent rating of a type suitable for the combustible material and the Premises will be kept immediately adjacent to the area of work in full working order and available for immediate use;

- F) equipment which will be lit must only be lit as short a time as possible before use and extinguished immediately after use;
- G) equipment which is lit or switched-on must not be left unattended;
- H) all heating of asphalt, bitumen, tar or pitch:
  - i) will be carried out in a suitable vessel in the open using bottled gas;
  - ii) where the vessel is used on a roof it will be placed on a surface of incombustible material;
  - iii) the vessel will not be left unattended whilst the heating source is lit;
- I) for all burning of debris:
  - i) fires are to be in a cleared area at a distance of at least ten metres from property or combustible materials;
  - ii) fires are not to be left unattended at any time;
- J) the Insured shall arrange for a person who is competent in the use of fire extinguishing appliances to work in conjunction with the operative using the equipment to act as a fire watcher and to remain in attendance at all times until the equipment is extinguished or switched off;
- K) upon completion of each period of work the personnel who have carried out the work must remain in attendance for a period of not less than ninety minutes to ensure there is no risk of fire.

## 7 Money in Transit

Applicable only to Money Insurance

Money other than Non-negotiable Money in transit must be escorted by the number of adult(s) shown below;

<b>Limit</b>	<b>Adult(s)</b>
Up to €5,000	1
Exceeding €5,000 but not exceeding €10,000	2
Exceeding €10,000 but not exceeding €15,000	3
Exceeding €15,000	Approved Security Company

Transit amounts exceeding €5,000 to be carried out by car.

The maximum amount the Company will pay is the Limit of Liability in Transit shown in the Schedule.

## 8 Cooking

Applicable only to Property Damage Insurance, Business Interruption Insurance and Public/Products Liability Insurance

All cooking equipment, extraction or suppression systems to be operated, fitted, serviced and located in accordance with the manufacturer's instructions.

- A) The following fire protections are required as a minimum to be located in each cooking area:
  - i) one class F wet chemical extinguisher and;
  - ii) one fire blanket;

and all extinguishers to be serviced by specialist contractor at least once in every twelve month period to ensure that they are maintained in working order.

- B) All deep fat fryers to be equipped with cooking thermostats fitted and operational to prevent the operating temperature of the oil rising above the temperature recommended by the manufacturer, or the temperature recommended by the manufacturer of the deep fat fryer, whichever is the lesser. All such thermostats are to be maintained in working order and to be

serviced at least once in each twelve month period. A report is to be issued to the Insured by a specialist contractor confirming that this work has been done and this report must be kept available for inspection by the Company.

- C) Where frying is undertaken (including but not limited to woks, frying pans and deep fat fryers) those fryers must be attended by the Insured or the Insured's Employees at all times when the heat source is in operation.
- D) All cooker hoods, grease traps, nozzles and filters to be cleaned at least once per week and a record of cleaning must be kept available for inspection by the Company.
- E) All extract ducting and flues to be inspected and deep cleaned by a specialist contractor every six months and a report issued to the Insured by the specialist contractor confirming that this work has been done and this report kept available for inspection by the Company.

## **9 Money Insurance Section 2 Personal Injury**

### **A) Application of Benefits**

- i) The Company will not pay in respect of any one Insured Person in connection with the same robbery or attempted robbery more than one of benefits 1 to 3;
- ii) Any disablement under benefits 2 or 3 must be proved to the reasonable satisfaction of the Company to be permanent and without expectation of recovery before the Company will pay the benefit;
- iii) Any payment to an Insured Person under benefit 5 will cease as soon as any benefit is paid under benefits 1 to 4. The amount paid under 1, 2, 3 or 4 will not be reduced by the amount already paid under benefit 5;
- iv) The amount payable per week under benefit 5 will not exceed 1/52<sup>nd</sup> of the Insured Person's Annual Salary;
- v) On the happening of any occurrence giving rise to a claim under any of benefits 2 to 4 shall thereafter cease to apply to that Insured Person;
- vi) Temporary Total Disablement shall have lasted for 104 weeks and have been proved to the Company's reasonable satisfaction to be permanent and without expectation of recovery before benefit 3 becomes payable;
- vii) No benefit shall be payable due solely to inability to take part in sports or pastimes.

### **B) Evidence Required:**

In connection with any claim:

- i) all medical certificates, reports, information and evidence required by the Company to substantiate that claim must be supplied at the Insured Person's own expense and in such form as the Company may reasonably require, and;
- ii) the Insured Person must undergo a medical examination and provide medical evidence to the Company (at the Company's expense) as often as the Company may reasonably require following receipt of that claim, and;
- iii) no benefit shall be payable in respect of that claim where the Insured Person fails to undergo such medical examination or provide such medical evidence as referred to in ii) above.

## **10 Car Parks**

Applicable to Public/Products Liability Insurance only.

In respect of any garage or parking space owned by or under the control of the Insured, the Insured shall ensure that:

- A) notices shall be displayed permanently in a prominent position stating that the Insured is not liable for loss of or Damage to any vehicle or anything in or about any vehicle;
- B) a similar notice shall be printed on every ticket issued by the Insured in respect of the garaging or parking of any vehicle.

## **11 Change of Status**

This Policy shall be automatically terminated 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.

## **12 Alterations**

We may refuse a claim made under the Policy if, at any time after the commencement of this Policy and unless its continuance be admitted by the Company, any alteration is made in:

- A) the Business or in the Premises or Property therein, or;
- B) the occupation of any Insured Person, or;
- C) any other circumstances where there is a change in the subject matter of the Policy and circumstances have so changed that the new risk is something which we did not agree to cover and which was beyond the reasonable contemplation of the Company and the Insured when the Policy was entered into.

The Company agrees not to refuse a claim provided that:

- i) such alteration is not of such a nature that if the alteration had occurred prior to the commencement of this Policy the Company would have declined to enter into this Policy on any terms;
- ii) the Insured shall pay an appropriate additional Premium if required by the Company with effect from the date of the alteration;
- iii) the Company shall be entitled to impose appropriate additional terms, other than Premium, with effect from the date of the alteration.

## **13 Risk Management**

The Company reserves the right to invoke the Cancellation Condition or impose appropriate additional terms if the Insured fails to implement any Risk Control Programme within the agreed timescales.

## **14 Financial or Trade Sanctions**

The Company shall not provide coverage or be liable to provide any indemnity or payment or other benefit under this Policy if and to the extent that doing so would breach any Prohibition.

If any Prohibition takes effect during the Period of Insurance the Insured or the Company may cancel that part of this Policy which is prohibited or restricted with immediate effect by giving written notice to the other at their last known address.

If the whole or any part of this Policy is cancelled the Company shall, if and to the extent that it does not breach any Prohibition, return a proportionate amount of the Premium for the unexpired period subject to minimum Premium requirements.

For the purpose of this clause a Prohibition shall mean any prohibition or restriction imposed by law or regulation including but not limited to:

- Any prohibition or restriction under United Nations resolutions;
- Any prohibition or restriction under the trade and/or economic sanctions laws and/or regulations of Ireland, the United Kingdom, the European Union, the United States of America (including secondary sanctions) or any other jurisdiction relevant to the parties; And
- Any licence requirement and/or regulations in respect of transit and/or export control, under those laws and/or regulations, unless such licence or regulatory approval has been obtained prior to the activity commencing and the Company has approved the provision of insurance for the activity concerned.

## **15 Misrepresentation**

Where there has been any misrepresentation in the information provided to us, or any failure to answer our questions honestly and with reasonable care, the Company may;

- A) where the misrepresentation was made negligently, reflect the action we would have taken had we been aware of the full facts;
  - i) if we would have charged a higher Premium we may charge an additional Premium or proportionally reduce the amount paid on a claim;
  - ii) if we would have applied different terms the contract may be treated as if it had been entered into on those terms;
  - iii) if we would not have entered into the contract, we may avoid the contract, refuse a claim and return the Premium paid;
- B) where the misrepresentation was made fraudulently, avoid the contract and refuse a claim.

## **16 Cancellation**

This Policy may be cancelled:

- A) by the Company giving 14 days written notice to your insurance intermediary. We will advise the reason for cancellation and allow a proportionate return of Premium;
- B) by the Insured giving 14 days written notice to your insurance intermediary.
- C) by the Company if the Premium is paid by direct debit and the Insured's bank is not prepared to honour the direct debit arrangement. Cancellation will be effective from the date the unpaid direct debit fell due.

## **17 Fraudulent Claims**

If a claim contains any information that is false or misleading in any material respect, and the Insured knows it to be false or misleading, or consciously disregards whether it is false or misleading, the Company will:

- A) terminate the Policy with effect from the date of the submission of the fraudulent claim;
- B) have no liability to pay any part of, or the whole of the fraudulent claim;
- C) be entitled to refuse all claims arising after the date of the submission of the fraudulent claim;
- D) remain liable for legitimate claims before the date of the submission of the fraudulent claim.

## **18 Subrogation**

Before or after we pay any claim under this Policy, the Company shall be entitled if it so wishes to take over and conduct in the name of the Insured all claims and rights of action of the Insured in respect of any act giving rise to a claim under this Policy, in so far as is permitted by law. The Insured shall take all necessary steps to protect the Company's rights and shall give all such assistance as the Company may require.

The Insured shall at the Company's request and expense do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by the Company for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which the Company shall be or would become entitled or subrogated upon the Company paying for or making good any loss under this Policy whether such acts and things shall be or become necessary or required before or after the Company indemnifies the Insured.

In the event the Insured fails to comply with this condition the Company will seek reimbursement from the Insured of any monies paid.

The Company shall not enforce 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;
- 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;

unless the Damage arises out of a criminal, fraudulent or malicious act.

### **19 Contribution**

A) Applicable to Property Damage and Business Interruption Insurance only

If at the time of any claim, there is any other insurance covering the Insured's interest in the Property Damaged, the Company's liability under this Policy shall be limited to its rateable proportion of the claim and will be subject to any underinsurance provision.

In respect of Property Damage only:

- i) If any such other insurance is subject to any underinsurance provision, this Policy, if not already subject to any underinsurance provision shall be subject to the provision, in like manner;
- ii) 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 Damage, the Company's liability shall be limited to such proportion of the Damage as the Sum Insured bears to the value of the Property.

B) Applicable to Liability Insurance only

Other than in respect of extension 3 (Contingent Motor Liability) to Section 2 (Public/Products Liability Insurance), if at the time of any claim there is or, but for the existence of this Policy there would be, any other insurances covering the same legal liability, the indemnity will not apply except in respect of any amount beyond that which would have been payable under such insurances had this not been effected.

### **20 Interest**

Applicable in respect of Money Insurance Section 2 Personal Injury

No sum payable shall carry interest.

### **21 Company's Liability**

Applicable to Property Damage and Business Interruption Insurance only

Where the cover provided by the Property Damage and Business Interruption Insurance section of this Policy is hereby extended under more than one extension, only one limit of liability, being the smallest applicable, will be available to the Insured in respect of the loss.

The Company's liability (irrespective of whether the Insured comprises more than one party) during any one Period of Insurance for any one Premises and in the aggregate 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.

**22 Arbitration**

Any difference under this Policy or any claim for which the Company has disclaimed liability 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.

# General Conditions

(General conditions apply to the whole Policy unless otherwise stated)

## **1 Additional and Return Premiums**

- A) If any change to your Policy accepted by us would result in an additional Premium payable by you of not more than €25, then we will not charge you in respect of such additional Premium.
- B) If any change to your Policy accepted by us would result in a refund of Premium to you of not more than €25, then we will not be obliged to make such a refund to you.

## **2 Minimum and Deposit Premium (not applicable during the cooling-off period)**

The Liability Insurance element of the Premium is a minimum and deposit Premium.

## **3 Premium Adjustment**

Applicable to Liability Insurance only

In circumstances where the Premium, or any part of any Premium, for the Liability Insurance section of the Policy, has been calculated on an estimate(s) provided by the Insured at the start of the Period of Insurance, the Premium will be subject to an adjustment at the end of the Period of Insurance, and the Insured shall, in these circumstances:

- A) keep accurate records containing all relevant particulars and shall allow the Company to inspect such records; and,
- B) within a period of one month following the expiry of the Period of Insurance, declare to the Company all relevant particulars and any other such information as the Company may require for the purposes of adjusting the Premium;

Subject to the Minimum and Deposit Premium Condition the Premium shall be adjusted by the Company and the difference paid by or allowed to the Insured.

# Policy Exclusions

## 1 Radioactive Contamination

### A) Applicable only to Employers Liability Insurance

The indemnity will not apply to legal liability of whatsoever nature directly or indirectly caused by or contributed to or arising from:

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

where such legal liability is:

- a) that of any principal;
- b) accepted under agreement and would not have attached in the absence of such agreement.

### B) Applicable to all other sections

The Company shall not be liable for Damage to any property or any loss or expense resulting or arising therefrom or any consequential loss of whatsoever nature directly or indirectly caused by or contributed to or arising from:

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

This exclusion does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes.

## 2 Biological or Chemical Contamination

It is agreed that regardless of any contributory causes this Policy does not cover any loss destruction damage cost expense or legal liability of whatsoever nature directly or indirectly caused by resulting from or arising out of or in connection with biological or chemical Contamination due to any Act of Terrorism.

If the Company alleges that by reason of this exclusion any loss, destruction, damage, cost, expense or legal liability of whatsoever nature 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.

For the purpose of this exclusion Contamination shall mean contamination poisoning or prevention

and/or limitation of the use of property due to the effects of chemical and/or biological substances.

### **3 War and Terrorism**

This Policy excludes loss destruction, damage, cost, expense or legal liability of whatsoever nature directly or indirectly caused by, resulting from or arising out of or in connection with any of the following, regardless of any other cause or Event contributing concurrently or in any other sequence to the loss:

- A) war invasion 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;
- B) any Act of Terrorism;
- C) in Northern Ireland civil commotion (other than in respect of legal liability under Liability Insurance if insured);
- D) any action taken in controlling preventing suppressing or in any way relating to A) and/or B) and/or C) above.

If the Company alleges that by reason of this exclusion loss destruction damage cost expense or legal liability of whatsoever nature 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.

## Policy Extensions

Policy Extensions apply to the whole Policy unless otherwise stated

### **Claims Preparation Costs**

Applicable to the Property Damage, Business Interruption and Money Insurance only

An amount for the reasonable and supportable costs incurred by the Insured (including utilising by the Insured of external consultants excluding the use of public loss assessors), with the written consent of the Company, for the preparation, certification and/or verification of a specified claim resulting from loss insured under this Policy. Provided the liability of the Company under this extension shall not exceed €2,500 in respect of any one claim or series of claims arising from a single occurrence and is expressly deemed to be in addition to the Sum Insured or Limit of Liability.

For the purposes of this extension a specified claim shall mean any loss settlement in excess of €50,000.

# Property Damage Insurance

(This insurance is operative only if shown in the Schedule.)

If any of the Property described in the Schedule suffers Damage by any of the covers insured, the Company will in accordance with the provisions of the Policy pay to the Insured the amount of loss or at its option reinstate, repair or replace such Property.

## Covers

The following are the covers insured unless stated as covers not insured in the Schedule.

- 1 A) **Fire** (including smoke) excluding Damage:
  - i) by explosion resulting from fire;
  - ii) to Property caused by its undergoing any process involving the application of heat.
- B) **Explosion** excluding Damage 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, but this shall not exclude Damage caused by explosion of any boiler or gas used for domestic purposes only.
- C) **Lightning**
- D) **Aircraft** or other aerial devices or articles dropped therefrom.
  
- 2 **Earthquake** excluding Damage caused by fire.
  
- 3 **Riot and malicious persons**, riot, civil commotion, strikers, locked-out workers or persons taking part in labour disturbances or malicious persons excluding Damage:
  - A) arising from nationalisation, confiscation, requisition or destruction by order of the government or any public authority;
  - B) arising from cessation of work;
  - C) in the course of theft or attempted theft.
  
- 4 **A) Storm** excluding Damage:
  - i) attributable solely to a change in the water table level;
  - ii) caused by frost;
  - iii) caused by Subsidence, Ground Heave or Landslip;
  - iv) arising from Settlement or movement of made-up ground or caused by coastal or river erosion;
  - v) to fences, gates and moveable property in the open.
- B) Flood** excluding Damage:
  - i) attributable solely to a change in the water table level;
  - ii) caused by frost;
  - iii) caused by Subsidence, Ground Heave or Landslip;
  - iv) arising from the Settlement or movement of made-up ground or caused by coastal or river erosion;
  - v) to fences, gates and moveable property in the open.
  
- 5 **Escape of water or oil** from any tank, apparatus or pipe excluding Damage:
  - A) by water discharged or leaking from an automatic sprinkler installation;
  - B) caused by Flood;
  - C) caused by water escaping which results in:
    - i) Subsidence or Ground Heave of the site beneath the Buildings;
    - ii) Settlement, movement or shrinkage of any part of the Buildings or of the land

belonging to the Buildings;  
iii) Landslip.

- 6 Impact** by any road vehicle (including any fork lift truck or other industrial vehicle) or animal.
- 7 Sprinkler leakage**  
The accidental escape of water from any automatic sprinkler installation excluding Damage by heat caused by fire.
- 8 Theft** (which shall be deemed to include attempted theft) excluding Damage:
- A) which does not involve:
    - i) entry to or exit from that part of the Buildings occupied by the Insured for the purpose of the Business by forcible and violent means;
    - or
    - ii) actual or threatened assault or violence against the Insured or employee of the Insured;
  - B) to Property in the open or from any outbuilding;
  - C) to Property in transit;
  - D) to Money and securities of any description;
  - E) expedited or in any way brought about by the Insured or any director, partner or employee of the Insured;
  - F) to lead, copper or zinc forming part of the exterior of the Premises.
- 9 Subsidence, Ground Heave or Landslip** excluding Damage:
- A) arising from Settlement;
  - B) arising from the movement of made-up ground;
  - C) caused by the bedding down of structures;
  - D) caused by coastal or river erosion;
  - E) occurring as a result of the construction, demolition, structural alteration or structural repair of any Property at the Premises;
  - F) to yards, car parks, roads, pavements, forecourts, paved areas, walls, gates or fences unless a Building insured under this Policy is also Damaged by the same cause and at the same time;
  - G) occurring as a result of defective design, the use of defective materials or faulty workmanship;
  - H) commencing prior to the granting of cover under this Policy.
- 10 Any other accident** excluding Damage:
- A) by any of:
    - i) the covers;
    - ii) the causes expressly excluded from the covers specified in covers 1–9 or 11-12 (whether or not insured);
  - B) to any Property caused by:
    - i) its own faulty or defective design or materials;
    - ii) inherent vice, latent defect, gradual deterioration, wear and tear or any gradual operating cause;
    - iii) 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.
  - C) caused by:
    - i) corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, denting, vermin, pest or insects;
    - ii) change in temperature, colour, flavour, texture or finish;

- iii) joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any range of steam or feed piping in connection therewith;
  - iv) mechanical or electrical breakdown or derangement in respect of the particular machine, apparatus or equipment in which the breakdown or derangement originates;
  - v) or consisting of the freezing, solidification or inadvertent escape of molten metal;
  - vi) cleaning, repairing, restoring, renovating or dyeing;
- but this shall not exclude:
- i) such Damage which itself results from other Damage and is not otherwise excluded;
  - ii) subsequent Damage which itself results from a cause not otherwise excluded.
- D) caused by:
- i) pollution or contamination;
  - ii) acts of fraud or dishonesty;
  - iii) disappearance, unexplained or inventory shortage, misfiling or misplacing of information;
- E) to:
- i) a Building caused by its own collapse or cracking;
  - ii) Property resulting from its undergoing any process of production, packing, treatment, testing, commissioning, servicing or repair.
- F) to:
- i) Property in transit;
  - ii) vehicles licensed for road use (including accessories therein and thereon), caravans, trailers, railway locomotives, rolling stock, watercraft and aircraft;
  - iii) Property or structures in course of construction or erection and materials or supplies in connection with all such Property in the course of construction or erection;
  - iii) property recoverable under any guarantee or Maintenance Agreement in force at the happening of the Damage;
  - iv) Money and securities of any description.
- G) to antiques, art works or trophies caused by denting, scratching and/ or bruising.

### **11 Computer Breakdown**

Mechanical or electrical breakdown or derangement in respect of Computer Equipment excluding Damage:

- A) by any of the covers 1 – 10 or the exclusions shown under each of these covers (whether insured or not);
- B) caused by operational error or omission by the Insured or any of the Insured's Employees but this shall not exclude subsequent Damage which itself results from an insured cover;
- C) where there is no Maintenance Agreement in force;
- D) to Computer Equipment resulting from:
  - i) its undergoing any process of production, packing, treatment, testing, commissioning, servicing or repair;
  - ii) pollution or contamination;
  - iii) the deliberate act of withholding or rationing any public electricity, gas, water, telecommunications or internet utility.
- E) in excess of €25,000 in any one Period of Insurance.

### **12 Damage to specified items anywhere in the world as shown in the Schedule (not applicable to Buildings, General Contents, Household Contents, Computer Equipment, Stock, Tenants Improvements and Rent)**

- A) excluding Damage caused by:
  - i) wear and tear, moth, vermin, atmospheric or climatic conditions or any gradually operating cause;
  - ii) alterations, maintenance, repairs or any process of cleaning or restoring;
  - iii) delay, confiscation or detention by order of any government or public authority;

- iv) counterfeit, substitute or foreign goods or currency;
  - v) mechanical or electrical breakdown or derangement.
- B) excluding:
- i) 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;
  - ii) the contents of machines unless such contents are shown in the Schedule;
  - iii) depreciation, contamination, consequential loss, consequential damage or any other loss that arises directly or indirectly other than Damage to the Property insured itself;
  - iv) Damage consequent upon any person obtaining any Property by deception;
  - v) Damage caused by scratching or denting to works of art;
  - vi) Property in an unattended vehicle unless;
    - a) the vehicle is fitted with professionally approved and installed alarm system which is in operation at the time of loss;
    - b) all doors and windows are closed and locked;
    - c) the Property is concealed from view and in a locked compartment or boot where the vehicle has such a facility;
    - d) entry or access to the vehicle has been affected by forcible and violent means.

The Insurance Provided

**In respect of Buildings, Tenant's Improvements, General Contents and Household Contents (except as otherwise stated below)**

The Company will pay:

**A1** in respect of Buildings, Tenant's Improvements, General Contents and Household Contents **the cost of reinstatement** being:

- i) where the Property is destroyed, the cost of rebuilding or in the case of Tenant's Improvements, General Contents and Household Contents the cost of its replacement by similar property (including the cost of re-erection, fitting and fixing);
- ii) where the Property is damaged, the cost of repairing or restoring the damaged portions;

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

**or**

**A2 the Alternative Basis of Settlement.**

The Alternative Basis of Settlement will apply:

- i) until the cost of reinstatement has actually been incurred or;
- ii) if the work of reinstatement is not carried out as quickly as is reasonably practicable or;
- iii) 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 A1 or;
- iv) if in the Schedule it is stated that the Alternative Basis of Settlement applies.

**plus, in respect of A1 or A2, the cost of:**

**B complying with Public Authorities' requirements**, being such additional cost of reinstatement of the Property as may be incurred with the Company's written consent in solely complying with European Union legislation or 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 and may be carried out upon another site (should the stipulations require).

The Company shall not be liable for requirements relating to: costs incurred in complying with any aforementioned regulations under which notice has been served upon the Insured prior to happening of the damage: 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 legislation, regulations or requirements referred to.

Cover is extended to include the additional cost of reinstatement in respect of undamaged portions, other than foundations, provided that the Company will not be liable for such additional cost in respect of other Buildings, General Contents and Household Contents which have not sustained damage.

The Limit of liability being €500,000.

**C removing debris** being the cost incurred with the Company's written consent in removing debris, dismantling, demolishing, shoring up and propping portions of the Property but excluding any costs or expenses:

- i) incurred in removing debris except from the site of such property damaged and the area immediately adjacent to such site,
- ii) arising from pollution or contamination of property not insured by this Policy.

**D professional fees** being those architects, surveyors, engineers or legal costs reasonably and necessarily incurred in the reinstatement of the Property but not for preparing any claims.

**The Company will settle any claim as follows:**

- A) where the Company opt to repair/reinstate we reserve the right to appoint our own builder or other expert or experts to complete the works and the Company will take responsibility for the satisfactory completion of such works completed by them;
- B) where the Company agree to pay the Insured, we reserve the right to withhold final payment until all works are complete, final invoice submitted and final inspection completed by us or our representatives.

**Underinsurance in respect of Buildings, Tenant's Improvements, General Contents and Household Contents**

If, at the time of the Damage, the Sum Insured of any item or any property or interests is less than the Reinstatement Value, the amount payable shall be proportionately reduced.

Reinstatement Value shall mean, in respect of Buildings, Tenant's Improvements, General Contents and Household Contents, the total of the value at the time of the Damage of the Property insured by the item and the additional costs C and D;

**In respect of documents, manuscripts and business books, the Company will pay:**

- 1 the value of the materials as stationery;
- 2 the clerical labour and computer time expended in reproducing or writing up such documents;
- 3 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 documents, manuscripts and business books.

**In respect of Electronic Data the Company will pay:**

the cost of the blank media plus the costs of copying the Electronic Data from back-up or from originals of a previous generation.

These costs will not include research and engineering nor any costs of recreating, gathering or assembling such Electronic Data. If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. However, this Policy does not cover any amount pertaining to the value of such Electronic Data to the original insured or any other party, even if such Electronic Data cannot be recreated, gathered or assembled.

**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 Damage 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 is responsible and with regard to which under the conditions of the sale, the sale contract is cancelled by reason of any Damage insured under this Policy either wholly or to the extent of the Damage the Company's liability shall be based on the contract price.

**2 Underinsurance in respect of Stock**

If at the time of Damage the Sum Insured is less than the contract price the amount otherwise payable shall be proportionately reduced.

**In respect of Rent of Buildings which suffer Damage the Company will pay:**

1 if the loss relates to **rent receivable** by the Insured:

A) the amount by which the rent receivable by the Insured during the period stated in the Schedule shall in consequence of the Damage fall short of the rent which would have been received during the period had the Damage not occurred;

B) the additional expenditure necessarily and reasonably incurred, for the sole purpose of avoiding or diminishing the shortfall in rent, which, but for that expenditure would have taken place during the period stated in the Schedule in consequence of the Damage;

less any savings in respect of expenditure payable out of rent receivable which reduces or ceases in consequence of the Damage;

but not exceeding the total amount as specified in the Schedule.

In arriving at the amount of rent receivable such adjustments shall be made, if necessary, to provide for any trends, variations or other relevant circumstances occurring either before or after the Damage; so that the figures thus adjusted shall represent as nearly as reasonably practicable the rent which but for the Damage would have been obtained during the relative period after the Damage.

If following Damage the amount of rent receivable is maintained by the provision of alternative accommodation by the Insured such rent shall be taken into account in calculating the amount payable.

- 2 if the loss relates to **rent payable** by the Insured:  
the amount of rent which continues to be payable by the Insured in respect of the Buildings or portions of the Buildings whilst unfit for occupation in consequence of the Damage for a period not exceeding the number of months stated in the item description in the Schedule.

### **Underinsurance in respect of Rent**

If at the time of Damage the Sum Insured is, less than the annual rent receivable (or in the case of 2 the annual rent payable) at the commencement of the Period of Insurance, such amount to be proportionately increased to correspond with the period of rent insured where that period exceeds twelve months, the amount otherwise payable shall be proportionately reduced.

## **Extensions**

### **1 Branded Goods**

In the event of Damage to branded or labelled goods or merchandise, any salvage will not be disposed of by sale, without the consent of the Insured. If such salvage is not disposed of by sale then the Damage shall be assessed at the value agreed between the Insured and the Company and be taken into consideration in the settlement of the claim.

### **2 Alterations and Additions**

If, during the Period of Insurance, alterations or additions are made to any Buildings insured or Buildings, Tenant's Improvements, General Contents or Computer Equipment are acquired or constructed, at any Premises, covered by this insurance, or elsewhere in the Republic of Ireland and such additional Property is not otherwise insured, it will be held covered under the relative items of this Policy, from the time the Insured became responsible for it until the next renewal of the Policy, when specific insurance shall be effected.

The Sum Insured shall be deemed to be increased for that period only by no more than 10% but subject to the Company's liability not exceeding €750,000 in respect of any one premises

### **3 Clearance of Drains**

The costs necessarily incurred in cleaning and/or clearing and/or repairing drains, gutters and sewers for which the Insured is responsible as a consequence of Damage to the Property.

The limit of liability being €50,000.

### **4 Fire Extinguishment, Accidental Gas Discharge and Alarm Resetting Expenses**

Any reasonable costs incurred by the Insured:

- A) in refilling fire extinguishing appliances and replacing used sprinkler heads;
- B) in recharging gas flooding systems installed for the protection of the Property insured;
- C) in resetting fire and intruder alarms;

as a consequence of insured Damage to the Property insured or in respect of B) arising out of the accidental discharge thereof.

The limit of liability being €50,000.

## **5 Fire Brigade Charges**

Charges levied by a local authority for controlling or extinguishing a fire affecting the property of the Insured in circumstances which have given rise to a valid claim under the Policy.

The limit of liability being €50,000.

## **6 Inadvertent Errors and Omissions**

The Insured, having notified the Company of their intention to insure all Property within the Republic of Ireland in which they are interested and it being their belief that all such Property is insured, if subsequently any such Property shall be found to have been inadvertently omitted or there has been an accidental or inadvertent error by the Insured within the Sums Insured declared, the Company will deem such Property to be insured appropriately within the terms of this Policy, provided that the Insured shall notify the Company as soon as any inadvertent error or omission comes to their knowledge in order to effect the appropriate additional insurance retrospective to the date during the Period of Insurance when insurance for the property became necessary or the incorrect sum insured was declared and to pay the appropriate additional premium.

The limit of liability being €750,000.

## **7 Involuntary Betterment**

The costs described below in the event that Property insured suffers Damage to the extent that it cannot be economically repaired and replacement property of like kind and quality is not obtainable:

- A) New Property that is as similar as possible to that suffering Damage and that is capable of performing the same function shall be deemed to be new Property of like kind and quality and in no event shall this be considered as a betterment to the Insured.
- B) The Company will also pay the cost of purchasing and installing technologically current equipment, which is necessitated by incompatibility between the new equipment installed to replace the equipment suffering Damage and undamaged existing equipment at the same or an interdependent location.

Provided that the Company shall:

- i) be liable only for the amount sufficient to enable the Insured to resume operations in substantially the same manner as before the Damage;
- ii) be liable only for the difference between the highest sales value of the undamaged existing equipment at the same or interdependent location and the installed cost of the technologically current equipment.

The limit of liability being €100,000.

## **8 Landscaped Grounds**

The reasonable costs incurred by the Insured in consequence of Damage to Property insured at the Premises in restoring landscaped grounds (including trees, plants and turf forming part thereof) to their original appearance when first laid out and planted, but excluding any cost arising from the failure of trees, plants and turf to germinate or become established.

The limit of liability being €50,000.

## **9 Loss Reduction Expenses and Temporary Repairs**

The costs and expenses reasonably incurred by the Insured in:

- A) preventing or reducing losses in the event of imminent Damage which would have been insured under this Policy;
- B) reducing losses as a result of Damage insured under this Policy;
- C) undertaking temporary repairs upon or expediting the permanent repair or replacement of Property Insured that has suffered Damage.

Provided that in respect of A) and B):

- i) the impending Damage was not reasonably foreseeable earlier and would be the natural outcome if such costs and expenses were not incurred;
- ii) the costs and expenses incurred did avoid or mitigate the Damage;
- iii) the Company's liability shall not exceed the amount of Damage thereby avoided.

The limit of liability being €50,000.

### **10 Environmental**

Any reasonable costs incurred by the Insured, if in consequence of Damage, the Insured elects (with the prior written agreement of the Company) to reinstate Buildings and/or General Contents in a manner that aims to reduce the impact on the environment but which increases the cost of reinstatement, then this Policy extends to include the reasonable additional costs incurred by the Insured for such purposes and this shall not be considered as betterment to the Insured.

Provided that:

- A) such reasonable additional costs shall include but not be limited to costs incurred in:
  - i) using sustainable construction materials;
  - ii) modifying design or materials in order to reduce carbon emissions or atmospheric pollution or to improve energy efficiencies;
- B) this extension includes the reasonable additional cost of reinstatement in respect of undamaged portions of Property provided that the Company shall not be liable for such additional cost in respect of any Building or item of contents that has not sustained Damage;
- C) such costs shall exclude those associated with removing debris;
- D) the Company shall not be liable for such additional costs for work already planned by the Insured prior to the Damage.

The limit of liability being €100,000 or 5% of the total loss, whichever is the lesser amount.

### **11 Mortgagees and Lessors**

Any increase in the risk of Damage resulting from any act or neglect of any mortgagor, lessee or freeholder of any Buildings insured by this Policy will not prejudice the interest of any mortgagee, lessor or freeholder provided such increase in risk is without their knowledge or authority and the Company is notified immediately they become aware of such increase in risk and pay an additional premium if required.

### **12 Non-invalidating**

This insurance shall not be invalidated by any act or omission or by any alteration whereby the risk of Damage is increased, unknown to or beyond the control of the Insured, provided that the Insured immediately they become aware thereof shall give notice to the Company and pay any additional Premium if required.

### **13 Transfer of Interest**

If at the time of any insured Damage to any Buildings insured, the Insured shall have contracted to sell their interest in the Buildings 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 Buildings 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.

#### **14 Property at other Locations**

Property insured whilst removed from the Premises as indicated below except that:

- A) this extension applies only in so far as the Property is not otherwise insured;
- B) this extension applies only to Damage occurring within the Republic of Ireland;
- C) any cover granted in respect of Damage by theft shall not apply under this extension;
- D) the Company's liability for any one loss shall not exceed the Limit of Liability stated below.

The limit of liability being:

- i) Documents, manuscripts and business books at any location and whilst in transit – the limit stated in the General Contents definition;
- ii) Stock (excluding goods held in trust) at any location used by the Insured for storage – 10% of the relative Sum Insured but in no case exceeding €500,000;
- iii) Other Property (excluding Computer Equipment, Electronic Data and vehicles licensed for road use) at any location to which the Property has been temporarily removed for cleaning, renovation, repair or other similar purposes – 10% of the relative Sum Insured but in no case exceeding €500,000.

#### **15 Reinstatement**

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

The Company may reinstate or replace any Property Damaged without being bound to reinstate exactly or completely but only as circumstances permit and without detriment to the Insured. The Insured shall, at their expense, provide the Company with all such plans, documents, books and information as the Company may reasonably require.

#### **16 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 by this Policy) if the Insured is legally responsible for the repairs and the Damage is not otherwise insured;
- B) the reasonable expenses (not exceeding €2,500) incurred in necessarily replacing locks to the Buildings or safes or strongrooms therein consequent upon the 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.

#### **17 Unauthorised use of Telecommunications, Electricity, Gas, Oil or Water**

The Company will pay for the cost of telecommunications, electricity, gas, oil or water for which the Insured is legally responsible arising from its unauthorised use by persons taking possession or occupying the Premises without the Insured's authority.

It is a condition of this extension that such Premises have been inspected weekly by a responsible person on behalf of the Insured and that all practicable steps are taken to terminate such unauthorised use as soon as it is discovered and not later than 30 days after the unauthorised use commenced.

The limit of liability being €50,000.

#### **18 Undamaged Stock**

The insurance in respect of Stock extends to include undamaged Stock that deteriorates, is

condemned or otherwise becomes unusable resulting solely from Damage as insured to other Property insured.

The limit of liability being €50,000.

### **19 Trace and Access**

In the event of Damage resulting from cover 5 (if insured) the Company will pay the costs necessarily and reasonably incurred in locating the source of such Damage and subsequently making good.

The limit of liability being €50,000.

### **20 Workmen**

Workmen are allowed in and about the Premises for the purpose of carrying out minor alterations, repairs, decoration and general maintenance without prejudice to the terms of the Policy.

### **21 Stock in Transit Extension**

In the event of Damage by any cause to Stock while:

- A) being loaded upon, carried by or unloaded from any vehicle owned or operated by the Insured anywhere in the Republic of Ireland, Northern Ireland and Great Britain;
- B) at exhibitions which do not exceed 7 days;

the Company will, by payment, or at its option, by repair, reinstatement or replacement indemnify the Insured in respect of such Damage.

The limit of liability being €50,000.

For the purposes of this extension the Company shall not be liable for:

- i) loss of sheets, ropes, packing materials, dunnage, securing chains and toggles as a result of disappearance or shortage if such loss is only revealed when an inventory is made unless such loss is the result of an incident recorded by the Insured;
- ii) Property warehoused at a rental or under a contract for storage and distribution;
- iii) Money;
- iv) Property carried by or dispatched by the Insured for hire or reward;
- v) rust, oxidisation, discolouration and corrosion, breakage, scratching, denting, bruising, chipping and cost of repainting, twisting;
- vi) Damaged Property unless caused by fire, theft or as a direct result of the collision or the overturning of the conveyance;
- vii) Damage to Property arising as a result of packing which was inadequate to withstand normal handling during transit;
- viii) Damage to Property in any vehicle which is being used outside the normal course of the Business for social domestic or pleasure purposes;
- ix) mechanical, electrical or electronic breakdown, failure or derangement unless external Damage has occurred;
- x) theft of or from any unattended vehicle unless at the time of the theft all doors windows and other openings were closed properly fastened and securely locked and any immobiliser and/or alarm system fitted to the vehicle was set in operation and all keys were removed from the vehicle;
- xi) theft of or from any vehicle which has been left unattended for the night or for more than eight consecutive hours unless at the time of the theft the vehicle was also either garaged in a building which was securely closed and locked or parked in a walled or fenced compound

secured by locked gates or to which entry and exit was controlled by professional security personnel.

## **22 Deterioration of Stock**

In the event of Damage by deterioration or putrefaction of Stock in the cold chamber of any refrigerating machine at the Premises:

- A) due to the rise or fall in temperature resulting from any cause not excluded below or;
  - B) due to the action of refrigerant fumes which have escaped from the machine;
- during any Period of Insurance at the commencement of which such machine does not exceed the age of ten years the Company will pay to the Insured the amount of such Damage.

The limit of liability being €25,000.

For the purposes of this extension the Company shall not be liable for:

- i) Damage resulting from the deliberate act of any public electricity supply authority or the exercise by any such authority of its power to withhold or restrict supply or from the wilful neglect of the Insured.
- ii) Loss of goodwill or other consequential loss of any nature whatsoever.

For the purposes of this extension "Stock in the cold chamber" shall be deemed to include the Stock which at the time of Damage giving rise to such deterioration or putrefaction is elsewhere on the Premises but which would in normal course be placed in the said cold chamber.

## **23 Seasonal Increase in Stock**

The Sum Insured in respect of Stock shall be increased by 20% for the months of November and December and for 31 days immediately preceding Easter Day. This shall not apply in respect of the Stock in Transit extension.

## **24 Seventy-Two Hour Clause**

In respect of covers 2, 3 and 4 only the Insured's Contribution, the Policy limit, or any limit of liability applicable, is deemed to apply to any one Event.

In respect of losses arising from covers 2 or 4, an Event shall not have been considered to have terminated until there have been seventy-two consecutive hours freedom from the cover concerned.

## **25 Index Linking**

The Company may increase the Building Sum Insured according to the national median rate of tender price inflation for all provinces recorded in the Society of Chartered Surveyors in Ireland (SCSI) Tender Price Index at the renewal of this Policy. This is to assist with maintaining the adequacy of sums insured in line with inflation but will not take into account the significant differences in property required costs and may therefore not be sufficient. This is not a protection against underinsurance, and it remains the responsibility of the Insured to be certain of the adequacy of the Sums Insured.

Any index applied will be outlined on the Schedule showing the revised increased sums insured for the Period of Insurance. The renewal Premium will be calculated on these new sums insured.

The current rate of indexation in use is displayed on the Schedule.

## Exclusions

In addition to the Policy Exclusions, this Policy does not cover:

### **1 Disease**

any loss (whether physical or otherwise), destruction or damage, or costs or expenses directly or indirectly occasioned by, arising from, caused by or in any way attributable to;

- A) any form of pathogen or microorganism including but not limited to virus, bacteria, fungi and parasites, or;
- B) any disease arising from any such pathogen or microorganism, or;
- C) the threat or fear (actual or perceived) of A) or B).

This exclusion does not apply to any cover provided for by the Policy for Damage (unless otherwise excluded) which itself results from any cover insured (other than cover 10).

### **2 Cyber**

- A) any Cyber Loss;
- B) any loss, damage, liability, claim, cost, or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss, damage, loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Electronic Data, including any amount pertaining to the value of such Electronic Data.

However, in the event that a peril listed below results from any of the matters described in A) or B) above, this Policy, subject to all other terms, conditions and exclusions, will cover Damage to Property insured under this Policy directly caused by such Listed Peril.

Listed Perils: fire, lightning, aircraft or other aerial devices or articles dropped from them, explosion, riot civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, earthquake, Storm, Flood, escape of water or oil from any tank, apparatus or pipe or impact by any road vehicle or animal, sprinkler leakage.

### **3 Insured's Contribution**

the first €2,500 of each Event in respect of cover 9 Subsidence (if insured) and the first €500 of each Event in respect of all other covers.

### **4 Marine**

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.

### **5 Pollution and Contamination**

Damage to any property or any loss or expense resulting from pollution or contamination except (unless otherwise excluded) destruction of or damage to the Property caused by:

- A) pollution or contamination which itself results from any cover insured (other than cover 10);
- B) any Cover insured (other than cover 10) which itself results from pollution or contamination.

### **6 Unoccupied Premises**

Damage arising from covers 1A), 3, 5, 7 or 8 in respect of any Premises that is Unoccupied, unless within 14 days of becoming aware that the Premises is Unoccupied, the Insured or any person or persons acting on their behalf shall:

- A) keep all gas and water mains supplies disconnected until the Premises are no longer Unoccupied and;
- B) keep all electricity mains supplies disconnected (unless to supply an Intruder Alarm System and/or Fire Alarm System) until the Premises are no longer Unoccupied and;

- C) keep all outside doors securely locked to prevent unauthorised entry and;
- D) secure all windows and shutters at all times and all broken or defective windows must be boarded up until replaced and;
- E) visit the Premises at least weekly to physically check the Premises internally and externally and to carry out any work necessary to;
  - i) maintain the security arrangements and;
  - ii) maintain the Premises in sound condition;
 and a register of these visits must be kept by the Insured or their representative for periodic inspection by the Company and;
- F) remove all trade waste from the Premises and;
- G) remove all combustible material from the Premises and;
- H) seal all letter boxes or other openings;

except as otherwise agreed in writing by the Company.

### **7 Intruder Alarm System**

Damage by cover 8 at any Premises where an Intruder Alarm System has been installed and:

- A) the Insured has knowingly and wilfully failed to maintain the Intruder Alarm System;
- or
- B) all of the following apply:
  - i) the Premises are unattended;
  - ii) the maintenance and efficacy of the Intruder Alarm System are the Insured's responsibility;
  - iii) the Company has not been informed of the absence of alarm protection.

### **8 Sprinkler Protection**

Damage by cover 1 at any Premises where sprinkler protection is a requirement of cover and is shown in the Schedule if:

- A) the Insured has knowingly and wilfully failed to maintain the sprinkler protection;
- or
- B) all of the following apply:
  - i) the maintenance and efficacy of the sprinkler protection are the Insured's responsibility;
  - ii) the failure of the sprinkler protection is a major contributor to Damage;
  - iii) the Company has not been informed of the absence of sprinkler protection.

# Business Interruption Insurance

(This insurance is operative only if shown in the Schedule)

If Damage by any of the covers insured occurs at the Premises;

- A) to Property used by the Insured for the purpose of the Business which causes interruption of, or interference with the Insured's Business at the Premises;
- B) which prevents the Insured from tracing or establishing customers' Outstanding Debit Balances.

The Company will pay to the Insured;

- 1) in respect of A) the amount of loss resulting from the interruption or interference caused by the Damage in accordance with the provisions of the insurance provided that payment has been made or liability admitted for the Damage under an insurance covering the interest of the Insured in the Property, or;
- 2) in respect of B) the amount of loss resulting from the Damage in accordance with the provisions of the insurance.

## Covers

The following are the covers insured unless stated as covers not insured in the Schedule.

- 1 A) **Fire** (including smoke) excluding Damage:
  - i) by explosion resulting from fire;
  - ii) to Property caused by its undergoing any process involving the application of heat.
- B) **Explosion** excluding Damage 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, but this shall not exclude explosion of any boiler or economiser on the Premises or of gas used for domestic purposes only:
- C) **Lightning**
- D) **Aircraft** or other aerial devices or articles dropped therefrom.
- 2 **Earthquake** excluding Damage caused by fire.
- 3 **Riot and malicious persons**, riot, civil commotion, strikers, locked-out workers or persons taking part in labour disturbances or malicious persons excluding Damage:
  - A) arising from nationalisation, confiscation, requisition or destruction by order of the government or any public authority;
  - B) arising from cessation of work;
  - C) in the course of theft or attempted theft.
- 4 A) **Storm** excluding Damage:
  - i) attributable solely to a change in the water table level;
  - ii) caused by frost;
  - iii) caused by Subsidence, Ground Heave or Landslip;
  - iv) arising from the Settlement or movement of made-up ground or caused by coastal or river erosion;
  - v) to fences, gates and moveable property in the open.
- B) **Flood** excluding Damage:
  - i) attributable solely to a change in the water table level;
  - ii) caused by frost;
  - iii) caused by Subsidence, Ground Heave or Landslip;
  - iv) arising from the Settlement or movement of made-up ground or caused by coastal or river erosion;

- v) to fences, gates and moveable property in the open.
- 5 Escape of water or oil** from any tank, apparatus or pipe excluding Damage:
- A) by water discharged or leaking from an automatic sprinkler installation;
  - B) caused by Flood;
  - C) caused by water escaping which results in:
    - i) Subsidence or Ground Heave of the site beneath the Buildings;
    - ii) Settlement, movement or shrinkage of any part of the Buildings or of the land belonging to the Buildings;
    - iii) Landslip.
- 6 Impact** by any road vehicle (including any fork lift truck or other industrial vehicle) or animal.
- 7 Sprinkler Leakage**  
The accidental escape of water from any automatic sprinkler installation excluding Damage by heat caused by fire.
- 8 Theft** (which shall be deemed to include attempted theft) excluding Damage:
- A) which does not involve:
    - i) entry to or exit from that part of the Buildings occupied by the Insured for the purpose of the Business by forcible and violent means;
    - or
    - ii) actual or threatened assault or violence against the Insured or employee of the Insured;
  - B) to Property in the open or from any outbuilding;
  - C) to Property in transit;
  - D) to Money and securities of any description;
  - E) expedited or in any way brought about by the Insured or any director, partner or employee of the Insured;
  - F) to lead, copper or zinc forming part of the exterior of the Premises.
- 9 Subsidence, Ground Heave or Landslip** excluding Damage:
- A) arising from Settlement;
  - B) arising from the movement of made-up ground;
  - C) caused by the bedding down of structures;
  - D) caused by coastal or river erosion;
  - E) occurring as a result of the construction, demolition, structural alteration or structural repair of any Property at the Premises;
  - F) to yards, car parks, roads, pavements, forecourts, paved areas, walls, gates or fences unless a Building insured under this Policy is also Damaged by the same cause and at the same time;
  - G) occurring as a result of defective design, the use of defective materials or faulty workmanship;
  - H) commencing prior to the granting of cover under this Policy.
- 10 Any other accident** excluding Damage:
- A) by any of:
    - i) the covers;
    - ii) the causes expressly excluded from the covers specified in covers 1–9 and 11 (whether or not insured).
  - B) to any Property caused by:
    - i) its own faulty or defective design or materials;
    - ii) inherent vice, latent defect, gradual deterioration, wear and tear or any gradual

operating cause;  
iii) 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.

C) caused by:

- i) corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, denting, vermin, pests or insects;
- ii) change in temperature, colour, flavour, texture or finish;
- iii) joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any range of steam or feed piping in connection therewith;
- iv) mechanical or electrical breakdown or derangement in respect of the particular machine, apparatus or equipment in which the breakdown or derangement originates;
- v) or consisting of the freezing, solidification or inadvertent escape of molten metal;
- vi) cleaning, repairing, restoring, renovating or dyeing;

but this shall not exclude:

- i) such Damage which itself results from other Damage and is not otherwise excluded;
- ii) subsequent Damage which itself results from a cause not otherwise excluded.

D) caused by:

- i) pollution or contamination;
- ii) acts of fraud or dishonesty;
- iii) disappearance, unexplained or inventory shortage, misfiling or misplacing of information;
- iv) erasure or distortion of information on computer systems or other records;
  - a) whilst mounted in or on any machine or data, processing apparatus or;
  - b) due to the presence of magnetic flux;unless caused by Damage to the machine or apparatus in which the records are mounted.

E) to:

- i) a Building caused by its own collapse or cracking;
- ii) Property resulting from its undergoing any process of production, packing, treatment, testing, commissioning, servicing or repair.

F) to:

- i) Property in transit;
- ii) vehicles licensed for road use (including accessories therein and thereon), caravans, trailers, railway locomotives, rolling stock, watercraft and aircraft;
- iii) livestock, growing crops and trees;
- iv) Property or structures in course of construction or erection and materials or supplies in connection with all such Property in the course of construction or erection;
- v) property recoverable under any guarantee or Maintenance Agreement in force at the happening of the Damage;
- vi) Money and securities of any description.

## 11 Computer Breakdown

Mechanical or electrical breakdown or derangement in respect of Computer Equipment excluding Damage:

- A) by any of the covers 1 – 10 or the exclusions shown under each of these covers (whether insured or not);
- B) caused by operational error or omission by the Insured or any of the Insured's Employees but this shall not exclude subsequent Damage which itself results from an insured cover;
- C) where there is no Maintenance Agreement in force;
- D) to Computer Equipment resulting from:

- i) it undergoing any process of production, packing, treatment, testing, commissioning, servicing or repair;
  - ii) pollution or contamination;
  - iii) the deliberate act of withholding or rationing any public electricity, gas, water, telecommunications or internet utility.
- E) in excess of €25,000 in any one Period of Insurance.

## The Insurance Provided

### Item on Gross Profit – if shown in the Schedule

Subject to the special provisions below the Company will pay:

#### 1 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:

but not exceeding 115% of the Sum Insured stated in the Schedule.

#### 2 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
- 10% of the Sum Insured by the item (but not more than €500,000).

### Item on Gross Revenue – if shown in the Schedule

Subject to the special provisions below the Company will pay:

#### 1 In respect of Loss of Gross Revenue

the amount by which the Gross Revenue during the Indemnity Period shall fall short of the Standard Gross Revenue in consequence of the Damage:

but not exceeding 115% of the Sum Insured stated in the Schedule.

#### 2 In respect of Increase in Cost of Working

the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the loss of Gross Revenue which but for that expenditure would have taken place during the Indemnity Period in consequence of the Damage,

but not exceeding the total of:

- the amount of the reduction in Gross Revenue thereby avoided;  
plus
- 10% of the Sum Insured by the item (but not more than €500,000).

## **Special Provisions**

### **1 Alternative Trading**

If during the Indemnity Period goods are sold or services rendered 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:

- A) Turnover (for Item on Gross Profit)
- or
- B) Gross Revenue

during the Indemnity Period.

### **2 Savings**

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

### **3 Professional Accountants' Charges**

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

### **4 Accumulated Stocks**

In adjusting any loss, account shall be taken and an equitable allowance made if any shortage in Turnover resulting from the Damage is postponed due to the Turnover being temporarily maintained from accumulated stocks of finished goods.

### **5 Payments on Account**

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

### **6 Underinsurance**

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

### **7 Value Added Tax**

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.

### **8 Current Cost Accounting**

Any adjustment implemented in current cost accounting shall be disregarded.

### **9 Opening and Closing Stocks and Work in Progress**

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.

### **10 Uninsured Variable Costs**

The Uninsured Variable Costs have the meaning usually attached to them in the Insured's accounts.

### **11 Estimated Gross Profit/Gross revenue and Insurable Amount**

In the definitions of Estimated Gross Profit/ Gross revenue and Insurable Amount the amount of Gross Profit/Gross Revenue shall be proportionately increased to correspond with the Maximum Indemnity Period where it exceeds twelve months.

## **Item on Outstanding Debit Balances – if shown in the Schedule**

Subject to the provision below the Company will pay:

- A) the difference between:
  - i) the Outstanding Debit Balances and;
  - ii) 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.

## **Provisions**

### **1 Professional Accountants' Charges**

The Company will pay the reasonable charges payable by the Insured to their professional accountant(s) for producing information required by the Company under the terms of the Policy and 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.

## **Extensions**

### **1 Property at other Locations**

Loss resulting solely and directly from an interruption of or interference with the Business caused by Damage to the Property whilst temporarily removed from the Insured's Premises to any location in the world or permanently stored at any third-party location in the Republic of Ireland and whilst in transit by road rail air or sea provided that:

- A) the insurance by this extension applies only in so far as the Property is not otherwise insured;
- B) any cover granted under this extension in respect of theft will not apply if the Property is left unattended unless it is kept in a locked room a locked building the locked boot of a car or hidden from plain sight in the back of a locked van.

The limit of liability being 10% of the Gross Profit or Gross Revenue Sum Insured or €500,000 whichever is the lesser. For the purpose of this extension the Maximum Indemnity Period is 3 months.

### **2 Loss at Contract Premises**

Loss resulting solely and directly from an interruption or interference with the Business caused by Damage at any situation not occupied by the Insured but where the Insured are carrying out a contract anywhere in the Republic of Ireland.

The limit of liability being 10% of the Gross Profit or Gross Revenue Sum Insured or €500,000 whichever is the lesser. For the purpose of this extension the Maximum Indemnity Period is 3 months.

### **3 Loss at Supplier(s) or Customer(s) Premises**

Loss resulting solely and directly from an interruption or interference with the Business caused by Damage, to any of the Insured's direct supplier(s) or customer(s) Premises anywhere in the Republic of Ireland.

The limit of liability being 10% of the Gross Profit or Gross Revenue Sum Insured or €500,000 whichever is the lesser. For the purpose of this extension the Maximum Indemnity Period is 3 months.

#### **4 Prevention of Access**

Loss resulting solely and directly from an interruption or interference with the Business caused by the prevention of access to the Insured's Premises or part thereof solely and directly as a result of Damage to property within one mile of the Insured's Premises, but excluding Damage to the property of any public electricity, gas, water, telecommunications or internet utility.

The limit of liability being 10% of the Gross Profit or Gross Revenue Sum Insured or €500,000 whichever is the lesser. For the purpose of this extension the Maximum Indemnity Period shall not exceed 3 months and will only apply from the date on which the Damage to property which caused the prevention of access first occurred.

#### **5 A closure of the Insured's Premises or Restrictions placed on the Insured's Premises**

Loss resulting solely and directly from a closure of the Insured's Premises or restrictions being placed on the Insured's Premises;

- A) by order of the public authority for the area in which the Insured's Premises are situated as a result of a defect in the drains and other sanitary arrangements at the Insured's Premises;
- B) due to murder or suicide occurring at the Insured's Premises;
- C) due to vermin and pests at the Insured's Premises.

The limit of liability being 10% of the Gross Profit or Gross Revenue Sum Insured or €500,000 whichever is the lesser. For the purpose of this extension the Maximum Indemnity Period is 3 months.

#### **6 Public Utilities**

Loss resulting solely or directly from an interruption or interference with the Business caused by Damage to property;

- A) at any generating station or substation of any public electricity supply utility;
- B) at the onshore premises of any public gas supply utility;
- C) at any water works or pumping station of any public water supply utility;
- D) at the onshore premises of any public telecommunications or internet utility.

The limit of liability being 10% of the Gross Profit or Gross Revenue Sum Insured or €500,000 whichever is the lesser. The Company shall not be liable for more than the limit of liability in respect of any one loss and in the annual aggregate per annual policy period. For the purpose of this extension the Maximum Indemnity Period is 3 months and the Indemnity Period shall commence 24 hours from the date of the occurrence of the Damage.

#### **7 Salvage Sales**

If, following Damage giving rise to a claim under this Policy, the Insured holds a salvage sale during the Indemnity Period, clause 1A) of the insurance provided in respect of Gross Profit shall read as follows:

- 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 (less the Turnover for the period of the salvage sale) falls short of the Standard Turnover in consequence of the Damage from which the amount shall be deducted the Gross Profit actually earned during the period of the salvage sale.

## 8 Loss of Licence

Where insured, the Company will pay for depreciation in value of the Insured's interest in the Premises up to a limit of liability of €150,000 arising from the licence granted for the sale of excisable liquors at the Premises being:

- A) forfeited under the provisions of legislation governing such licences, or;
  - B) refused renewal by the appropriate licensing authority at the time of renewal;
- during the Period of Insurance from a cause beyond the Insured's control.

In addition, the Company, will pay for costs up to a limit of liability of €10,000 incurred with our written consent in connection with any appeal against refusal to renew the licence.

## Exclusions

This Policy does not cover:

### 1 Disease

any loss (whether physical or otherwise), destruction or damage, or costs or expenses directly or indirectly occasioned by, arising from, caused by or in any way attributable to;

- A) any form of pathogen or microorganism including but not limited to virus, bacteria, fungi and parasites, or;
- B) any disease arising from any such pathogen or microorganism, or;
- C) the threat or fear (actual or perceived) of A) or B).

This exclusion does not apply to any cover provided for by the Policy for loss due to interruption or interference with the Business of the Insured directly caused by Damage (unless otherwise excluded) which itself results from any cover insured (other than cover 10).

### 2 Cyber

- A) any Cyber Loss;
- B) any loss, damage, liability, claim, cost, or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss, damage, loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Electronic Data, including any amount pertaining to the value of such Electronic Data.

However, in the event that a peril listed below results from any of the matters described in A) or B) above, this Policy, subject to all other terms, conditions and exclusions, will cover loss due to interruption or interference with the Business of the Insured directly caused by Damage resulting from such Listed Peril.

Listed Perils: fire, lightning, aircraft or other aerial devices or articles dropped from them, explosion, riot civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, earthquake, Storm, Flood, escape of water or oil from any tank, apparatus or pipe or impact by any road vehicle or animal, sprinkler leakage.

### 3 Pollution and Contamination

**loss resulting from Damage to any property or any loss or expense resulting from pollution or contamination except (unless otherwise excluded) destruction of or damage to the Property caused by:**

- A) pollution or contamination which itself results from any cover insured (other than cover 10);

- B) any cover insured (other than cover 10) which itself results from pollution or contamination.

#### **4 Unoccupied Premises**

loss resulting from Damage arising from covers 1 A), 3, 5, 7 or 8 in respect of any Premises that is Unoccupied, unless within 14 days of becoming aware that the Premises is Unoccupied, the Insured or any person or persons acting on their behalf shall:

- A) keep all gas and water mains supplies disconnected until the Premises are no longer Unoccupied and;
  - B) keep all electricity mains supplies disconnected (unless to supply an Intruder Alarm System and/or Fire Alarm System) until the Premises are no longer Unoccupied and;
  - C) keep all outside doors securely locked to prevent unauthorised entry and;
  - D) secure all windows and shutters at all times and all broken or defective windows must be boarded up until replaced and;
  - E) visit the Premises at least weekly to physically check the Premises internally and externally and to carry out any work necessary to:
    - i) maintain the security arrangements and;
    - ii) maintain the Premises in sound condition;and a register of these visits must be kept by the Insured or their representative for periodic inspection by the Company and;
  - F) remove all trade waste from the Premises and;
  - G) remove all combustible material from the Premises and;
  - H) seal all letter boxes or other openings;
- except as otherwise agreed in writing by the Company.

#### **5 Intruder Alarm System**

loss resulting from Damage by cover 8 at any Premises where an Intruder Alarm System has been installed and;

- A) the Insured has knowingly and wilfully failed to maintain the Intruder Alarm System;
- or
- B) all of the following apply:
    - i) the Premises are unattended;
    - ii) the maintenance and efficacy of the Intruder Alarm System are the Insured's responsibility;
    - iii) the Company has not been informed of the absence of alarm protection.

#### **6 Sprinkler Protection**

loss resulting from Damage by cover 1 at any Premises where sprinkler protection is a requirement of cover and is shown in the Schedule if:

- A) the Insured has knowingly and wilfully failed to maintain the system;
- or
- B) all of the following apply:
    - i) the maintenance and efficacy of the system are the Insured's responsibility;
    - ii) the failure of the sprinkler protection is a major contributor to Damage;
    - iii) the Company has not been informed of the absence of sprinkler protection.

# Liability Insurance

## Section 1 – Employers' Liability

(This insurance is operative only if shown in the Schedule.)

The insurance provided by this section of the Policy 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 approval) of any Person Entitled to Indemnity are included within the Limit of Indemnity stated in the Schedule.

### The Insurance Provided

The Company will provide indemnity to any Person Entitled to Indemnity:

- 1 against legal liability for damages and claimant's costs and expenses in respect of accidental Injury of any Person Employed caused during the Period of Insurance:

- A) in the Republic of Ireland;
- or
- B) while temporarily outside such territory;

arising out of and in the course of employment by the Insured in the Business.

- 2 in respect of:

- A) the costs of legal representation at any coroner's inquest or inquiry in respect of any death;
- B) costs of legal representation at proceedings in any court arising out of any alleged breach of statutory duty, resulting in Injury which may be the subject of indemnity;
- C) all other legal costs and legal expenses in relation to any matter which may be the subject of indemnity;

in connection with any claim under 1 above and incurred with the Company's prior written approval.

### General Provisions

Provided that in respect of any one Event:

- 1 the total amount payable under this section of the Policy (including all extensions, memoranda and endorsements) shall not exceed the Limit of Indemnity;
- 2 any Insured's Contribution will be payable before the Company shall be liable to make any payment;
- 3 the Company may at any time pay the Limit of Indemnity (less any sums already paid or incurred) or any less amount for which, at the absolute discretion of the Company, 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;
- 4 where the Company is liable to indemnify more than one person the total amount payable in respect of damages, costs and expenses shall not exceed the Limit of Indemnity.

## Extensions to Section 1

### 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 for each day (or part thereof) on which attendance is required:

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

## Exclusions to Section 1

In addition to the Policy Exclusions, the indemnity will not apply to legal liability:

### 1 Road Traffic Legislation

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

### 2 Fines or Penalties

for:

- A) fines or penalties;
- B) the costs of appeal against any improvement or prohibition notices;
- C) compensation ordered or awarded by a Court of Criminal Jurisdiction;
- D) aggravated exemplary or punitive damages, or damages of like nature, awarded by any court outside the Republic of Ireland.

### 3 Building, Construction or Development Work

arising from or in connection with building or construction or development work.

### 4 Work at height

arising out of or in connection with work at heights greater than three meters above ground or floor level unless the following conditions are met:

- a) A safe work procedural document related to work at height must be in place, communicated to all Persons Employed and the procedures enforced by management.
- b) Persons Employed must be provided with work at height training.
- c) Any mechanical elevating device in use must be fully secured, stationary and used as per the manufacturer's guidelines.
- d) Persons Employed must be provided with adequate personal protective equipment.

## Section 2 – Public/Products Liability

(This insurance is operative only if shown in the Schedule.)

### The Insurance Provided

The Company will provide indemnity to any Person Entitled to Indemnity:

- 1 up to the Limit of Indemnity against legal liability for damages and claimant's costs and expenses 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 which results 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 the Period of Insurance in connection with the Business.

- 2 in respect of:
  - A) the costs of legal representation at any coroner's inquest or inquiry in respect of any death which may be the subject of indemnity;
  - B) costs of legal representation at proceedings in any court arising out of any alleged breach of statutory duty resulting in Injury which may be the subject of indemnity;
  - C) all other legal costs and legal expenses in relation to any matter which may be the subject of indemnity;

in connection with any claim under 1 above and incurred with the Company's prior written approval.

### General Provisions

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 Events considered by the Company 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;
- 1 the total amount payable by the Company in respect of 1 above and all extensions, memoranda and endorsements shall not exceed the Limit of Indemnity;
  - 2 any Insured's Contribution will be payable before the Company shall be liable to make any payment;
  - 3 the Company may, at its absolute discretion at any time pay the Limit of Indemnity (less any sums already paid as damages) or any lesser 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;
  - 5 in respect of claims happening or where a claim is brought in United States of America (where Exclusion 13 does not operate), the insurance provided is on an inclusive basis whereby the costs and expenses of the claimant and the costs and expenses (incurred by the Company or

with the Company's prior written approval) of any Person Entitled to Indemnity are included within the Limit of Indemnity stated in the Schedule.

## Extensions to Section 2

### 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 (or part thereof) 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 1A) below 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, through or via the Insured.

The indemnity will not apply to legal liability:

- A) in respect of loss of or damage to such vehicle or to property conveyed therein;
- B) arising while such vehicle is being driven by the Insured or by any person who, to the Insured's knowledge or the knowledge of a representative of the Insured, does not hold a licence to drive the vehicle;
- C) in respect of which the Insured or Employee is entitled to indemnity under any other insurance;
- D) arising outside the Republic of Ireland.

### 4 Cloakroom Extension

Notwithstanding exclusion 3 to section 2 Public/Products Liability, the Company will indemnify the Insured for loss of or Damage to customers' personal effects held in any cloakroom operated by the Insured.

Provided that:

- A) the liability of the Company in respect of any one article shall not exceed €500, and;
- B) such cloakroom is securely locked when unattended and the key kept in the custody of a person authorised by the Insured.

### 5 Indemnity Provided

The Company will indemnify those noted as indemnified parties in the Schedule 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. Provided the noted indemnified parties shall as though the Insured be subject to the terms of this insurance so far as they can apply.

## **6 Wrongful Arrest**

The Company will provide indemnity against legal liability, damages, claimants costs and expenses for claims in respect of any:

- A) alleged false imprisonment,
- B) wrongful arrest,
- C) detention,
- D) eviction of any person (involving the use of physical force),
- E) malicious prosecution,
- F) invasion of the right of privacy,

in connection with the Business.

The liability of the Company arising out of all claims occurring during any Period of Insurance shall not exceed €50,000.

## **Exclusions to Section 2**

In addition to the Policy Exclusions, the indemnity will not apply to legal liability:

### **1 Mechanical Vehicles**

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 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) aero-spatial device;
- D) hovercraft;
- E) water-borne craft (other than hand-propelled or sailing craft in inland or territorial waters).

### **2 Employers' Liability**

for injury of any Person Employed arising out of and in the course of employment by the Insured in the Business.

### **3 Property in the Insured's Custody or Control**

for or arising from 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) personal effects of employee(s), director(s), partner(s) or visitor(s) 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 or Contamination**

caused by or arising out of pollution or contamination unless caused by a Sudden Pollution or Contamination Incident.

**5 Product Defects and Recall**

A) in respect of loss of or damage to any:

- |   |   |                |
|---|---|----------------|
| <ul style="list-style-type: none"> <li>i) product supplied</li> <li>ii) contract work executed</li> </ul> | } | by the Insured |
|---|---|----------------|

caused 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:

- |   |   |                |
|---|---|----------------|
| <ul style="list-style-type: none"> <li>i) product supplied</li> <li>ii) contract or contract work executed</li> </ul> | } | by the Insured |
|---|---|----------------|

necessitated by any defect therein or the unsuitability thereof for its intended purpose.

**6 Professional Risks**

arising from or in connection with:

- |  |   |                    |
|--|---|--------------------|
| <ul style="list-style-type: none"> <li>A) advice</li> <li>B) design</li> <li>C) specification</li> </ul> | } | provided for a fee |
|--|---|--------------------|

**7 Contractual Liability**

arising from or in connection with any:

- |  |   |                |
|--|---|----------------|
| <ul style="list-style-type: none"> <li>A) product supplied</li> <li>B) contract or contract work executed</li> </ul> | } | by the Insured |
|--|---|----------------|

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

**8 Disposed Premises**

for the costs of remedying:

- A) any defect or alleged defect;
- B) the presence of Asbestos, Asbestos Dust or Asbestos Containing Materials; in premises disposed of by the Insured.

**9 Fines or Penalties**

for:

- A) fines or penalties;
- B) the costs of appeal against any improvement or prohibition notices;
- C) compensation ordered or awarded by a Court of Criminal Jurisdiction;
- D) aggravated exemplary or punitive damages awarded by any court outside the Republic of Ireland.

## **10 Asbestos**

for:

- A) Injury or fear of suffering Injury arising out of actual or suspected exposure to Asbestos, Asbestos Dust or Asbestos Containing Materials;
- B) the costs of management (including those of any persons under any statutory duty to manage), 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 Materials;
- C) accidental loss of or Damage to Property arising out of actual or suspected exposure to Asbestos, Asbestos Dust or Asbestos Containing Materials.

## **11 Aircraft Products**

arising from Aircraft Products.

## **12 Airside**

arising out of work undertaken Airside.

## **13 United States of America**

arising from products exported or sent directly or indirectly to United States of America or sold in United States of America.

## **14 Unoccupied Premises**

in respect of any Premises that is Unoccupied, unless within 14 days of becoming aware that the Premises is Unoccupied, the Insured or any person or persons acting on their behalf shall:

- A) keep all gas and water mains supplies disconnected until the Premises are no longer Unoccupied, and;
- B) keep all electricity mains supplies disconnected (unless to supply an Intruder Alarm System and/or Fire Alarm System) until the Premises are no longer Unoccupied and;
- C) keep all outside doors securely locked to prevent unauthorised entry, and;
- D) secure all windows and shutters at all times and all broken or defective windows must be boarded up until replaced, and;
- E) visit the Premises at least weekly to physically check the Premises internally and externally and to carry out any work necessary to;
  - i) maintain the security arrangements and;
  - ii) maintain the Premises in sound condition;and a register of these visits must be kept by the Insured or their representative for periodic inspection by the Company and;
- F) remove all trade waste from the Premises, and;
- G) remove all combustible material from the Premises, and;
- H) seal all letter boxes or other openings;

except as otherwise agreed in writing by the Company.

## **15 Insured's Contribution**

the first €1,000 of each Event in respect of loss of or damage to property arising from work away from the Insured's Premises.

## **16 Electronic Data**

in respect of any mental injury arising from:

- A) loss, destruction or corruption of Electronic Data;
- B) appropriation transmission, use, access to storage or modification of Electronic Data;

- C) the reduction in or loss of ability to use, access, process, transmit, modify or store Electronic Data;
- D) misinterpretation or misuse of Electronic Data.

**17 Building, Construction or Development Work**

arising from or in connection with building or construction or development work.

**18 Work at height**

arising out of or in connection with work at heights greater than three meters above ground or floor level unless the following conditions are met:

- a) A safe work procedural document related to work at height must be in place, communicated to all Persons Employed and the procedures enforced by management.
- b) Persons Employed must be provided with work at height training.
- c) Any mechanical elevating device in use must be fully secured, stationary and used as per the manufacturer's guidelines.
- d) Persons Employed must be provided with adequate personal protective equipment.

# Money Insurance

(This insurance is operative only if shown in the Schedule)

## Section 1 – Money

The Company will indemnify the Insured up to the Limit of Liability shown in the Schedule or as stated below for any Damage to Money and property described in items 1A), 1B), 1C), 2, 3 and 4 below occurring during the Period of Insurance provided that as regards Item 4 the loss or damage is due to theft or attempt thereat

## The Insurance Provided

Item	Description	Limit of Liability any one loss
1	A) Money in the Insured's Premises during Working Hours or in transit or in a bank night safe until at the bank's risk or at any of the Insured's contract sites during Working Hours.	As shown in the Schedule
	B) Money in the Insured's Premises out of Working Hours; i) in specified safes or strong-rooms; ii) in all other locked safes or strong-rooms; iii) not in a locked safe or strong-room.	As shown in the Schedule €2,500 € 500
	C) Money in the Insured's residence or that of any of the Insured's directors, partners or employees; i) while in a locked safe or an adult is in residence; ii) otherwise.	€1,000 € 500
2	Non-negotiable Money	€500,000
3	Clothing and personal effects (not exceeding €100 per person in personal money) belonging to the Insured or any of the Insured's directors, partners or employees while engaged in the Business.	€ 500 per person
4	Any postal franking machine, safe, strong-room or any container used for the carriage of Money belonging to the Insured or for which the Insured is responsible.	Unlimited

## Exclusions to Section 1

The Company shall not be liable for:

### 1 Discovery Period

loss by theft by any director, partner or Employee of the Insured if not discovered within seven working days of the occurrence subject to a limit of €25,000 in any one Period of Insurance.

### 2 Error or Omission

shortage due to error or omission.

### 3 Unattended Vehicle

loss from an unattended vehicle.

### 4 Counterfeit Money

loss due to the use of counterfeit Money.

## **5 Outside the Republic of Ireland**

loss or damage not within the Republic of Ireland.

## **6 Intruder Alarm System**

Damage by theft at any Premises where an Intruder Alarm System has been installed and;

- A) the Insured has knowingly and wilfully failed to maintain the Intruder Alarm System;  
or
- B) all of the following apply:
  - i) the Premises are unattended;
  - ii) the maintenance and efficacy of the Intruder Alarm System are the Insured's responsibility;
  - iii) the Company has not been informed of the absence of alarm protection.

## **7 Physical Security**

loss whenever the Premises are left unattended if all locks, bolts and other protective devices are not in full and effective operation.

## **8 Removal of Keys**

loss whenever the Premises are left unattended if all keys (including those relating to any part of the Intruder Alarm System) are not removed from the Premises.

## **9 Safe Keys and Combinations**

loss in respect of Items 1Bi) and 1Bii) out of Working Hours if all keys and notes of combination lock letters and numbers of safes and strong-rooms containing Money are not removed from the Premises.

## **10 Cyber**

- A) any Cyber Loss;
- B) any loss, damage, liability, claim, cost, or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss, damage, loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Electronic Data, including any amount pertaining to the value of such Electronic Data.

However, in the event that a peril listed below results from any of the matters described in A) or B) above, this Policy, subject to all other terms, conditions and exclusions, will cover physical damage to Property insured under this Policy including consequential loss resulting therefrom directly caused by such Listed Peril.

Listed Perils: fire, lightning, aircraft or other aerial devices or articles dropped from them, explosion, riot civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, earthquake, Storm, Flood, escape of water or oil from any tank, apparatus or pipe or impact by any road vehicle or animal, sprinkler leakage.

## **11 Insured's Contribution**

the first €500 of each Event.

## Section 2 – Personal Injury (Robbery)

### The Insurance Provided

In the event of 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 shown in the Schedule.

The amount payable for each unit of cover shall mean:

<b>Benefit</b>	<b>Description</b>	<b>Amount payable per unit of cover</b>
<b>1</b>	Death	€25,000
<b>2</b>	Loss of one or more Limbs or Eyes	€25,000
<b>3</b>	Permanent Total Disablement	€25,000
<b>4</b>	Temporary Total Disablement	€200 per week for a maximum of 104 weeks in all and not necessarily consecutive
<b>5</b>	Medical Expenses	€ 2,500

### Exclusions to Section 2

The Company will not pay any benefit where bodily injury following a robbery or attempt thereof is the result of or is contributed to by:

- 1 illness or disease (not resulting from bodily injury following a robbery or attempt thereof);
- 2 any naturally occurring condition or degenerative process;
- 3 post traumatic stress disorder or any psychological or psychiatric condition (not resulting from bodily injury following a robbery or attempt thereof).

## Additional Information

(not forming part of your contract)

### Intact Data Protection Notice

At Intact 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 your policy documentation and within renewal documentation. It can also be accessed at; [www.intactgroup.ie](http://www.intactgroup.ie) by scrolling to the footer at the bottom of the page. The Data Protection Notice may be updated from time to time so please check it each time you submit information to us or renew your policy.

### Customer Complaints Procedure

We are committed to providing our customers with a high standard of service at all times. If you have a complaint 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 +353 1 290 1000

Email: [\*\*complaints@ie.intactgroup.com\*\*](mailto:complaints@ie.intactgroup.com)

In the event of your complaint not being resolved to your satisfaction you may contact: The Financial Services and Pensions Ombudsman (FSPO), 3rd Floor, Lincoln House, Lincoln Place, Dublin 2, D02 VH29. Telephone +353 567 7000. Email: [info@fspoi.ie](mailto:info@fspoi.ie) You may appeal a Financial Services and Pensions Ombudsman finding to the High Court. We will not bear the cost of any appeal you bring.



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

Tel: +353 1 290 1000  
[www.intactinsurance.ie](http://www.intactinsurance.ie)

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, D16 FC92.