

Administered by



PROPERTY OWNER SELECT INSURANCE

Policy Wording Ireland

on behalf of Accelerant Insurance Europe SA

isureunderwriting.ie

PROPERTY OWNERS SELECT INSURANCE POLICY WORDING

Thank you for choosing iSure Underwriting for **Your** Property Owners Select **Policy**. iSure offers a range of specialist insurance products to meet the needs of businesses and are passionate about providing exceptional service to **You** when **You** need it. iSure's specialist expertise and passion is supported by **Our** partnership with leading insurers and this **Policy** is a contract between **You** and the insurers (**Us**) as declared in the **Schedule**.

Rokstone Insurance Europe Ltd trading as iSure Underwriting is regulated by the Central Bank of Ireland. Registered number C185761.

You can check this information on the Central Bank of Ireland's website www.registers.centralbank.ie or by contacting **+353 01 2244000**.

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IMPORTANT INFORMATION

HOW TO MAKE A CLAIM FOR SECTIONS 1-4

If **You** need to make a claim on **Your Policy** please check the coverage and then contact **Your Insurance Broker**. If for any reason **You** cannot contact **Your insurance broker** please contact **Us** at:

Claim Notification Company:

Leeson Claims Services Ltd

Telephone: 01 5392890

Email: claims.accelerant@isureunderwriting.ie

Address: 68 Merrion Square South Dublin 2

Our claims helpline is available 24 hours a day, 7 days a week.

Please note when making a claim, **You** must follow the Claims Condition under **Your Policy** as defined under General Condition 3. Claims.

FOR SECTION 5 LEGAL EXPENSES – ADVICE AND CLAIMS

Telephone: 0818 868 000 quoting “iSure **Business Helpline**” and ask to speak to a legal adviser.

This service is here to help **You**. Do not hesitate to make full use of it. In particular if something **You** are proposing to do may result in a legal expenses claim, **You** must use the helpline first.

Please see Page 51, Claims Condition and Page 53, How to make a claim for full details.

MIS Underwriting Limited

14a Jocelyn Street, Dundalk,
Co Louth, A91 XNY2

Email: underwriting@misgroup.com

HOW TO MAKE A COMPLAINT

If **You** need to make a complaint please refer to the Complaints Procedure section at the end of **Your** policy wording.

KEY POLICY INFORMATION

This Property Owners Select Insurance **Policy** is between **You** and **Us** as declared in the **Schedule**. **Your** policy is administered by iSure Underwriting and underwritten by:

Accelerant Insurance Europe SA

Bastion Tower, Level 20,
Place du Champ de Mars 5,
1050 Brussels Belgium

Accelerant Insurance Europe SA is a company registered in Belgium (Company number 0758.632.842) with registered office at Bastion Tower, Level 20, Place du Champ de Mars 5, 1050 Brussels.

Accelerant Insurance Europe SA is an insurance company authorised by the National Bank of Belgium and regulated by the Financial Services and Markets Authority (FSMA) (Ref. 3193).

This document, the **Schedule** and any attached **Endorsements** is the **Policy** which sets out this insurance. It should be read as one document. It is a legal contract, so please read all of it carefully and make sure it meets **Your** needs and that **You** understand it.

If **You** have any questions about these documents, please contact **Your** insurance broker who will be pleased to help **You**. Words in **bold** type face used in this document, other than in the headings, have specific meanings attached to them as set out in the Definitions Section.

POLICY PERIOD AND PREMIUM

We will, in consideration of the payment of the premium and for the **Period of Insurance**, provide insurance in accordance with the sections of the **Policy** that are shown as insured in the **Schedule**, subject to the conditions, exceptions and endorsements of the **Policy**. This insurance is renewable provided **We** agree to accept **Your** premium for any subsequent **Period of Insurance**.

We will cover **You** under those Sections shown in the **Schedule** where an amount (or “As shown in the **Policy** wording”) is inserted during any **Period of Insurance** for which **We** have accepted **Your** premium provided all the terms and conditions of the **Policy** are met.

If **You** are not satisfied with the cover provided by this **Policy**, please return the documents to **Your** Insurance Broker within 14 days of receiving them. As long as **We** have not paid a claim, **We** will return any premium **You** have paid as detailed further in the General Conditions Section of this **Policy**.

SEVERAL LIABILITY NOTICE:

The liability of an insurer / underwriter under this **Policy** is several and not joint with other insurers party to this **Policy**. An insurer is liable only for the proportion of liability it has underwritten. An insurer is not jointly liable for the proportion of liability underwritten by any other insurer.

Nor is an insurer otherwise responsible for any liability of any other insurer that may underwrite this **Policy**.

LANGUAGE AND LAW APPLICABLE TO THE CONTRACT

The parties are free to choose the law applicable to this **Policy**. Unless specifically agreed to the contrary this **Policy** will be governed by Irish law and subject to the exclusive jurisdiction of the courts of Ireland.

The language of this **Policy** and all communications relating to it will be in English.

ACCESSIBILITY

Upon request **We** can provide Braille, audio or large print versions of the policy and the associated documentation including the Insurance Product Information Document. If **You** require an alternative format **You** should contact **Your** broker through whom this policy was arranged.

PROTECTION AGAINST INFLATION

We continuously monitor a number of Commercial Rebuilding and Consumer Price Indices and have adjusted your **Buildings** Sums Insured using the index that **We** feel best protects **You** against the effects of inflation and the risk of under insurance in the coming year. However, this universal approach does not take account of the significant differences in profile of our individual customer’s buildings and contents exposures and we strongly recommend that **You** calculate **Your** rebuilding costs using the Society of Chartered Surveyors guidelines and carry out an inventory calculating the replacement costs of **Your** contents. **We** will be happy to adjust **Your** Sums Insured accordingly. Helpful guidelines can be found on the Society of Chartered Surveyors website at www.scsi.ie

DEFINITIONS

These definitions apply throughout **Your** policy and wherever they appear **bold** they will always have the following meanings.

WORD OR TERM

MEANING

Asbestos

Asbestos in any form, including but not limited to:

- a) **Asbestos**
- b) Crocidolite, amosite chrysotile, fibrous actinolite, fibrous anthophyllite, or fibrous tremolite or any mixture containing any of those minerals.
- c) **Asbestos** Containing Materials
- d) Any material containing **Asbestos** or **Asbestos** Dust.
- e) **Asbestos** Dust
- f) Fibres or particles of **Asbestos**

Bodily Injury

- a) death
- b) physical injury
- c) illness
- d) disease
- e) mental Injury and mental anguish provided that the condition complained of is accompanied by and arises directly from actual physical bodily injury

Buildings

The **Buildings** at **Your Premises**, including

- a) landlords fixtures and fittings in or on **Your Premises**
- b) outbuildings, extensions, annexes, garages
- c) boundary walls, gates and fences
- d) roads, pavements, yards, car parks, car ports, patios and terraces
- e) underground pipes and cables belonging to **You** or or which **You** are responsible
- f) tenants' improvements for which **You** are responsible for as owner of the Building and situated at the **Premises**
- g) the **Shop Front** unless insured under a separate item

Business

The activities directly and solely connected with the **Business** as described in the **Schedule** and **Proposal** including.

- a) the provision and management of canteen sports social or welfare organisations for the benefit of **Employees** and fire security first aid medical and ambulance services
- b) work that is being carried out on behalf of a director or officer by an **Employee** with **Your** consent
- c) the maintenance decoration and repair of Property at the **Premises** owned by **You** in connection with **Your Business**

Claimant's Costs

Costs and Expenses incurred by a claimant or in relation to a claim against **You**.

Costs and Expenses

Costs and Expenses shall mean

- Claimant's costs
- Defence costs
- Prosecution costs

Damage	Physical loss or destruction of or damage to tangible property.
Declared Value	<p>Your assessment of the cost of reinstating the Property Insured at the start of the Period Of Insurance. The Declared Value should include an allowance for:</p> <ul style="list-style-type: none"> a) the additional cost of reinstatement to comply with public authority requirements b) professional fees; and c) debris removal costs
Defence Costs	Costs and Expenses incurred with Our written consent in respect of any claim which may be the subject of indemnity under this Policy .
Employee	<p>Any of the following people working for You in connection with Your Business</p> <ul style="list-style-type: none"> a) anyone who has entered into or works under a contract of service or apprenticeship with You b) any labour only subcontractor or anyone employed by them c) any self-employed person working on a labour only basis under Your control or supervision d) a voluntary helper e) anyone who is engaged under a work experience scheme or similar scheme f) anyone who is hired or borrowed by You
Excess	The first amount of any claim for which You are responsible as specified in the Schedule or policy wording.
Government Action	Martial law, confiscation, nationalisation, requisition or destruction of property by or under the order of any government or public or local authority or any action taken in controlling preventing suppressing or in any way relating to War .
Offshore	<p>From the time of</p> <ul style="list-style-type: none"> a) embarkation by an Employee onto a conveyance at the point of final departure to an offshore rig or offshore platform or b) embarkation by an Employee onto a conveyance for the purpose of transferring from an offshore rig or offshore platform onto another offshore rig or offshore platform until disembarkation by an Employee from a conveyance onto land upon return from an offshore rig or offshore platform
Our/Us/We	The Insurer detailed in the Schedule .
Period of Insurance	The length of time covered by this insurance (as shown in the Schedule) and any extra period for which We accept Your premium.
PFAS	<p>Perfluorinated Compounds, Perfluoroalkyl and Polyfluoroalkyl Substances in any form, including but not limited to:</p> <ul style="list-style-type: none"> a) any organic molecule, salt, free radical or ion, the composition of which includes at least one <ul style="list-style-type: none"> i) perfluorinated methyl group (-CF₃); or ii) perfluorinated methylene group (-CF₂-); or b) any breakdown of any organic molecule, salt, free radical or ion, the composition thereof; or

- c) any good, product or material that has the same or similar chemical formula or structure as such Perfluorinated Compounds, Perfluoroalkyl and Polyfluoroalkyl Substances; or
- d) its presence or use in any alloy, by-product, compound or other material or waste that includes or is derived from such compounds or substances.

Premises	The Premises owned or occupied by You as stated on the Schedule , for the purposes of the Business .
Products	Any goods or other property (including their containers, packaging, labelling and instructions for use) sold, supplied, delivered, installed, erected, repaired, altered, treated or tested by You in connection with the Business and not in Your charge or control.
Property Insured	<p>Buildings including Shop Front</p> <ul style="list-style-type: none"> • Landlord's Contents • Other property belonging to You or for which You are responsible and as shown in the Schedule
Proposal	The signed Proposal or Statement of Fact and declaration and any additional information supplied to Us by You or on Your behalf.
Prosecution Costs	Costs and expenses incurred by a prosecuting authority which You, Your partners, directors or Employees are ordered to pay by the Court in relation to a prosecution against You, Your partners, directors or Employees in connection with the Business .
Schedule	The latest Schedule issued by Us .
Territorial Limits	<ul style="list-style-type: none"> a) Republic of Ireland b) elsewhere in the world in connection with temporary non-manual visits undertaken in the course of the Business by any person normally resident in the territories described in a) above
Terrorism	An act, including but not limited to the use of force or violence or the threat thereof, of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government or to put the public, or any section of the public, in fear.
Unoccupied	Untenanted, empty or disused for more than forty five (45) consecutive days.
War	War , invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not) civil war, mutiny, civil commotion, assuming the proportions of or amounting to popular rising, military rising, insurrection, rebellion, revolution or military or usurped power.
You/Your	The person, people or the company shown as the insured in the Schedule .

GENERAL CONDITIONS

1) DUTY OF DISCLOSURE

In deciding to accept this **Policy** and in setting the terms including premium **We** have relied on the information which **You** have provided to **Us**. **You** must take care when answering any questions **We** ask by ensuring that **You** answer honestly and with reasonable care.

If **We** establish that **You** deliberately or recklessly provided **Us** with untrue or misleading information **We** will have the right to:

- a) treat this **Policy** as if it never existed
- b) decline all claims; and
- c) retain the premium

If **We** establish that **You** carelessly provided **Us** with untrue or misleading information **We** will have the right to:

- i) treat this **Policy** as if it never existed, refuse to pay any claim and return the premium **You** have paid, if **We** would not have provided **You** with cover
- ii) treat this **Policy** as if it had been entered into on different terms from those agreed, if **We** would have provided **You** with cover on different terms
- iii) reduce the amount **We** pay on any claim in the proportion that the premium **You** have paid bears to the premium **We** would have charged **You**, if **We** would have charged **You** more

We will notify **You** in writing if (i), (ii) and/or (iii) apply.

If there is no outstanding claim and (ii) and/or (iii) apply, **We** will have the right to:

- 1) give **You** notice that **We** are terminating this **Policy**; or
- 2) give **You** notice that **We** will treat this policy and any future claim in accordance with (ii) and/or (iii), in which case **You** may then give **Us** notice that **You** are terminating this **Policy**
- 3) in accordance with the Cancellation and Cooling-Off Period Provisions

2) ALTERATION IN RISK

You must tell **Us** as soon as practicably possible of any change in the information **You** have provided to **Us** which happens before or during any **Period of Insurance**. Such as changes:

- a) in or to the **Business**

- b) to or at the **Premises**
- c) to the facts or matters set out in the Statement of Fact

or otherwise comprising the risk presentation made by **You** to **Us** at inception, renewal or mid-term alteration of the **Policy**; which materially increases the risk of bodily injury, loss, damage or liability.

You must tell **Us** at least fourteen (14) days before **You** start any conversions, extensions or other structural work to the **Buildings**.

When **We** are notified of a change or planned structural works **We** will tell **You** if this affects **Your Policy**. For example **We** may cancel **Your Policy** in accordance with the Cancellation and Cooling-Off Provisions, amend the terms of **Your Policy** or require **You** to pay more for **Your** insurance. If **You** do not inform us about a change or planned structural works it may affect any claim **You** make or could result in **Your** insurance being invalid.

3) CLAIMS

It is a condition that on the happening of any event which may give rise to a claim or loss under this **Policy**, **You** must

- a) notify **Us** as soon as practicably possible of the event
- b) Cooperate with **Us** in the investigation of insured events, including by responding to reasonable requests for information in an honest and careful manner
- c) take, or allow others to take, practical steps to prevent further loss or **Damage**, recover property lost and otherwise minimise the claim
- d) advise the relevant policing authority immediately of any **Damage** or loss of property caused by theft, attempted theft, or malicious persons
- e) at **Your** expense provide to **Us**
 - i) full written details of any injury, loss or **Damage** within 14 days of the date on which the injury, loss, or damage occurs (or 7 days in respect of injury loss or **Damage** caused by theft or attempted theft, riot, civil commotion or malicious persons)
 - ii) such detailed particulars, receipts, documents and evidence as **We** may require within 30 days of the date of **Our** request
 - iii) details of any other relevant insurances
- f) allow **Us** or anyone authorised by **Us** access to the **Premises**

- g) allow **Us** to take possession of, or request delivery to **Us** of any **Insured Property**
- h) not abandon any **Property Insured** to us without **Our** prior written consent

In the event of breach of these terms, it may impact **Your** ability to make a claim and the amount that **We** will pay **You**.

It is a condition under this **Policy** in respect of claims against **You** that **You** must

- a) as soon as practicably possible forward to **Us** on receipt any letter, proceedings, writ, court documents, Claim Form, or Summons
- b) allow **Us** complete control of any proceedings or settlement
- c) not accept, negotiate, pay, settle, admit or repudiate any claim without **Our** written consent
- d) as soon as practicably possible notify **Us** when **You** have knowledge of any impending prosecution, inquest, fatal accident, or government enquiry
- e) if demanded, provide a statutory declaration of the truth of the claim and any matters connected with it

In the event of breach of this term, it may impact **Your** ability to make a claim and the amount that **We** will pay **You**.

4) RIGHTS OF THIRD PARTIES

Nothing in this policy is intended to confer a directly enforceable benefit on any third party other than **You** unless **You** die, cannot be found, become insolvent, or for any other reason it appears to a court to be just and equitable to so order.

Your rights against **Us** in respect of the liability shall, notwithstanding anything in any enactment or rule of law be transferred to and vest in the third party to whom the liability was so incurred. The Third Party will have a right to ask **Us** to provide information concerning;

- a) the existence of a contract of insurance that covers the supposed liability or which might be regarded as covering it
- b) if there exists such a contract, who the insurer is
- c) the terms of the contract, and
- d) whether the insurer has informed the person that the insurer intends to refuse liability under the contract in respect of the person's supposed liability

5) FRAUD

If any claim be in any respect fraudulent or if any fraudulent means or devices be used by **You** or anyone acting on **Your** behalf to obtain any benefit under this **Policy**, **We**

- a) will not be liable to pay **Your** claim
- b) may recover from **You** any sums already paid in respect of **Your** claim; and
- c) may, after providing notice to **You**, treat the **Policy** as having terminated with effect from the time of the fraudulent act

If **We** exercise **Our** right under (c) above:

- i) **We** shall not be liable to **You** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **Our** liability under this **Policy** (such as the occurrence of a loss, the making of a **Claim**, or the notification of a potential **Claim**); and
- ii) **We** need not return any of the premium paid

6) SUBROGATION

You shall at **Our** request and expense take and permit to be taken all necessary steps for enforcing rights against any other party in **Your** name before or after any payment is made by **Us**. **We** shall be entitled to take over and conduct in **Your** name the defence or settlement of any claim or to prosecute in **Your** name at **Our** own expense and for **Our** own benefit any claim for indemnity or damages or otherwise.

7) SUBROGATION WAIVER

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

- a) any company standing in relation of parent to subsidiary (or subsidiary to parent) to **You**
- b) any company which is a subsidiary of a parent company of which **You** are a subsidiary as defined within the relevant legislation current at the time of **Damage**
- c) Any tenant of Yours provided that
 - i) the **Damage** did not result from a criminal, fraudulent or malicious act of the tenant
 - ii) the tenant contributes to the cost of insuring the property against the event which caused the **Damage**

We won't exercise this subrogation right in cases where

- 1) **You** might not want **Us** to exercise that right because **You** and the other party are members of the same family or co-habiting (except where the conduct of the other person that gave rise to the loss was serious or wilful misconduct), or
- 2) an employee of **Yours** (except where the conduct of the employee was intentional, reckless and they knew that a loss would probably result)

8) PRACTICAL PRECAUTIONS

You must

- a) take all practical precautions to prevent occurrences which may give rise to **Damage** or **Bodily Injury**
- b) maintain the **Premises** in a good state of repair
- c) take all practical steps to comply with statutory requirements, obligations and regulations imposed by any authority and
- d) take steps to make good or remedy any defect or danger which becomes apparent or take such additional precautions as circumstances may require as soon as practicably possible
- e) when undertaking Renovations to the **Property Insured You** must take all practical precautions to prevent **Damage**. **You** must not undertake Building Works without **Our** express written agreement

In the event of breach of these terms, **We** shall have no liability under this **Policy**, unless **You** show that non-compliance with these terms could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

9) CANCELLATION AND COOLING-OFF PERIOD

- a) **Your** Right to Cancel during the Cooling-Off Period **You** are entitled to cancel this policy by notifying **Us** in writing, by email or by telephone within fourteen (14) days of either:
 - i) the date **You** receive this policy; or
 - ii) the start of **Your Period of Insurance**whichever is the later

Any return of premium due to **You** will be calculated at a proportional daily rate depending on how long the policy has been in force unless **You** have made a claim in which case the full annual premium is due.

- b) **Your** Right to Cancel after the Cooling-Off Period **You** are entitled to cancel this policy after the cooling-off period by notifying **Us** in writing, by email or by telephone. Any return of premium due to **You** will be calculated at a proportional daily rate depending on how long the policy has been in force less the administration fee specified to **You** when **You** incepted the **Policy** unless **You** have made a claim in which case the full annual premium is due
- c) **Our** Right to Cancel

We are entitled to cancel this **Policy**, if there is a valid reason to do so, including for example:

- i) any failure by **You** to pay the premium; or
- ii) a change in risk which means **We** can no longer provide **You** with insurance cover; or
- iii) non-cooperation or failure to supply any information or documentation **We** request, such as details of a claim;

by giving **You** fourteen (14) days' notice in writing. Any return of premium due to **You** will be calculated at a proportional daily rate depending on how long the **Policy** has been in force, less the administration fee specified to **You** when **You** incepted the **Policy**, unless **You** have made a claim in which case the full annual premium is due.

10) DISCHARGE OF LIABILITY

We may pay the Limit of Indemnity or any lesser amount for which any claim or claims against **You** can be settled and **We** shall be under no further liability in respect of such claim or claims except for **Costs and Expenses** incurred prior to the date of such payment.

11) FIRE EXTINGUISHING APPLIANCES

It is a condition that any fire extinguishing appliances that are kept at the **Premises** are maintained in efficient working order. In the event of breach of this term, **We** shall have no liability under this **Policy**, unless **You** show that non-compliance with this term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

12) STAMP DUTY

Stamp Duty has been or will be paid in accordance with the provisions of Section 19 of the Finance Act 1950, as amended.

13) UNOCCUPIED BUILDINGS

Whenever the **Buildings** or any part thereof are **Unoccupied** the **Unoccupied Buildings** Condition will apply. **We** must be notified in writing as soon as possible when any **Unoccupied Buildings** or **Unoccupied** portion of the **Buildings** becomes occupied or any occupied **Buildings**, or portions thereof, become **Unoccupied**.

- 1) It is a condition in respect of **Unoccupied Buildings** that
 - a) the **Buildings** are inspected internally at least once during each week by **You** or on **Your** behalf
 - b) all trade refuse and waste materials are removed from the interior of the **Unoccupied Buildings** and no accumulation of refuse and waste be allowed in the adjoining yards or spaces owned by **You** or under **Your** control
 - c) **You** must secure the Building and put all protective and locking devices and any alarm protection into full and effective operation with letterboxes sealed to prevent the accumulation of mail
 - d) all external entry/exit doors must be fitted with at least 5 lever mortice deadlocks complying to BS3621. All ground floor and basement opening windows/skylights and other opening windows/skylights accessible from roof decks, balconies, fire escapes, canopies or down pipes be fitted with key operated window locks. This requirement does not apply to window/skylights which are protected by solid steel bars, grilles, lockable gates, expanded metal or weld-mesh, provided agreement shall have been obtained from **Us** and is stated on the **Schedule**. Any door or window officially designated a fire exit by the fire authority is excluded from these requirements
 - e) all mains services except electricity supply to maintain any fire, or intruder alarm system must be turned off and the water system must be completely drained or, during the period 1st October to 1st April each year, central heating systems must be kept working at a minimum temperature of 5 degrees Celcius. Where sprinkler systems are installed and water supplies must be maintained heating must be maintained at a minimum temperature of 5 degrees Celcius
 - f) **You** shall implement any additional protections **We** may require within the time scale specified by **Us**

- g) In the event of breach of these terms, **We** shall have no liability under this **Policy**, unless **You** show that non-compliance with these terms could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred

- 2) Specified perils 5,6,7,8,9,10,11,12,13 and 14 specified in Sections 1 and 2 shall not apply to **Unoccupied Buildings**

14) SURVEY CONDITION

If this **Policy** has been issued subject to **Us** completing a survey of the **Premises** or of any other location(s) as specified by **Us**, then pending completion of such survey(s) cover is provided by **Us** on the terms, conditions, provisions and limits as specified in the **Policy** and in the Sections of the **Policy**.

In the event that a survey should show that a risk or any part of it is not satisfactory in **Our** opinion, then **We** reserve the right to either alter the terms and conditions of the **Policy** or to suspend or cancel the **Policy** in accordance with the Cancellation provisions. It is a condition of the **Policy** that **You** must comply with all required survey risk improvements within the timescales specified by **Us**.

In the event that a risk improvement is not completed or risk improvement procedures are not introduced within the completion timescales specified by **Us**, then **We** reserve the right to either continue cover subject to alteration of the terms and conditions of the **Policy**, or to suspend or cancel the **Policy** in accordance with the Cancellation provisions.

If the terms or conditions of the **Policy** are amended by **Us**, then **You** will have fourteen (14) days to accept or reject the revised basis of the **Policy**. Should **You** reject the revised basis of the **Policy** we reserve the right to cancel the **Policy** in accordance with the Cancellation provisions.

15) INSURANCE ACT 1936

All monies which become or may become due and payable by **Us** under this policy shall in accordance with Section 93 of the Insurance Act, 1936, be paid and payable in the Republic of Ireland.

16) NON INVALIDATION

Any act, omission or alteration, unknown to **You** or beyond **Your** control, which increases the risk of **Damage**, will not invalidate this insurance if, as soon as **You** become aware, **You** give notice to **Us** and pay an additional premium as soon as practicably possible.

17) OTHER INSURANCES

If at the time of **Damage**, loss or injury, any other insurance has been effected by or on **Your** behalf covering any of the Property damaged, **Our** liabilities under this **Policy** shall be limited to the rateable proportion of such **Damage**, liabilities or loss as **We** would have had to pay if the other insurance policy did not contain:

- a) any provision applying average or any similar provision which would reduce the amount payable on the claim to reflect **Underinsurance**; and
- b) any provision which excludes it from ranking concurrently with this **Policy** or any Section of it either in whole or in part or from contributing rateably

18) POLICY EXCESS

It is a condition of this **Policy** that **You** must immediately pay **Us** such amount or part of when so requested.

19) DISPUTES

Any dispute between **You** and **Us**, about the insurer's liability in respect of a claim or settlement amount, may be referred within 12 months of the dispute arising to an arbitrator appointed jointly in agreement or by the President of the Law Society of Ireland. The arbitrator's decision shall be final and binding on both parties. Disputes not referred within 12 months shall be deemed.

GENERAL EXCEPTIONS

Each Section of this **Policy** contains Exceptions and must be read in conjunction with the following General Exceptions which apply to all Sections unless otherwise stated.

This **Policy** does not cover

1) RADIOACTIVE AND NUCLEAR RISKS

Damage or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from

- a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
- c) any weapon or device using radioactive material and/or ionising radiations and/or atomic or nuclear fission and/or fusion or other like reaction or radioactive force
- d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter

Subject to indemnity under the Employers Liability Section as far as concerns **Bodily Injury** caused to any of **Your Employees**, if such **Bodily Injury** arises out of and in the course of employment or engagement of such person by **You** this General Exception shall only apply

- i) in respect of liability of any Principal
- ii) in respect of liability assumed by **You** under agreement and which would not have attached in the absence of such agreement

2) WAR, GOVERNMENT ACTION AND TERRORISM

- a) **Damage** or any loss or expense whatsoever resulting or arising therefrom or any consequential loss directly or indirectly caused by or contributed to by or arising from
 - i) **War, Government Action or Terrorism**
 - ii) riot or civil commotion in Northern Ireland
- b) Legal liability of whatsoever nature or any **Costs and Expenses** whatsoever directly or indirectly caused by or contributed to by or arising from **War, Government Action or Terrorism** except to the extent stated in the Liability Provisions below.

In any action suit or other proceedings where **We** allege that by reason of this Exception as far as it relates to **Terrorism** any **Damage** or resulting loss or expense or consequential loss is not covered by this **Policy** the burden of proving that such **Damage**, loss, expense or consequential loss is covered shall be upon **You**.

Liability Provisions

Subject otherwise to the terms, definitions, Exceptions provisions and conditions of this **Policy**

- 1) **We** will cover **You** under Section 4 - Employers Liability - provided that in respect of any one claim or series of claims arising out of any one event or series of events arising from a single source or original cause **Our** liability in respect of all compensation and **Costs and Expenses** directly or indirectly caused by or contributed to by or arising from **Terrorism** shall not exceed €6,500,000
- 2) **We** will cover **You** under the Section 3 – Property Owners Liability - against legal liability to pay compensation and **Claimant's Costs** directly or indirectly caused by or contributed to by or arising from **Terrorism** provided that **Our** liability for all compensation (including interest thereon) and **Claimant's Costs** shall not exceed
 - a) in respect of or arising out of any one event or series of events arising from one source or original cause €2,600,000 or the amount of the Section 3- Property Owners Liability Sub-Section - Limit of Indemnity stated in the **Schedule** whichever is the lower
 - b) in respect of all pollution or contamination consequent upon **Terrorism** and which occurred during the **Period of Insurance** €2,600,000 in the aggregate or the amount of the Section 3 - Property Owners Liability - Limit of Indemnity stated in the **Schedule** whichever is the lower

3) DATE RECOGNITION

(Not applicable to Section 4 - Employers Liability)

Damage, accident or liability directly or indirectly caused by or consisting of or arising from the failure of any computer data processing equipment or media microchip, integrated circuit or similar device or other equipment or system for processing storing or receiving data or any computer software whether **Your** property or not

- a) to recognise correctly any date as its true calendar date

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

In respect of Section 1 - Property **Damage** and Section 2 - Loss of Rental Income this General Exception shall not exclude subsequent **Damage** not otherwise excluded which itself results from fire, lightning, explosion, aircraft, or other aerial devices, or articles dropped therefrom, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons other than thieves, earthquake, storm, flood, escape of water from any tank apparatus or pipe, theft or impact by any vehicle or animal.

4) COMPUTER VIRUS AND HACKING

- a) **Damage** to any computer or other equipment or component or system or item which processes, stores, transmits or retrieves data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software) and whether **Your** property or not where such **Damage** is caused by **Virus** or **Similar Mechanism** or **Hacking**

- b) Financial loss directly or Indirectly caused by or arising from **Virus** or **Similar Mechanism** or **Hacking**

but this shall not exclude **Damage** or financial loss which is not otherwise excluded from this **Policy** and which results from fire, lightning, explosion, earthquake, aircraft or other aerial devices or articles dropped therefrom, riot, civil commotion, strikes, labour disturbances, malicious persons (including the acts of thieves but excluding the acts of malicious persons which do not involve physical force or violence), storm, flood, escape of water or oil from any tank apparatus or pipe, impact by any vehicle or animal.

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

Hacking shall mean unauthorised access to any computer or other equipment or component or system or item which processes stores transmits or retrieves data whether **Your** property or not.

5) SONIC BANGS

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

6) TERRITORIAL LIMITS

Damage, loss, liability or expense arising outside the **Territorial Limits**.

7) TRADING RESTRICTIONS AND SANCTIONS

We shall not be deemed to provide cover and shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **Us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the United Kingdom, the European Union or the United States of America.

8) MICROORGANISM EXCEPTION

Damage, loss, claim, cost, expense or other sum directly or indirectly arising out of or relating to: mold, mildew, fungus, spores or other microorganism of any type, nature, or description, including but not limited to any substance whose presence poses an actual or potential threat to human health.

This Exclusion applies regardless whether there is (i) any physical loss or **Damage** to **Property Insured**; (ii) any insured peril or cause, whether or not contributing concurrently or in any sequence; (iii) any loss of use, occupancy, or functionality; or (iv) any action required, including but not limited to repair, replacement, removal, cleanup, abatement, disposal, relocation, or steps taken to address medical or legal concerns.

This exception shall not apply to Section 2 Loss of Rental Income for any of the specific diseases as set out in the Section Extension 5) Disease, Murder And Defective Sanitation.

9) BIOLOGICAL OR CHEMICAL MATERIALS EXCEPTION

Damage, loss, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

10) VIRUS, DISEASE AND PANDEMIC EXCLUSION

(not applicable to Employers Liability Section)

Notwithstanding any provision to the contrary within this policy, within any endorsement to this policy or within any extension to this policy, this policy and its endorsements (if any) and its extensions (if any) exclude any loss, damage, liability, claim, cost or expense (whether such loss, damage, liability, claim, cost or expense has been suffered by an insured or a third party) of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, in connection with, or otherwise in any way directly or indirectly attributable to:

- a) Coronaviruses; and
- b) Coronavirus disease (COVID-19); and
- c) Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2); and
- d) any mutation of or variation of a), b) or c) above; and
- e) any infectious disease that is designated or treated as a pandemic by the World Health Organisation; and
- f) any fear or anticipation of a), b), c), d) or e) above, regardless of any other cause or event contributing concurrently or in any other sequence thereto

11) EXCESSES

The amount of any applicable **Excess**.

12) PFAS (PERFLUORINATED COMPOUNDS, PERFLUOROALKYL AND POLYFLUOROALKYL SUBSTANCES) ABSOLUTE EXCLUSION

We will not provide cover under this Policy for:

- a) any **Bodily Injury**, property damage, personal and advertising injury loss, liability, **Damage**, compensation, sickness, disease, death, medical

payment, defence cost, cost, expense or any other amount directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with the actual, alleged, or threatened contaminative, pathogenic, toxic or other hazardous properties of PFAS; and

- b) any and all losses, costs and expenses resulting from any claim, litigation, dispute, arbitration, investigation or any other legal proceeding or dispute resolution in whole or in part directly or indirectly caused by, arising out of, resulting from, based upon or in any way related to, any of the following conducts, including but not limited to:
 - i) Actual, alleged or threatened inhalation of, ingestion of, consumption of, contact with, exposure to, existence of or presence of PFAS containing products or materials; or
 - ii) Design, manufacturing, production, use, sale, installation, placing on the market, removal, distribution, handling, packaging, storage, marketing, processing of or any other similar business-related activity relating to PFAS-containing products or materials; or
 - iii) Testing for, monitoring, cleaning up, abating, removing, containing, treating, detoxifying, neutralising, remediating, disposing of or in any way responding to, or assessing the effect(s) of PFAS-containing products or materials; or
 - iv) Failure to report any PFAS-containing products or materials to authorities; or
 - v) Failure to warn of potential consequences arising from, or the inadequacy of any warning, relating to any of the conduct described in i) through iv) above.

If **We** allege that this **Exclusion** applies to any claim under this **Policy** the burden of proving the contrary shall be upon You.

SECTION 1 | PROPERTY DAMAGE

DEFINITIONS

The following Special Definitions apply to this Section and shall keep the same meaning wherever they appear in **bold** type in the Section. They should also be read in conjunction with the General Definitions at the start of the **Policy**.

Shop Front

The whole front, all fixed glass in it, frames and if fixed to the **Building(s)** any shutters, blinds, lettering, ornamenting, alarm foil and fittings belonging to **You** or for which **You** are responsible.

Landlords Contents including Common Parts

- a) fixtures and fittings that do not form part of the structure, furniture and furnishings owned by **You** or for which **You** are responsible up to a limit stated in the **Schedule**
- b) video, audio, building management systems and security equipment, and other similar property belonging to **You** and for which **You** are responsible as landlord up to the limit of €5,000 per **Premises** unless stated otherwise in the **Schedule** but excluding
 - i) curios, works of art, antiques, sculptures or rare books where the value of any one article exceeds €1,000
 - ii) property more specifically insured under other insurances
 - iii) partners, directors and **Employees** personal effects (other than motor vehicles) whilst at the **Premises** for an amount exceeding €500 any one person

Glass

Plain plate, plain sheet, laminated glass and polycarbonate sheeting fixed in windows, doors, fanlights, and rooflights and glass fixed in wall mirrors, shelves, showcases and countercases, including lettering fixed to such glass.

COVER

We will cover **You** in respect of **Damage** to **Property Insured** occurring during the **Period of Insurance** at the **Premises** and caused by each of the following Specified Perils as they appear in the **Schedule** subject to the **Excess**.

SPECIFIED PERILS

1) Fire

but **We** will not cover **You** for **Damage**

- a) caused by explosion resulting from fire
- b) caused by earthquake or subterranean fire
- c) to that portion of any item of the **Property Insured** caused by its own self ignition, leakage of electricity, short circuiting or over running
- d) caused by
 - i) its own spontaneous fermentation or heating
 - ii) its undergoing any heating process or involving the application of heat

2) Lightning

3) Explosion

but **We** will not cover **You** for **Damage**

- a) caused by the bursting of any boiler, economiser or other vessel machine or apparatus belonging to **You** or under **Your** control in which internal pressure is due to steam only
- b) to any vessel, machine or apparatus or its contents resulting from the explosion thereof but this shall not exclude **Damage** caused by explosion of any boiler or gas appliance used for domestic purposes only

4) Aircraft and /or other aerial devices and/or articles dropped from them.

5) Earthquake.

6) Riot, civil commotion, strikers, locked out workers, labour or political disturbances, vandals or malicious people but excluding

- a) **Damage** caused by confiscation, destruction or requisition by order of the Government or any public authority
- b) **Damage** arising from stoppage of work
- c) Damage caused by **Your Employees**, tenants or any other person lawfully on **Your Premises**
- d) **Damage** to any portion of the **Building** which is **Unoccupied**
- e) **Damage** caused by theft or attempted theft

7) Subterranean Fire

8) Storm or Flood

but **We** will not cover **You** for **Damage**

- a) attributable solely to change in the water table level
or
- b) caused
 - i) by subsidence, ground heave or landslip
 - ii) by frost
 - iii) by felling, lopping, pruning of trees or
 - iv) to fences, gates and moveable property in the open or in open sided **Buildings**

9) Escape of Water from

any tank apparatus, pipe or escape of fuel from any fixed oil heating installation

but **We** will not cover **You** for **Damage** caused by water discharged or leaking from an automatic sprinkler installation.

10) Impact by any animal or road vehicle.

11) Accidental Escape of Water

from any Automatic Sprinkler Installation fitted in the **Premises**

but **We** will not cover **You** in respect of **Damage**

- a) caused by explosion, earthquake, subterranean fire or heat caused by fire
- b) caused by repairs, alterations or extensions to the **Buildings** and/or sprinkler installations or
- c) to the automatic sprinkler installation itself other than such **Damage** caused by water accidentally discharged or leaking from the installation

Subject to the following special condition

- i) when any changes, repairs or alterations to the automatic sprinkler installation(s) are proposed, **You** must advise **Us** and obtain **Our** prior agreement to such repairs, changes or alterations
- ii) **We** must have access to the **Premises** at all times for the purpose of inspection and **We** will notify **You** of any defects in the construction or condition of the automatic sprinkler installation(s) requiring alteration or repairs. **We** may also suspend cover under this Specified Peril until such alterations or repairs have been completed to **Our** approval

12) Theft or attempted Theft

involving entry or exit from the **Buildings** by forcible and violent means

but **We** will not cover **You** for **Damage**

- a) to property in any garden, yard, or paving, trees, plants and landscaping
- b) caused by or through any tenants of the **Buildings** or any of **Your** partners, directors or **Employees**

13) Accidental Damage

but **We** will not cover **You** for

- a) **Damage** caused by or specifically excluded from any of the Specified Perils in this Section
- b) **Damage** caused by or consisting of
 - i) inherent vice, latent defect, gradual deterioration, change in water table level, frost, wear and tear
 - ii) faulty or defective design or materials, faulty or defective workmanship, operational error or omission by **You**, **Your** partners, directors, or **Employees**, or contracted consultants but this shall not exclude subsequent **Damage** which itself results from a cause not otherwise excluded
- c) **Damage** caused by or consisting of
 - i) corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin or insects
 - ii) change in temperature, colour, flavour, texture or finish the action of light or atmosphere
 - iii) joint leakage, failure of welds, cracking, fractioning, collapse or overheating of boilers, economisers, super heaters, pressure vessels or any range of steam and feed piping in connection therewith

- iv) mechanical or electrical breakdown, derangement or overloading in respect of the particular machine apparatus or equipment in which such breakdown or derangement originates
- but this shall not exclude subsequent **Damage** which itself results from a cause not otherwise excluded
- d) **Damage** caused by or consisting of
 - i) settling, shrinkage or expansion of foundations, walls, floors, ceilings or roof settlement or bedding down of new structures or extensions, subsidence, ground heave or landslip
 - ii) unexplained disappearance, unexplained shortage, inventory shortage, misfiling or misplacing of information
 - e) **Damage to Buildings** caused by their own collapse or cracking however **We** will cover **You** in respect of such **Damage** if it results from a Specified Peril and is not otherwise excluded
 - f) **Damage** to
 - i) moveable property in the open by wind, rain, hail, sleet, snow, flood or dust
 - ii) **Property Insured** in transit by air or sea or inland waterway or road
 - g) **Damage** in respect of
 - i) **Buildings** or structures in course of construction or erection and materials or supplies in connection with all such construction or erection
 - ii) land, road, pavements, piers, jetties, bridges, culverts or excavations
 - iii) vehicles licensed or intended to be licensed for road use including access ones thereon attached or unattached caravans, trailers, watercraft or aircraft
 - iv) livestock, growing crops or trees
 - v) jewellery, precious stones or precious metals or articles composed of them, bullion, furs, curiosities, rare books or works of art
 - vi) money, or credit cards of any description
 - vii) fixed glass and sanitary ware other than as defined in **Buildings** unless specifically stated in the **Schedule** and the **Damage** is not otherwise excluded
 - h) **Damage** arising from any acts of fraud or dishonesty
- i) **Damage to Property Insured** resulting from its undergoing
 - i) any process of production
 - ii) any process of packaging treatment, testing, commissioning, cleaning, servicing or any other similar process
- 14) **Subsidence, Ground Heave or Landslip** of any part of the **Premises** on which the property stands, but **We** will not cover **You** for **Damage**
- a) arising from the settlement or movement of made-up ground or by coastal or river erosion
 - b) arising from collapse, cracking, shrinkage, expansion or settlement of **Buildings** or any part thereof
 - c) occurring as a result of the construction, demolition, alteration or structural repair of any **Buildings/structures** at the **Premises**
 - d) arising from the normal settlement or bedding down of new structures
 - e) that has been provided for or would have been but for the existence of this insurance under any contract or a guarantee or by law
 - f) commencing prior to the inception of cover under this **Policy**
 - g) to forecourts, car parks, roads, pavements, yards, patios, walls, gates, fences, landlords fixtures and fittings, paved areas or footpaths unless **Your Buildings** are damaged by the same cause and at the same time

BASIS OF CLAIMS SETTLEMENT

We will pay **You** the value of the **Property Insured** at the time of its loss or destruction, or the amount of the **Damage**, or at **Our** option will reinstate or replace such **Property Insured** or any part thereof.

The most **We** will pay for any incident of **Damage** is

- a) the Total Sum Insured, or for each item its individual Sum Insured, or any other Limit of Indemnity in this Section whichever is the less at the time of **Damage**
- b) the amount of the Sum Insured or Limit of Indemnity remaining after deduction for any other **Damage** occurring during the same **Period of Insurance**, unless **We** agree to reinstate any such Sum Insured or Limit of Indemnity

AUTOMATIC REINSTATEMENT OF LOSS

Unless there is written notice by **Us** to the contrary, in consideration of Sums Insured or limits of liability not being reduced by the amount of any claim provided that **You** undertake to pay the appropriate additional premium but will not apply to theft or attempted theft.

BASIS OF CLAIMS SETTLEMENT ADJUSTMENTS

Where stated in the **Schedule** the basis of settlement will be adjusted in accordance with the following clauses

1) Reinstatement (Day One)

- a) the amount payable in respect of **Buildings** and **Contents** shall be the cost of reinstatement of the property lost, destroyed or damaged

For this purpose Reinstatement means

- i) the rebuilding or replacement of **Property** lost or destroyed which, provided **Our** liability is not increased, may be carried out
 - 1) in any manner suitable to **Your** requirements
 - 2) upon another site
- ii) the repair or restoration of **Property** damaged

In either case to a condition equivalent to, or substantially the same as, but no better or more extensive than its condition when new

- b) **You** having stated the **Declared Value** shown in brackets beside the Sum Insured for each of the said items the premium has been calculated accordingly

SPECIAL CONDITIONS

- 1) At inception of each **Period of Insurance**, **You** shall notify **Us** of the **Declared Value** of **Property Insured**. In the absence of such declaration the last amount declared by **You** will be taken as the **Declared Value** for the new **Period of Insurance**, adjusted by index linking. **Buildings** shall be adjusted in accordance with fluctuations in suitable indices of cost to be decided upon by **Us**. At each renewal of the **Policy** the premium shall be calculated on the revised sum insured
- 2) If at the time of **Damage** the **Declared Value** of the **Property Insured** is less than the cost of reinstatement (as defined in paragraph 1.a.i.) at inception of the **Period of Insurance**, the amount **We** pay will be proportionately reduced

- 3) **Our** liability for the repair or restoration of **Property** damaged in part only, shall not exceed the amount which would have been payable if such **Insured** had been wholly destroyed
- 4) No payment beyond the amount **We** would have paid in the absence of this clause will be made
 - a) unless reinstatement commences and proceeds without delay
 - b) until the cost of reinstatement has actually been incurred
 - c) where **Property Insured** at the time of **Damage** is covered by any other insurance effected by **You**, or on **Your** behalf, which is not on the same basis of reinstatement
- 5) All the terms and conditions of this Section and of the **Policy** shall apply to any claim payable under the provisions of this clause, other than where they are expressly varied by the terms of this clause.

2) Underinsurance

The Sums Insured by

- a) any items for **Buildings** or Contents subject to the Reinstatement (Day One Basis) Clause are declared to be separately subject to underinsurance as described in Special Condition 2 of such clause
- b) any other items of **Property Insured** (other than any Sum Insured applying solely to Rent, Fees, Removal of Debris) are declared to be separately subject to average. This means if at the time of **Damage** the Sum Insured for any item is less than the value of the item covered by such Sum Insured, the amount **We** pay will be proportionately reduced

3) Contribution

If at the time of any **Damage** there is any other insurance effected by or on behalf of **You** covering any of the **Property Insured** damaged **Our** liability hereunder shall be limited to its rateable proportion of such **Damage**.

SECTION EXTENSIONS

1) ALTERNATIVE ACCOMMODATION

We will cover **You** for necessary and reasonable costs incurred for

- a) alternative accommodation for tenants in the residential portion of the **Premises** and
 - b) temporary storage of such tenants' furniture
- if as a result of **Damage** from the Insured Perils the occupied **Buildings** are rendered unfit by a competent local authority for occupation or access to them is denied by a competent local authority.

The maximum **We** will pay in respect of any one claim is 30% of the **Buildings Sum Insured** noted in the **Schedule**.

We will not cover **You** under this extension if you are claiming for the cost of alternative accommodation under Section 2 - Loss of Rental Income.

2) ARCHITECTS, SURVEYORS, LEGAL AND OTHER PROFESSIONAL FEES

We will pay for any architects, surveyors, consulting engineers and legal fees incurred with **Our** written consent in connection with the repair or replacement of the damaged parts of the **Building** Insured. **We** will not cover any **Costs** and **Expenses** for preparing any claim. Liability for such **Damage** and fees shall not exceed the **Sum Insured** by each item shown in **Your Schedule**.

3) CAPITAL ADDITIONS

We will cover **You** for

- a) any newly acquired **Buildings** insofar as the same are not otherwise insured
- b) alterations, additions and improvements to the **Buildings** but not in respect of any appreciation in value

Within the **Territorial Limits**.

The maximum **We** will pay in respect of any one location under this Extension is

- i) €500,000 or 20% of the existing **Buildings Sum Insured** in respect of any newly built and/or newly acquired **Buildings**, whichever is the lesser at any one location
- ii) €500,000 or 20% of the existing **Buildings Sum Insured** in respect of alterations, additions and improvements to the **Buildings**, whichever is the lesser at any one location

You undertake to give particulars of such Capital Additions as soon as practicable but at least within three months and specifically insure such Capital Additions with **Us** from the date **Our** liability commenced and pay the additional premium required.

4) CONCERN FOR WELFARE

We will pay costs incurred following **Damage** caused by the police or persons acting under their control in gaining access to the **Buildings** as a result of concern for the welfare of the tenant. The maximum **We** will pay under this Extension for any one claim is €5,000.

5) CONTRACTORS' INTEREST

Where **You** are required to effect insurance on the **Property Insured** in the joint names of **You** and the contractor under the terms of a contract condition then the interest of the contractor in the **Property Insured** as joint **Policy** holder is hereby noted and **You** must

- a) provide **Us** with details of any single contract valued in the excess of €100,000 prior to work commencing and
- b) pay an additional premium if required

6) CONTRACT WORKS

The cover provided under this Section extends to include:

- a) **Damage** to permanent works and temporary works which are erected, or are in course of erection, in performance of a Contract at the **Premises** and the materials and all other property of whatsoever nature or description for incorporation therein, but excluding fines and penalties assumed under the Contract
- b) **Damage** in respect of contract works being carried out at any of the **Premises**

Where required, **We** will include the interest of the contractor and/or sub-contractor on the **Policy**.

The maximum **We** will pay for any one loss under this Extension is €100,000.

7) DAMAGE BY EMERGENCY SERVICES TO LANDSCAPED GROUNDS

We will cover **You** for the costs incurred as a result of **Damage** at the **Premises** following the operation of any Specified Peril insured under this Section in

- a) reinstating or repairing landscaped gardens and grounds for which **You** are responsible caused by the emergency services in the course of carrying out their duties
- b) restoring landscaped gardens and grounds to their original appearance when first laid out and planted, but excluding costs arising due to the failure of trees, shrubs, plants, turf and the like to germinate or become established

The maximum **We** will pay under this Extension for any one claim is €50,000.

8) DRAIN CLEARANCE

The Sum Insured for each item under **Buildings** extends to include **Costs and Expenses** incurred by **You** and to which **We** agree for cleaning and/or cleaning drains, sewers and gutters for which **You** are responsible and liable following **Damage** as insured by this Section. The maximum **We** will pay for any one claim under this cover is €75,000.

9) EUROPEAN UNION AND PUBLIC AUTHORITIES CLAUSE

Following **Damage** as insured by this Section to each item under **Buildings** **We** will pay the additional cost of reinstatement as may be incurred solely by reason of the necessity to comply with any

- a) European Union legislation or
- b) building or other regulations under or framed in pursuance of any Act of Parliament or by- laws of any public authority (both of which are herein after referred to as Regulations) in respect of
 - i) the **Buildings** the subject of the **Damage**
 - ii) undamaged portions of the **Buildings**
 - iii) any water supply equipment at the **Premises** supplying the sprinkler installation in undamaged portions of the **Premises**

This Extension does not apply to

- a) The cost incurred in complying with the Regulations
 - i) in respect of **Damage** occurring prior to inception of this **Policy**

- ii) in respect of **Damage** not insured by this Section
 - iii) under which notice has been served upon **You** prior to the happening of the **Damage**
 - iv) for which there is an existing requirement which has to be implemented within a given period in respect of undamaged **Buildings** or undamaged portions of the **Buildings** other than foundations (unless specifically excluded) of that portion of the **Buildings** the subject of the **Damage**
- b) The additional cost that would have been required to make good the **Buildings** the subject of the **Damage** to a condition equal to their condition when new had the necessity to comply with the Regulations not arisen
 - c) The amount of any charge or assessment arising out of capital appreciation which may be payable in respect of the **Buildings** or by the owner thereof by reason of compliance with Regulations provided that
 - i) the work of reinstatement must be commenced and carried out without delay and in any case must be completed within 12 months after the **Damage** or within such further time as **We** may allow (during the said 12 months) and may be earned out upon another site (if the regulations so necessitate) subject to the **Our** liability under this Extension not being thereby increased
 - ii) if **Our** liability under any item of this Section apart from this Extension shall be reduced by the application of any of the terms, conditions and Exceptions of this Section then **Our** liability under this Extension in respect of any such item shall be reduced in like proportion
 - iii) the total amount recoverable under any item of this Section shall not exceed
 - 1) for undamaged portions of the **Buildings** (other than foundations) 20% of the Sum Insured for that item at the **Premises** where the **Damage** occurred
 - 2) for other items, the Sum Insured

10) EVICTION OF SQUATTERS

We will pay reasonable legal **Costs and Expenses** payable to a lawyer or other suitably qualified person who has been appointed to act for **You** with **Our** prior written agreement in any civil action to evict anyone in the **Premises** who does not have **Your** permission to be there.

All legal proceedings will be dealt with by a Court or other body that **We** agree to within Ireland.

We will not pay **Costs and Expenses**

- a) for any dispute where the cause of the action arises within 90 days of the inception date of this Extension under this policy
 - b) for any dispute where the cause of the action involves **Your** tenant
 - c) for any dispute which is recoverable under Section 3 - Property Owners Liability or the optional Legal Expenses Section of this **Policy**
 - d) where cover is more specifically insured elsewhere
- The maximum **We** will pay under this Extension for any one claim is €5,000.

11) FIRE BRIGADE CHARGES

We will cover **You** in respect of fire brigade attendance charges for the purpose of minimalising **Damage** caused by fire at the **Premises**.

The maximum **We** will pay under this Extension for any one claim is €50,000.

12) FIRE EXTINGUISHERS, SPRINKLERS AND SECURITY EQUIPMENT EXPENSES

We will cover **You** in respect of **Costs and Expenses** incurred in refilling, recharging, re-setting or replacing any

- a) portable fire extinguishing appliances
 - b) local fire suppression system
 - c) fixed fire suppression system
 - d) sprinkler installation or sprinkler heads
 - e) fire and/or intruder alarm systems
 - f) closed circuit television equipment
- as a result of **Damage** as insured by this Section

We will not cover **You** under this Extension in respect of any **Costs and Expenses** recoverable from the maintenance company or fire service. If in relation to any claim **You** have failed to fulfil the following condition **You** will lose **Your** right to indemnity or payment for that claim.

You must maintain all such equipment in accordance with the manufacturer's instructions.

The maximum **We** will pay under this Extension for any one claim is €10,000.

13) FIXED GLASS

Following **Damage** to fixed **Glass**, **We** will pay the cost of

- a) temporary boarding-up of broken **Glass** pending full replacement agreed by **Us**
- b) removing and re-fixing window fittings and other obstacles to replacing broken **Glass** and replacing alarm foil on **Glass**
- c) **Damage** to framework and to Contents caused by broken **Glass**

However **We** will not pay for **Damage** existing prior to inception of this **Policy**.

14) FLY TIPPING

We will pay for the necessary costs of clearing and removing any property illegally deposited in or around the **Buildings** insured under this **Policy**.

We will not pay **You** in respect of the first €1,000 of each and every loss at each of the **Premises**.

The maximum **We** will pay under this Extension for any one claim is €5,000.

15) FURTHER INVESTIGATION

Where a portion of the Building has suffered **Damage** and there is a reasonable possibility of **Damage** having occurred to other portions of the same Building, which is not immediately apparent **We** will pay

- a) the costs incurred with **Our** prior agreement in establishing whether or not such **Damage** has occurred
- b) costs incurred in establishing whether or not other **Buildings** insured under this Section have suffered such **Damage** but only if such **Buildings** are subsequently found to have suffered such **Damage** for which **We** are liable under the **Policy**.

The maximum **We** will pay under this Extension for any one claim is €25,000.

16) INADVERTENT OMISSION TO INSURE

We will cover **You** for **Damage** to any premises within the **Territorial Limits** which **You** own or are responsible to insure and which **You** have inadvertently failed to insure

- a) under this or any other insurance policy
- b) caused by the operation of any Specified Peril insured under this Section

Provided that

- i) immediately upon becoming aware of the premises not being insured **You** shall arrange insurance from the date on which **Your** responsibility attached and pay any additional premium due
- ii) this Extension shall not apply to any premises covered under the Capital Additions Extension of this Section

The maximum **We** will pay under this Extension for any one claim and in the aggregate for all claims in any one **Period of Insurance** is €500,000.

17) INSECT NEST REMOVAL

We will pay for the cost of removing the nests of wasps, bees or hornets and other insects harmful to humans from the **Premises**.

We will not pay the cost of removing such nests that were already in the **Buildings** prior to the inception of the policy.

The most **We** will pay under this Extension for any one claim is €500.

18) LOSS MINIMISATION EXPENSES

We will pay costs incurred with **Our** prior consent by **You** or on **Your** behalf to prevent or minimise actual or imminent **Damage** at the **Premises** provided such costs are

- a) directly related to **Damage** caused by the operation of any Specified Peril insured under this Section which is likely to occur in the immediate future unless urgent preventative action is taken
- b) not more specifically insured elsewhere

The maximum **We** will pay under this Extension for any one claim is €10,000.

19) LOSS OF METERED UTILITIES

We will pay charges for which **You** are responsible if water, oil, gas or electricity is accidentally discharged from a metered system providing service to the **Premises** as a result of **Damage** insured under this Section, however **We** will not pay for such charges incurred in respect of any building which is **Unoccupied**.

The maximum **We** will pay under this Extension for any one claim is €25,000.

20) MALICIOUS DAMAGE BY TENANTS

We will cover **You** for **Damage** caused maliciously by the tenant of the **Buildings**.

The maximum **We** will pay under this Extension for any one claim is €20,000.

21) MORTGAGEES AND OTHER INTERESTS

The interest of the Leaseholder(s), Mortgagee(s) and Tenant(s) in the individual portions of the **Property Insured** to which their interest applies is noted such interest to be advised to **Us** in the event of a claim. In addition the interest of **You** or Mortgagee(s) in this insurance shall not be prejudiced by any act or neglect of the occupier(s) or Mortgagor(s) of any **Buildings** hereby insured whereby the risk of **Damage** is increased without the authority or knowledge of **You** or the Mortgagee(s) provided that **You** or Mortgagees shall on becoming aware give notice in writing to **Us** as soon as practicably possible and on demand pay such additional premium as **We** may require.

22) PRIVACY OF CONTRACT

We will cover **You** in respect of all such sums as **You** become legally liable to pay, and incurred with **Our** consent, following **Damage** caused by the operation of any Specified Peril insured under this Section and pay as indemnity to any landlord or tenant in respect of repair or reinstatement of **Premises** previously owned by **You** but which are no longer **Your** property and where the current owner has failed to maintain adequate insurance cover subject to the terms and conditions of this **Policy**.

Excluding contribution in respect of any more particular insurance effected by any succeeding landlord, tenant or sub-tenant. It is a condition under this **Policy** in respect of this cover that **You** must take all practicable steps to obtain release from **Your** liabilities under the covenants to insure such property on its disposal. The maximum **We** will pay under this Extension for any one claim and in the aggregate for all claims in any one **Period of Insurance** is €500,000.

23) PROPERTY IN THE OPEN

We will pay for **Damage** caused by the operation of any Specified Peril insured under this Section to garden furniture, ornaments statues gardening equipment and signage belonging to **You** or for which **You** are responsible in the grounds of the **Premises** unless more specifically insured elsewhere.

For the purpose of this Extension Specified Peril 12 – Theft or attempted theft includes theft or attempted theft not involving forcible or violent means. The maximum **We** will pay under this Extension for any one claim is €5,000.

24) PROPERTY TEMPORARILY REMOVED

We will cover **You** in respect of **Damage** to **Property** while temporarily removed for

- 1) cleaning
- 2) renovation
- 3) repair

We will not cover **You** for property removed for more than 90 days unless **We** agree a longer period in writing.

The maximum **We** will pay is 20% of the Sum Insured.

25) REMOVAL OF DEBRIS

The Sum Insured for **Buildings** and Contents includes **Costs and Expenses** incurred with **Our** consent for

- a) removal of debris
- b) dismantling or demolishing
- c) shoring up or propping of the portion or portions of the **Buildings** sustaining **Damage** by any of the Specified Perils

We will not cover **You** under this Extension in respect of **Costs and Expenses**

- i) incurred in removing debris from anywhere other than the site of the **Damage** and the area adjacent to it
- ii) arising from pollution or contamination of property not insured under this Section
- iii) more specifically insured elsewhere

26) REMOVAL OF DEBRIS - TENANTS CONTENTS

We will pay costs incurred with **Our** consent following **Damage** caused by the operation of any Specified Peril insured under this Section in removing debris in respect of Contents for which **You** are not responsible

We will not cover **You** under this Extension in respect of **Costs and Expenses**

- a) incurred in removing debris from anywhere other than the site of the **Damage** and the area adjacent to it
- b) arising from pollution or contamination of property not insured under this extension

- c) more specifically insured elsewhere

The maximum **We** will pay under this Extension for any one claim is €5,000.

27) REPLACEMENT LOCKS & KEYS

We will cover **You** for the cost of replacing locks and keys at the **Premises** following

- a) accidental loss of keys
- b) damage to keys or the locks at the **Premises**
- c) theft or attempted theft of keys from the **Premises** or from **Your** home or the home of any principal director partner or employee authorised to hold such keys

The maximum **We** will pay under this Extension for any one claim is €10,000.

28) SALE OF BUILDING CONTRACTING PURCHASER'S INTEREST

If at the time of **Damage** to the **Buildings** by any of the Specified Perils **You** have contracted to sell **Your** interest in such **Buildings** and the purchase is not complete the contracting purchaser shall on completion be entitled to benefit under this insurance without prejudice to **Your** (or **Our**) rights and liabilities up to the date of completion but only to the extent that the purchaser cannot recover the loss from insurance placed elsewhere by him or on his behalf.

29) SEVENTY TWO HOUR CLAUSE

Damage occurring within 72 consecutive hours of and arising from the Specified Perils of storm or flood is deemed to be one claim for the purposes of this Section.

You have the right to select the moment from which the 72 hour period shall be deemed to have commenced within the terms of this Section provided that such **Damage** occurred prior to the expiry of the **Period of Insurance**.

30) SPRINKLER INSTALLATION UPGRADING COSTS

If, following **Damage**, **We** require the upgrading of any automatic sprinkler installation in order that at the time of its reinstatement such installation will conform to Loss Prevention Council Rules current at the time of reinstatement, **We** will pay the costs incurred by **You** provided that at the time of the **Damage** the installation conformed to the 29th Edition Rules for

Automatic Sprinkler Installations issued by the Loss Prevention Council at the time of original installation but did not conform to subsequent amendments to such rules.

The maximum **We** will pay under this Extension for any one claim is €100,000

31) THEFT OF BUILDING FABRIC

We will cover **You** for **Damage** to

- a) the external fabric of the **Buildings** as a result of theft or attempted theft
- b) Property as a result of rainwater entry following theft or attempted theft of the external fabric of the **Buildings**

for which **You** are legally responsible and is not otherwise insured.

This Extension shall not apply

- a) to any **Buildings** which are **Unoccupied**
- b) when scaffolding is erected at the **Buildings**
- c) where Insured Peril 12 - Theft is not operative

The maximum **We** will pay under this Extension for any one claim is €25,000.

32) THIRD PARTY FAILURE TO INSURE

We will cover **You** for **Damage** to any premises within the **Territorial Limits** owned or leased by **You** which by the terms of the lease are required to be insured by the tenant, lessee or occupier and where that party has:

- a) failed to insure against the Specified Peril insured under this Section; or
- b) failed to insure for a sufficient amount to provide for reinstatement of the **Buildings** as specified in the lease

Provided that:

- i) at the time of **Damage** there is a valid and enforceable lease requiring the premises to be insured against the Specified Perils insured under this Section
- ii) **You** advise **Us** immediately **You** become aware that such insurance is not in force and pay any additional premium due for the period such insurance is not effected
- iii) **You** obtain written confirmation from the tenant, lessee or occupier and their Insurers at the inception of any such agreement that insurance is in force at least to the extent of cover provided by this **Policy** and also carry out an annual check that such insurance is in force for all such properties

Immediately on becoming aware of any premises not insured for all the Specified Perils insured by this **Policy You** shall effect adequate insurance for the uninsured Perils.

The maximum **We** will pay under this Extension for any one claim and in the aggregate for all claims in any one **Period of Insurance** is €500,000.

33) TRACE AND ACCESS

We will pay **Costs and Expenses** with **Our** consent in locating the source of any escape of water from any fixed domestic water services or heating installation or escape of fuel oil including subsequent repair to walls, floors or ceilings provided such **Damage** is insured by this Section.

But **We** will not cover **You**

- a) for the cost of repairs to any fixed domestic water services or heating installation
- b) where **Damage** results solely from a change in the water table level

The maximum **We** will pay under this Extension for any one claim is €50,000.

34) TREE FELLING AND LOPPING

We will cover **You** for the costs incurred in removing or lopping trees by a professionally qualified tree surgeon or tree feller which are an immediate threat to the safety of life or of **Damage** to the **Premises**.

We will not cover **You** for

- a) legal or local authority costs involved in removing trees
- b) costs incurred solely to comply with a Preservation Order

The maximum **We** will pay under this Extension for any one claim is €1,000.

35) UNAUTHORISED USE OF UTILITIES

We will pay the cost of metered electricity, gas, water or oil for which **You** are legally responsible arising from its unauthorised use by persons taking or keeping possession or occupying the **Buildings** without **Your** authority provided that the **Buildings** are inspected weekly by a responsible person on **Your** behalf and all practicable steps are taken to terminate such unauthorised use as soon as it is discovered.

The maximum **We** will pay under this Extension for any one claim is €25,000.

36) VALUE ADDED TAX

The insurance by this Section extends to include Value Added Tax paid by **You** (including 'self-supply' Value Added Tax where appropriate) which is not subsequently recoverable provided that

- a) **Your** liability for such tax arises solely as a result of the reinstatement or repair of the **Buildings** following **Damage** and **We** have paid or have agreed to pay for such **Damage**
- b) if any payment by **Us** in respect of the reinstatement or repair of such **Damage** is less than the actual cost of reinstatement or repair any payment under this Extension resulting from that **Damage** will be reduced in like proportion
- c) **Your** liability for such tax does not arise from the replacement building having greater floor area than or being better or more extensive than the destroyed or damaged Building
- d) where an option to reinstate on another site is exercised **Our** liability under this Extension will not exceed the amount of tax that would have been payable had the Building been built on its original site
- e) **Our** liability under this Extension will not include amounts payable by **You** as penalties or Interest for non-payment or late payment of tax

The following amendments are made to the **Policy** in respect of this Extension only

- 1) for the purposes of any Condition of Average rebuilding costs will be exclusive of Value Added Tax
- 2) **Our** liability may exceed the Sum Insured where such excess is solely in respect of Value Added Tax

37) ENVIRONMENTAL PROTECTION

We will cover **You** in respect of losses over €10,000 for the additional costs incurred with **Our** consent in rebuilding or repairing **Buildings** at the **Premises** in a manner that is intended to reduce potential harm to the environment by improving energy efficiency following **Damage**.

We shall not indemnify **You** under this extension in respect of

- i) any additional costs of complying with any European Union legislation Act of Parliament or byelaws of any public authority
- ii) any additional costs for work **You** had already planned to be carried out prior to the **Damage**

- iii) any additional costs for replacing undamaged **Property**
- iv) any **Buildings** or portion of a **Building** which are **Unoccupied**
- v) any losses where **You** elect not to rebuild or repair the **Building**

The maximum **We** will pay for any one claim under this **Extension** is €25,000.

38) ILLEGAL CULTIVATION OF DRUGS COVER

We will cover **You** for the clean up costs and remedial works from the use of the **Premises** for the manufacture, cultivation, harvesting or processing by any other method of drugs classed as controlled substances under the Misuse of Drugs Act 1977 & 1984.

Provided that **You**:

- a) carry out internal and external inspections of the **Buildings** at least every 3 months or as frequently as permitted under the tenancy agreement and
 - i) maintain a log of those inspections and retain that log for at least 24 months
 - ii) carry out a 6 monthly management check of the inspections log
- b) obtain satisfactory credit references from a licensed Credit Referencing Agency prior to granting the tenancy with the tenant having given permission for this information to be released in the event of a claim.
- c) obtain and record details of **Your** tenant's bank account and verify those details by receiving rental payments from that account
- d) obtain and record a written formal identification of any prospective tenant
- e) do not permit any sub-letting of your property.

If **You** do not comply with the above conditions **You** will not be covered and **We** will not pay **Your** claim.

The maximum **We** will pay for any one claim under this **Extension** is €2,000.

SECTION EXCEPTIONS

The following exceptions apply to this Section. **We** will not cover **You** under this Section for

1) POLLUTION AND CONTAMINATION

Damage, caused by or arising from pollution or contamination except (unless otherwise excluded)

Damage to the **Property Insured** caused by

- a) pollution or contamination which itself results from a Specified Peril
- b) any of the Specified Perils which itself results from pollution or contamination

SECTION CONDITIONS

The following conditions apply to this Section

1) REINSTATEMENT

If any **Property Insured** by Section 1 is to be reinstated or replaced by **Us You** shall at **Your** own expense provide all such plans, documents, books, and information as may be required.

We shall not be bound to reinstate exactly but only as circumstances permit and in a sufficient manner and shall not in any case be bound to expend in respect of any one of the items insured more than its Sum Insured.

2) FLAT AND FELT ROOF

It is a condition under this Section in respect of Storm or Flood that any flat or felt roof shall be kept in a good state of repair and shall have been inspected at least annually by a qualified roofing contractor and any defects brought to light by that inspection shall be repaired immediately and evidence of this inspection kept and produced if required by **Us**.

In the event of a breach of these terms, **We** shall have no liability under this Section, unless **You** show that non-compliance with these terms could not have increased the risk of the loss which had actually occurred in the circumstances in which it occurred.

3) ELECTRICAL INSPECTION AND TESTING PROGRAMME CONDITION

It is a condition for any **Damage** to **Property Insured** resulting from fire or explosion that:

- a) the electrical installation at the **Premises** (or that portion of the **Premises** for which **You** are

responsible) must be periodically inspected and tested in accordance with I.S. 10101:2020 National Rules for Electrical Installations (as amended) - or as stipulated by **Us** - by an Approved Contractor, a **Competent Person** or a Registered Member appropriate for the type of installation

- b) on completion of such inspection and testing as required in a) above, a recognised Periodic Inspection Report for an Electrical Installation is to be requested by **You**, retained for at least 10 years and a copy provided to **Us** upon request
- c) all reported defects noted in any Periodic Inspection Report or guidance to **You** must be remedied promptly to prevent risk and danger and within a maximum of 60 days of the inspection and testing or as agreed with **Us** in writing. Where a defect poses an immediate or imminent threat to the person or the building, it must be rectified immediately by a qualified electrician or be put safely out of use until such rectification is completed. Such rectification works must be recorded, and form part of a new certificate and a report of the test should be completed by the **Competent Person** carrying out the test.
- d) periodic inspection and testing must be undertaken in accordance with the recommendations of the Periodic Inspection Report for an Electrical Installation or in the absence of any such recommended timescale on the Periodic Inspection Report, within ten years of the date of the last inspection.
- e) additional inspection and testing must be undertaken and all reported defects remedied in accordance with item c) above:
 - i) immediately following refurbishment or structural renovation work at the **Premises**
 - ii) immediately following any water damage affecting the **Premises**

A **Competent Person** shall mean a person, who having regard to the nature size and hazards of the electrical installation, possesses the requisite qualifications, training, experience and knowledge to safely undertake periodic inspection and testing, to evaluate test data, and to make informed decisions regarding the continued operation or serviceability of the installation, including any additional competencies required for specialist or high-risk systems.

In the event of breach of this term, **We** shall have no liability under this **Policy**, unless **You** show that non-compliance with this term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

4) SOLID FUEL STOVES & OPEN FIRES CONDITION

It is a condition of **Your Policy** that where there is use of solid fuel stoves or solid fuel open fires, all chimneys for solid fuels stoves, boilers and open fires are kept in a good state of repair and are professionally cleaned by a qualified chimney sweep at least once every 12 months prior to winter use.

5) COMPOSITE PANEL CONDITION

It is a condition of **Your Policy** in respect of any **Premises** which have composite panels to any degree:

- a) any damaged composite panels must be replaced or repaired without delay
- b) items such as battery chargers must not be suspended from composite panels
- c) a Hot Work permit system must be in operation
- d) all ductwork passing through composite panels must be sleeved in non combustible material
- e) all wiring passing through composite panels must be encased in metal conduit and sealed with rubber grommets

SECTION 2 | LOSS OF RENTAL INCOME

DEFINITIONS

The following Special Definitions apply to this Section and shall keep the same meaning wherever they appear in **bold** in the Section. They should also be read in conjunction with the General Definitions at the start of the **Policy**.

Indemnity Period

The period beginning with the occurrence of the **Damage** and ending not later than the **Maximum Indemnity Period** thereafter during which the **Rental Income** shall be affected in consequence thereof.

Maximum Indemnity Period

The period stated in the **Schedule**.

Rental Income

The money paid or payable to **You** by tenants for rental of the **Premises** and for the services provided in connection with the **Business** at the **Premises**.

Calculated Rent

- a) For occupied **Premises** or occupied parts of **Premises**. The amount of the actual annual rent at commencement of the **Period of Insurance** plus increases as a result of rent reviews known to be due during such **Period of Insurance**, proportionately increased when the **Maximum Indemnity Period** exceeds 12 months
- b) For **Premises** or parts of **Premises** that are **Unoccupied** for a period exceeding 30 consecutive days. A professional valuation, based upon leases expected to be signed or in course of negotiations and upon rent of similar **Premises** in the same locality, estimating, at commencement of the **Period of Insurance**, the amount of Rent to be payable during such **Period of Insurance** and during related subsequent **Periods of Insurance** when the **Maximum Indemnity Period** exceeds 12 months

Loss of Rent

The amount by which the **Rental Income** during the **Indemnity Period** falls short of the **Rental Income** which would have been received but for the **Damage**.

Increased Costs of Working

The additional expenditure incurred with **Our** consent for the sole purpose of avoiding or diminishing the **Loss of Rent** which but for that expenditure would have taken place during the **Indemnity Period**.

Re-letting Costs

The expenditure incurred, with **Our** consent, in consequence of **Damage** in re-letting the **Premises**, including legal fees or other charges incurred solely in consequence of such re-letting.

COVER

We will cover **You** in respect of **Loss of Rent** resulting from **Damage** at the **Premises** occurring during the **Period of Insurance** caused by the operation of a Specified Peril under Section 1 of the **Policy** unless otherwise stated in the **Schedule** provided that

- 1) payment shall have been made or liability admitted for the **Damage** under Section 1 - Property **Damage** or
- 2) payment would have been made or liability admitted under Section 1 - Property **Damage** but for the operation of an **Excess**

We will also cover **You** for **Increased Costs of Working** and **Re-letting Costs**.

BASIS OF SETTLEMENT & LIMIT OF INDEMNITY

The most **We** will pay in total under this Section for any combination of

Loss of Rent

Increased Costs of Working and

Re-letting Costs is the Sum Insured stated on the **Schedule** for this Section.

BASIS OF CLAIMS SETTLEMENT ADJUSTMENTS

We will not pay for

- 1) **Increased Costs of Working** exceeding the amount of **Loss of Rent** thereby avoided
- 2) legal fees or other charges payable by any new tenant acquired in re-letting **Premises** in consequence of **Damage**
- 3) any amounts saved during the **Indemnity Period** in respect of any of the charges and expenses of the **Business** payable out of **Rent** that may cease or be reduced

In calculating the amounts **We** will pay **You** as indemnity, adjustments shall be made in accordance with the following clauses.

1) UNDERINSURANCE

If the Sum Insured for **Rental Income** is less than the **Calculated Rent**, the amount payable by **Us** to **You** will be proportionately reduced.

2) CONTRIBUTION

If at the time of **Damage** resulting in a claim under this Section there is any other insurance effected by **You** or on **Your** behalf covering such loss or any part of it, **Our** liability under this Section shall be limited to **Our** rateable proportion of such loss.

SECTION EXTENSIONS

The Cover under this Section is extended to include loss resulting from the interruption or interference with the **Business** in consequence of loss, destruction, or **Damage** covered under the following Extensions provided that the liability for any one claim and in the **Period of Insurance** shall not exceed the Sum Insured shown in the **Schedule** for such Extension or the Limit stated therein.

1) ADDITIONAL INCREASE IN COST OF WORKING

We will pay for additional expenditure beyond that recoverable under the Basis of Settlement & Limit of Indemnity with **Our** consent as **You** shall incur during the **Indemnity Period** in consequence of **Damage** for the purpose of avoiding or diminishing the **Loss of Rent**.

The maximum **We** will pay under this Extension for any one claim is €10,000.

2) AUDITORS AND PROFESSIONAL ACCOUNTANTS AND LEGAL FEES

An allowance for auditors, professional accountants and solicitors charges for

- a) producing information **We** require for investigating any claim
- b) confirming the information is in accordance with **Your Business** books
- c) determining **Your** contractual rights under any rent cessor clause or insurance break clause contained in the lease may be included within the calculation of **Loss of Rent**

3) BUILDINGS AWAITING SALE

If at the time of **Damage** **You** have contracted to sell **Your** interest in the **Buildings** and the sale is cancelled or delayed solely due to the **Damage** **We** will pay at **Your** option either

- 1) the **Loss of Rent** receivable from the date of **Damage** until the **Buildings** would have been sold or the expiry of the **Indemnity Period** if earlier or
- 2) the loss in respect of interest from the date the **Buildings** would have been sold if the **Damage** had not occurred to the actual date of sale or the expiry of the **Indemnity Period** if earlier the loss in respect of interest being
 - a) the actual interest incurred on capital borrowed (solely to offset in whole or in part the loss of use of the sale proceeds) for the purpose of financing the **Business**
 - b) the investment interest lost to **You** on any balance of the sale proceeds (after deduction of any capital borrowed as provided for under paragraph a above)

less any amount of Rent Receivable. **We** will also pay additional expenditure being the expenditure incurred with **Our** prior written consent during the **Indemnity Period** following **Damage** solely to avoid or minimise the loss payable under a) and b) above.

4) CAPITAL ADDITIONS

We will cover **You** for **Loss of Rent**, **Increased Costs of Working** and **Re-letting Costs** in respect of

- a) any newly acquired **Premises** insofar as the same are not otherwise insured

- b) alterations, additions and improvements to the **Buildings** at the **Premises** but not in respect of any appreciation in value

within the Republic of Ireland.

The maximum **We** will pay in respect of any one location under this Extension is

- i) €100,000 in respect of **Loss of Rent** for one newly built and/or newly acquired **Premises**
- ii) €100,000 or 20% of the existing **Loss of Rent** Sum Insured whichever is lower in respect of alterations additions and Improvements to **Buildings** at the **Premises**

You undertake to give particulars of such Capital Additions as soon as practicable but at least within three months and specifically insure such Capital Additions with **Us** from the date **Our** liability commenced and pay the additional premium required.

5) DISEASE, MURDER AND DEFECTIVE SANITATION

We will cover **You** for closure of the **Premises** by Public Authorities following:

- a) the occurrence of the following diseases: Acute Encephalitis, Acute Poliomyelitis, Anthrax, Chickenpox, Cholera, Diphtheria, Dysentery, Legionellosis, Legionnaires Disease, Leprosy, Leptospirosis, Malaria, Measles, Meningococcal Infection, Mumps, Ophthalmia Neonatorum, Paratyphoid Fever, Bubonic Plague, Rabies, Rubella, Scarlet Fever, Smallpox, Tetanus, Tuberculosis, Typhoid Fever, Viral Hepatitis, Whooping Cough or Yellow Fever, at the **Premises**
- b) murder or suicide at the **Premises**
- c) food poisoning or drink poisoning at the **Premises**
- d) defective sanitary arrangements or vermin or pests other than the deliberate act of any supply undertaking to withhold the supply of water at the **Premises**

We will not cover **You** under this Extension in respect of

- i) costs incurred in cleaning, repair replacement recall or checking of property
- ii) losses arising from premises other than those directly affected by the occurrence
- iii) any other loss in respect of reduction in **Rental Income**

Our liability under this Extension shall only apply for the period beginning with the occurrence of the loss and ending no later than three months thereafter during which the results of the **Business** shall be affected in consequence of the closure. **Our** liability under this Extension will not exceed €50,000 in the aggregate in any one **Period of Insurance**.

6) LEGIONELLA

We will cover **You** in respect of reduction in **Rental Income**, for a maximum period of 3 months, as a result of any outbreak of legionellosis at the **Premises** causing restrictions on the use of the **Premises** on the order or advice of the competent authority, provided that **You** ensure that the **Premises** comply at all times with the National Guidelines for the Control of Legionellosis in Ireland 2009 or any supplementary replacement or amending Guidelines.

The maximum **We** will pay under this Extension for any one claim and in the aggregate for all claims in any one **Period of Insurance** is €100,000 unless otherwise stated in the **Schedule**.

7) LOSS OF ATTRACTION

We will cover **You** for a maximum period of 3 months for **Damage** to property in the immediate vicinity of the **Premises** causing a fall in the number of tenants attracted to the **Premises**, provided that for the purpose of this Extension **Damage** shall exclude obstruction of roads, streets and the like by weather or climatic conditions.

The maximum **We** will pay under this Extension for any one claim and in the aggregate for all claims in any one **Period of Insurance** is €100,000.

8) MANAGING AGENTS PREMISES

The insurance by each item on Rent Receivable is extended to include loss as insured by this Section resulting solely from **Damage** to **Buildings** or other property at any location within the **Territorial Limits** owned or occupied by **Your** managing agents for the purposes of their business in consequence of which the Rent Receivable by **You** is reduced.

The maximum **We** will pay under this Extension for any one claim shall not exceed 10% of the Sum Insured by the relevant item or €250,000 whichever is the less.

9) PAYMENTS ON ACCOUNT

We will make payments on account during the **Indemnity Period** if liability has been finally settled and determined, if **You** so request, subject to any adjustment at the end of the **Indemnity Period**.

10) PREVENTION OF ACCESS

We will cover **You** in respect of **Damage** to property in the vicinity of the **Premises** as a result of **Damage** caused by any of the **Specified Perils** insured under Section 1 of this **Policy** which prevents or hinders use of or access to the **Premises** whether the **Premises** have been damaged or not. **Our** liability under this Extension will not exceed €100,000 for any one loss.

11) PREVENTION OF ACCESS - NON DAMAGE

We will cover **You** where access to or use of the **Premises** is prevented or hindered by

- a) any action of government, relevant policing authority or of local authority due to an emergency which could endanger human life or neighbouring property
- b) any bomb scare at or in the vicinity of the **Premises**

We will not cover **You**

- i) where access to or use of the **Premises** is prevented or hindered for less than 4 hours
- ii) for any period when access or use to the **Premises** was not prevented or hindered
- iii) for closure or restriction in the access or use of the **Premises** due to the order or advice of the competent local authority as a result of an occurrence of an infectious disease (or the discovery of an organism resulting in or likely to result in the occurrence of an infectious disease) food poisoning defective drains or other sanitary arrangements
- iv) for closure or restriction to access or use of the **Premises** due to vermin

SPECIAL CONDITIONS

- 1) For the purpose of part (b) of this Extension, General Exception 2 - **Terrorism** does not apply
- 2) **The Maximum Indemnity Period** under this Extension shall not exceed 3 months

The maximum **We** will pay under this Extension for any one claim and in the aggregate for all claims in any one **Period of Insurance** is €100,000.

12) PUBLIC UTILITIES- WATER, GAS OR ELECTRICITY

In the event of accidental failure of **Your** public supply of electricity, gas or water at the terminal ends of **Your** suppliers' service feeders to the **Premises** **We** will cover **You** for any reduction in **Rental Income** resulting therefrom, however **We** will not cover **You** under this Extension in respect of

- a) accidental failure which lasts less than 4 hours
- b) a deliberate act of the supply undertaking unless for the sole purpose of safeguarding life or protecting any part of the supply undertaking system
- c) accidental failure caused by the exercise of any supply authority's power to withdraw or restrict supply or services
- d) any industrial action
- e) drought or other weather conditions unless equipment has been damaged
- f) **Premises** other than in Republic of Ireland

13) SEVENTY TWO HOURS CLAUSE

Damage occurring within 72 consecutive hours of and arising from the Specified Perils of storm or flood is deemed to be one claim for the purposes of this Section.

You have the right to select the moment from which the 72 hour period shall be deemed to have commenced within the terms of this Section provided that such **Damage** occurred prior to the expiry of the **Period of Insurance**.

14) TELECOMMUNICATIONS

In the event of accidental failure of the public supply of telecommunication services at the incoming line terminals or receivers at the **Premises** **We** will cover **You** in respect of any reduction in **Rental Income** resulting therefrom, however **We** will not cover **You** in respect of accidental failure

- a) lasting less than 24 consecutive hours
- b) caused by any industrial action or other deliberate act of the supply undertaking unless for the sole purpose of safeguarding life or protecting any part of the supply undertaking system
- c) caused by the exercise of any supply authority's power to withdraw or restrict supply or services
- d) caused by atmospheric or other weather conditions unless equipment has been damaged caused by those conditions

- e) other than in Republic of Ireland
- f) caused by failure of any satellite

15) VALUE ADDED TAX

To the extent that **You** are accountable to the tax authorities for Value Added Tax all terms in this Section shall be exclusive of such tax.

SECTION EXCEPTIONS

The following exceptions apply to this Section. **We** will not cover **You** under this Section for

1) POLLUTION AND CONTAMINATION

Damage, loss or destruction caused by or arising from pollution or contamination except (unless otherwise excluded) **Damage** caused by

- a) Pollution or contamination which itself results from a Specified Peril
- b) any of the Specified Perils which itself results from pollution or contamination

SECTION 3 | PROPERTY OWNERS LIABILITY

COVER

We will cover **You** against legal liability to pay compensation and **Claimant's Costs** in respect of accidental

- a) **Bodily Injury** to any person other than an **Employee**
- b) loss or **Damage** to tangible property
- c) obstruction, trespass, nuisance or interference with any right of way, air, light or water or other easement
- d) wrongful arrest, detention, imprisonment or eviction of any person or invasion of the right of privacy

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

We will also pay **Defence costs**.

LIMIT OF INDEMNITY

Our liability for all damages including **Costs and Expenses** payable as a result of any one event or series of events consequent upon one source or original cause shall not exceed the Limit of Indemnity stated in the **Schedule**.

SECTION EXTENSIONS

1) COMPENSATION FOR COURT ATTENDANCE

In the event of any of the under mentioned persons attending court as a witness at **Our** request in connection with a claim in respect of which **You** are entitled to cover under this Section **We** will provide compensation to **You** at the following rates per day for each day on which attendance is required

- a) any of **Your** directors or partners - €500
- b) any of **Your Employees** - €250

2) CONSUMER PROTECTION AND FOOD SAFETY ACTS - PROSECUTIONS

We will cover **You** and if **You** so request **Your** partners, directors or **Employees** in the terms of this Section in respect of **Defence Costs** in connection with any criminal proceedings or an appeal against conviction arising from such proceedings brought in respect of any offence under:

- a) Consumer Protection Legislation or
- b) Food Safety Legislation

committed or alleged to have been committed during the **Period of Insurance** in connection with the **Business** provided that **We** shall have the conduct and control of all the said proceedings and appeals.

We will not pay for

- a) fines or penalties of any kind
- b) proceedings or appeals in respect of any deliberate act or omission
- c) **Costs and Expenses** insured by any other policy

3) CROSS LIABILITIES

If more than one entity is referred to in the **Schedule** each entity so named shall be considered as a separate and distinct entity and the words **You/Your** shall be construed as applying to each separate entity in the same manner as if a separate policy had been issued to each one. Provided always that **Our** liability for all compensation and **Costs and Expenses** payable as a result of any one event or series of events consequent upon one source or original cause shall not exceed in the aggregate the Limit of Indemnity stated in the **Schedule**.

4) DATA PROTECTION ACT

We will cover **You** in respect of liability and **Defence Costs** arising under the Data Protection Act 2018 to pay compensation for **Damage** or distress provided that

- a) the process of registration under the above Act has been commenced or completed by **You** and the application has not been refused or withdrawn
- b) no liability arises as a result of **You** acting as a Data Processor.

We shall not be liable in respect of

- i) the recording or provision of data for reward or for determining the financial status of any person
- ii) any liability which arises as a result of **Your** deliberate act or omission and which could reasonably have been expected by **You** having regard to the nature and circumstances of such act or omission

Our total liability including all **Costs and Expenses** in this respect shall not exceed €250,000 during any one **Period of Insurance**.

For the purposes of this Extension the phrases or words 'Data Processor' and 'Data' shall carry the same meaning as defined under the Data Protection Act 2018.

5) HEALTH AND SAFETY AT WORK – PROSECUTION

We will indemnify **You** and if **You** so request any of **Your** partners, directors or **Employees** within the terms of this Section in respect of

- a) **Defence Costs**
- b) **Prosecution Costs**

in connection with criminal proceedings or an appeal against conviction arising from such proceedings brought in respect of any offence under the Safety, Health and Welfare at Work Act 2005 or Safety Health and Welfare at Work (General Applications) Regulations 2007, Health and Safety at Work Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978, the Regulatory Reform (Fire Safety) Order 2005, or other similar safety legislation, committed or alleged to have been committed by **You**, **Your** directors, partners or **Employees** during the **Period of Insurance** in connection with the **Business**.

Provided that

- i) the proceedings relate to the health, safety or welfare of any person other than, an **Employee**
- ii) **We** shall have the conduct and control of all the said proceedings and appeals
- iii) **We** will not pay for
 - a) Fines or penalties of any kind
 - b) **Proceedings** or appeals in respect of any deliberate act or omission
 - c) **Costs and Expenses** insured by any other insurance

6) INDEMNITY TO PRINCIPAL

We will at **Your** request cover any principal to the extent required by the contract between **You** and the principal in respect of liability arising from the performance of work by **You** for such principal, provided that

- a) **We** retain sole conduct and control of any claim
- b) the principal will observe, fulfil and be subject to the terms, conditions, Exceptions and limits of this **Policy** insofar as they can apply

7) LEASED OR RENTED PREMISES

Despite Section Exception 2 b. **We** will cover **You** in respect of legal liability for **Damage** to **Premises** leased or rented to **You** provided that this Extension shall not apply to

- a) liability arising under agreement unless legal liability would have attached to **You** in the absence of such agreement
- b) the first €500 in respect of any claim caused otherwise than by fire or explosion

8) LEGIONELLOSIS LIABILITY

Despite Section Exception 5 **We** will cover **You** in respect of legal liability for any discharge, release, or escape of Legionella or other air-borne pathogens from water tanks, water systems, air conditioning plants, cooling towers and the like.

Provided that

- a) **We** will only cover **You**
 - i) in respect of claims arising from pollution or contamination which arise out of or as a consequence of any discharge, release or escape of Legionella or other airborne pathogens from water tanks, water systems, air-conditioning plants, cooling towers and the like first made in writing to **Us** during the **Period of Insurance**, or
 - ii) if the first notification of a circumstance which has caused or is alleged to have caused **Bodily Injury** or **Damage** and can be reasonably expected to give rise to a claim arising from pollution or contamination which arises out of or as a consequence of any discharge, release or escape of Legionella or other air-borne pathogens from water tanks, water systems, air-conditioning plants, cooling towers and the like is notified to **Us** during the **Period of Insurance** or within 30 days after expiry of the same **Period of Insurance**

- b) This Extension shall not apply to any claim arising from pollution or contamination which arises out of or as a consequence of any discharge, release or escape of Legionella or other air-borne pathogens from water tanks, water systems, air-conditioning plants, cooling towers and the like if before the **Period of Insurance You** had become aware of circumstances which have given or may give rise to such pollution or contamination.

The maximum amount payable under this Extension including all **Costs and Expenses** as a result of any one event or series of events consequent upon one source or original cause shall not exceed €1,000,000.

9) MOTOR CONTINGENT LIABILITY

(Non- Owned)

We will cover **You** in respect of liability arising out of the use of any motor vehicle not belonging to or provided by **You** and being used in the course of the **Business** anywhere within the **Territorial Limits**

This section does not cover liability

- a) in respect of **Damage** to the vehicle or any property contained within it
- b) incurred by any party other than **You** or with **Your** consent by any person who does not hold a licence to drive such a vehicle
- c) which is insured or would but for the existence of this Section be insured under any other insurance

10) OVERSEAS PERSONAL LIABILITY

We will cover **You** and if **You** so request any of **Your** directors partners or **Employees** or spouse of such person normally resident within the **Territorial Limits** against legal liability incurred in the course of any journey or temporary visit to any other country made in connection with the **Business**

The indemnity will not apply

- a) to legal liability arising out of the ownership or occupation of land or **Buildings**
- b) in respect of which any person referred to above is entitled to indemnity under any other insurance

SECTION EXCEPTIONS

We will not cover **You** under this Section in respect of legal liability arising out of

- 1) **Bodily Injury** to any **Employee**.
- 2) **Damage** to
 - a) property belonging to **You**
 - b) property which is leased, let, rented, hired or lent to or which is the subject of a bailment to **You**
- 3) **Bodily Injury**, loss or **Damage** arising in connection with work **Offshore**
- 4) Fines, penalties, liquidated, punitive, exemplary or aggravated damages
- 5) **Damage** caused by pollution or contamination other than pollution or contamination caused by a sudden identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the **Period of Insurance**. The maximum **We** will pay as a result of one sudden incident or all such incidents happening during any one **Period of Insurance**, is €50,000
- 6) **Damage** caused by or in connection with or arising out of the ownership, possession or use by **You** or on **Your** behalf of any
 - a) aircraft, hovercraft or watercraft
 - b) mechanically-propelled vehicle or trailer attached thereto
- 7) Any professional advice, design, formula or specification provided by **You** or on **Your** behalf for a fee
- 8) Any Product which is incorporated in with **Your** specific knowledge or results in the grounding of any aircraft, aero-spatial or aerial device
- 9) All liability arising in the United States of America its territories and possessions Puerto Rico or Canada or arising out of any action or suit brought in a court of law within the jurisdiction of the United States of America its territories and possessions Puerto Rico or Canada or where such action or suit is brought in a court of law outside those countries to enforce a judgement therein whether by way of reciprocal agreement or otherwise
- 10) **Damage** to property in **Your** charge, custody or control other than
 - a) personal effects and vehicles of **Your** partners, directors, **Employees** or visitors
 - b) **Premises** (and their contents) not belonging, leased, rented or hired to **You** but temporarily in **Your** charge, custody or control for the purpose of carrying out work

- 11) **Asbestos** including but not limited to
 - a) exposure to
 - b) inhalation of
 - c) fears of the consequence of exposure to or inhalation of
 - d) the costs incurred by anyone in repairing, removing, replacing, rectifying, reinstating or managing (including those of any persons under any statutory duty to manage) any property arising out of the presence of **Asbestos**, including any product containing **Asbestos**
- 12) Any liability in respect of manual work performed by **You** or on **Your** behalf away from **Your Premises** other than collection or delivery
- 13) Liability arising from any car parks under **Your** control unless they are free from defects, well-lit and clearly display a disclaimer notice stating that the management cannot accept responsibility for loss or **Damage** of property or vehicles in the car park
- 14) The amount of any **Excess** specified in the **Schedule**

SECTION 4 | EMPLOYERS LIABILITY

COVER

We will cover **You** against legal liability to pay compensation and **Claimant's Costs** in respect of **Bodily Injury** sustained by any **Employee** caused during the **Period of Insurance** within the **Territorial Limits** and arising out of their employment

We will also pay **Defence Costs**.

LIMIT OF LIABILITY

Our liability for all compensation, and **Costs and Expenses** in respect of or arising out of any one event or all events of a series consequent on one original cause will not exceed the Limit of Indemnity stated in the **Policy Schedule**.

RIGHT OF RECOVERY

The cover provided under this Section is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to **Employees** in the Republic of Ireland.

You must repay to **Us** all sums paid by **Us** that **We** would not have been liable to pay but for the provisions of such law.

SECTION EXTENSIONS

1) COMPENSATION FOR COURT ATTENDANCE

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

- a) any of **Your** directors or partners €500
- b) any of **Your Employees** €250

2) HEALTH AND SAFETY AT WORK PROSECUTIONS

We will cover **You** and if **You** so request any of **Your** partners, directors or **Employees** within the terms of this Section in respect of

- a) **Defence Costs**
- b) **Prosecution Costs**

in connection with criminal proceedings or an appeal against conviction arising from such proceedings brought in respect of any offence under the Health and Safety at Work Act 1974 the Health and Safety at Work (Northern Ireland) Order 1978, the Regulatory Reform (Fire Safety) Order 2005, or other similar safety legislation, committed or alleged to have been committed by **You**, **Your** directors, partners or **Employees** during the **Period of Insurance** in connection with the **Business**.

Provided that

- i) The proceedings relate to the health, safety, or welfare of any **Employee**
- ii) **We** shall have the conduct and control of all the said proceedings and appeals

We will not pay for

- i) Fines or penalties of any kind
- ii) Proceedings or appeals in respect of any deliberate act or omission
- iii) **Costs and Expenses** insured by any other insurance policy

3) INDEMNITY TO PRINCIPAL

We will at **Your** request cover any principal to the extent required by the contract between **You** and the principal in respect of liability arising from the performance of work by **You** for such principal, provided that

- a) **We** retain sole conduct and control of any claim
- b) The principal will observe, fulfil and be subject to the terms, conditions, exceptions and limits of this **Policy** insofar as they can apply

4) UNSATISFIED COURT JUDGMENTS

Where a Judgement for damages has been obtained by any **Employee** or the legal personal representatives of any **Employee**:

- a) in respect of Injury sustained by the **Employee** arising out of and in the course of employment by **You** in the **Business** during the **Period of Insurance**; or
- b) against any company or individual, other than **You**, operating from or resident in premises within the Republic of Ireland and
- c) such Judgement remains unsatisfied in whole or in part six (6) months after the date of judgement

then at **Your** request **We** will pay to the **Employee** or the said legal personal representatives the amount of any such damages and any awarded costs to the extent that they remain unsatisfied.

Provided that:

- i) there is no appeal outstanding
- ii) if any payment is made by **Us** the **Employee** or the said legal personal representatives shall assign the Judgement to **Us**
- iii) the legal proceedings (in which the Judgement was obtained) were commenced during the **Period of Insurance** in order to receive such damages
- iv) **We** would have covered **Your** liability if the claim had been made under this Section
- v) **You** notified **Us** that the **Employee** intends to commence proceedings and **We** agree to provide cover in respect of those proceedings
- vi) the Judgement is made by any Court of Law in the Republic of Ireland or the European Union; and
- vii) **Our** liability for damages costs and expenses shall not exceed the amount stated as the Limit of Liability in the **Schedule**

SECTION EXCEPTIONS

1) WORK AWAY EXCLUSION

This Section does not cover liability arising out of manual work performed by **You** or on **Your** behalf away from **Your Premises** other than collection or delivery.

2) OFFSHORE

We shall not provide indemnity against liability in respect of **Bodily Injury** to any **Employee** arising **Offshore**.

3) ROAD TRAFFIC

Liability in respect of which compulsory insurance or security is required to be arranged by **You** under any Road Traffic Act or similar legislation.

4) ASBESTOS

We will not cover **You** under this Section in respect of legal liability arising out of **Asbestos** including but not limited to

- a) exposure to
- b) inhalation of
- c) fears of the consequence of exposure to or inhalation of
- d) the costs incurred by anyone in repairing, removing, replacing, rectifying, reinstating or

managing (including those of any persons under any statutory duty to manage) any property arising out of the presence of **Asbestos**, including any product containing **Asbestos**.

SECTION 5 | LEGAL EXPENSES

This insurance is administered by MIS Underwriting Ltd and underwritten by AmTrust International Underwriters DAC, Registered in Ireland. Company No. 169384 is authorised and regulated by the Central Bank of Ireland. Registered office: 6-8 College Green, Dublin 2, Ireland.

In the event of a valid claim under this insurance, **We** will appoint **Our** panel solicitors, or their agents, to handle **Your** case. **You** are not covered for any other legal representatives' fees unless court proceedings are issued or a conflict of interest arises.

Claims must be reported to **Us** within a reasonable period of the **Insured Incident**. Notification will only be deemed to have been made upon receipt by **Us** of a fully completed claim form accompanied with all requested supporting documentation. Failure to notify the claim within this time will invalidate the insurance.

The insurance covers **Advisers' Costs** up to the **Limit of Indemnity** where:-

- a) The **Insured Incident** takes place in the **Insured Period** and within the **Territorial Limits**
and
- b) The **Proceedings** take place in the **Territorial Limits**

DEFINITIONS

YOU/YOUR

The individual(s), company or companies or organisation(s) defined in the **Tenancy Agreement** as the 'Landlord' and shown in the insurance schedule as the policyholder, declared to and accepted by **Us** and for which the premium has been paid.

ADVISERS' COSTS

Reasonable legal fees incurred by the **Adviser** up to the hourly rate shown in **Our** fee scale ruling at the time the **Adviser** is instructed and disbursements essential to **Your** case. Legal costs shall be assessed on the standard basis and third party's costs shall be covered if awarded against **You** and paid on the standard basis of assessment.

PROCEEDINGS

The pursuit of civil legal cases for damages or injunctions and the defence of criminal prosecutions.

LIMIT OF INDEMNITY

The maximum payable in respect of an insured incident. Prosecution Defence for Employers and **Employees** €25,000 any one claim
Contract €25,000 any one claim
Debt Recovery €25,000 any one claim
Tax Disputes €25,000 any one claim
All other sections €50,000 any one claim.

INSURED INCIDENT

The incident or the first of a series of incidents which may lead to a claim under this insurance.

Only one Insured **Incident** shall be deemed to have arisen from all causes of action, incidents or events that are related by cause or time.

TERRITORIAL LIMITS

The United Kingdom and Republic of Ireland.

INSURED PERIOD

The period of insurance shown in the insurance schedule.

WE/US/OUR

MIS Underwriting Limited who administer claims under this insurance on behalf of the **Underwriters**.

ADVISER

Our panel solicitor, their agents or other appropriately qualified person, firm or company appointed by **Us** to act for **You**.

UNDERWRITERS

This insurance is administered by MIS Underwriting Ltd and underwritten by AmTrust International Underwriters DAC, Registered in Ireland. Company No. 169384 is authorised and regulated by the Central Bank of Ireland. Registered office: 6-8 College Green, Dublin 2, Ireland.

DEPOSIT

The sum of money collected from the **Tenant** in respect of a **Tenancy Agreement** to which it applies and held by **You** or **Your** agent as an indemnity for losses incurred by **You** arising from the **Tenant** failing to perform his obligations set out in the **Tenancy Agreement**. A minimum amount equal to one month's **Rent** must be retained as the **Deposit**.

DILAPIDATIONS INVENTORY

A full and detailed inventory of **Your** contents and their condition within the **Insured Property** which has been signed by the **Tenant**.

TENANCY AGREEMENT

A **Tenancy Agreement** between **You** and the **Tenant** in relation to the **Insured Property** which is:

- a) an Assured Shorthold **Tenancy Agreement** as defined within the Housing Act 1988 (as amended) or its equivalent outside of England and Wales but within the **Territorial Limits**, or
- b) a Company Residential Tenancy (Company Let) created after 28th February 1997 where the **Tenant** is a public limited company (plc) or limited company (Ltd) or its equivalent outside of England and Wales but within the **Territorial Limits** and the **Insured Property** is let purely for residential purposes of the **Tenant's** employees and their family, or
- c) a written common law residential tenancy agreement created after 28th February 1997 between individuals where the **Rent** is in excess of €100,000 per annum or its equivalent outside of England and Wales but within the **Territorial Limits**, and which is:
 - i) Appropriate for the tenancy; and
 - ii) Where relevant, signed and independently witnessed by **You**, the **Tenant(s)** and if required as a condition of the **Tenant Reference**, the **Guarantor**; and
 - iii) Free from any unreasonably restrictive covenants

If the **Tenancy Agreement** is for a commercial **Tenant** it must be compliant with the Landlord and Tenant Act 1954 (Part 2) or its equivalent outside of England and Wales.

The **Tenancy Agreement** must be for a fixed term of no more than 12 months.

TENANT

The occupier of the Insured Property named in the Tenancy Agreement as the Tenant who has received a Tenant Reference.

TENANT REFERENCE

A credit check against the **Tenant** and any **Guarantor** obtained from a licensed credit referencing company showing no District, Circuit or High Court Judgments, in the past three years and no outstanding District, Circuit or High Court Judgments, together with copies of two forms of identification, one of which must contain a photograph, and a written employers' reference on company letter headed paper confirming their permanent and current employment and that their gross monthly salary is at least a multiple of 2.5 of the **Tenant's Rent**. If all of the above are not available or in the case of student tenants or tenants receiving any income or housing related government benefit, a full **Tenant Reference** showing a Pass on the **Tenant** and **Guarantor** must be obtained from **Our** approved Tenant Referencing Company.

RENT

The monthly amount payable by the Tenant to **You** as set out in the **Tenancy Agreement**.

INSURED PROPERTY

The insured property shown in the Insurance schedule and declared to **Underwriters**.

GUARANTOR

The individual or organisation assigned to the **Tenancy Agreement** that has received a **Tenant Reference** and provided a financial guarantee of the **Tenant's** performance of his obligations under the **Tenancy Agreement**.

POLICY EXCESS

The amount that **You** are required to pay towards any claim.

- Tenant Eviction - non-residential only: €250
- Contract: €250
- Debt Recovery: €250
- All other sections: Nil

LEGAL HELPLINE

The service provided by **Our** panel solicitors on **Our** behalf which enables **You** to obtain advice on any matter which may give rise to a claim under this insurance.

REVENUE

The Office of the Revenue Commissioners in Ireland.

EMPLOYEE

Any person under a contract of service with **You** in connection with the business or its premises insured under this policy.

DIRECTOR

Your Director(s) including executive officers.

DATA PROTECTION LEGISLATION

The relevant **Data Protection Legislation** in force within the **Territorial Limits** where this cover applies at the time of the **Insured Event**.

COVER

TENANT EVICTION

What is insured

You are covered for **Advisers' Costs** to pursue eviction **Proceedings** against a **Tenant** or **Guarantor** to recover possession of the **Insured Property** where the **Tenant** fails to perform his obligations set out in the **Tenancy Agreement** relating to the rightful occupation of the **Insured Property**.

What is not insured:-

Claims

- Where **You** fail to provide evidence that **You** successfully completed a **Tenant Reference** on the **Tenant** (and **Guarantor** if required) prior to the start of the **Tenancy Agreement** or where the **Tenancy Agreement** started more than 31 days after the **Tenant Reference**
- Arising from or connected to **Your** performance of **Your** obligations under the **Tenancy Agreement**
- Where the amount in dispute in relation to a non-residential **Tenancy Agreement** falls within the Small Claims limit applicable at the date of the **Insured Incident**
- Arising from dilapidations unless the missing or damaged items were contained within a **Dilapidations Inventory**
- Falling within the jurisdiction of the Rent Assessment Committee, the Lands Tribunal or the Leasehold Valuation Tribunal or their equivalent outside of England and Wales but within the **Territorial Limits**
- Relating to the payment or non-payment of service charges
- Where the **Tenant** is not aged 18 years or over
- Where **You** have allowed the **Tenant** into possession of the **Insured Property** before the **Tenancy Agreement** has been signed by all parties, a **Tenant Reference** has been obtained, all necessary statutory pre-grant notices to the **Tenant** have been issued, the first month's **Rent** and the **Deposit** have been received in cash or cleared funds and the **Dilapidations Inventory** has been signed by the **Tenant**
- Where **You** have failed to keep full and up to date rental records or have allowed the **Tenancy Agreement** to be transferred to any other individual or organisation unless all other terms of the insurance have been complied with
- If **You** or **Your** agent gave any false or misleading information when **You** applied for the **Tenant Reference**

- Where the **Tenant** received a **Tenant Reference** subject to a **Guarantor** and the **Guarantor** was not correctly assigned to the **Tenancy Agreement**
- Where **You** are in breach of any rules, regulations or legislation relating to the **Deposit**
- In relation to dilapidations by the **Tenant** to the **Insured Property** or its contents where **You** have a policy of insurance that covers the dilapidations
- Relating to any occupant of the **Insured Property** over the age of 18, other than the **Tenant**
- Arising because a non-residential **Tenancy Agreement** is due to end or where the **Insured Incident** relates to the renewal of a non-residential **Tenancy Agreement**.
- Where **Advisers' Costs** have been incurred as a result of **Your** failure to follow the advice of the **Adviser** or arising from **Your** failure to take any action recommended by **Us** or the **Adviser** to recover possession of the **Insured Property** as promptly as possible

Disbursements incurred by the **Adviser** are not covered in relation to a non-residential **Tenancy Agreement** unless **We** have agreed to cover these at **Our** absolute discretion.

PROPERTY INFRINGEMENT

What is insured

Proceedings for nuisance or trespass against the person or organisation infringing **Your** legal rights in relation to the **Insured Property**.

The nuisance or trespass must have commenced at least 180 days after **You** first purchased this insurance.

What is not insured:-

Claims

- Arising from a dispute relating to a **Tenancy Agreement** or any other lease or licence to occupy property or land

CRIMINAL PROSECUTION

What is insured

You are covered for **Advisers' Costs** to defend **Proceedings** brought against **You** as a result of a prosecution in a court of criminal jurisdiction where **You** are charged for committing a criminal offence directly and solely arising from **Your** ownership of the **Insured Property**.

You must take all reasonable steps to comply with the Regulations and keep evidence of compliance.

What is not insured:-

Claims

- Arising from something **You** have done, knowing it to be wrongful or ignoring that possibility
- Non-payment of business rates or debts
- **Your** tax, VAT or PAYE contributions or returns

PROSECUTION DEFENCE FOR EMPLOYERS AND EMPLOYEES

What is insured:-

Advisers' Costs incurred by:

- You** arising from any act or omission - or alleged act or omission - which leads to **Your** prosecution in a court of criminal jurisdiction
- You** arising from appeals by **You** against the service of improvement and prohibition notices under Health and Safety legislation
- Your Employee** (including **Directors**), concerning any matter arising out of his or her duties as **Your Employee** arising from any act or omission, or alleged act or omission, which leads to the prosecution of **Your Employee** in a court of criminal jurisdiction

What is not insured:-

Claims

- Arising from deliberate discrimination by **You**, or an **Employee** (including **Directors**) amounting to an act of unlawful discrimination
- For criminal prosecutions brought under Health and Safety legislation
- For damages, compensation, interest, fines, costs or other penalties that **You** are ordered to pay by a court of criminal jurisdiction
- Arising from a motor prosecution
- Arising from **Your** prosecution alleging:
 - Intentional obstruction of a person in the execution of a warrant issued under the **Data Protection Legislation** by **You** or by an **Employee**
 - Arising from **Your**, or an **Employees** failure to give a person executing such a warrant the assistance they reasonably require for its execution
- Arising from prosecutions of **Employees** for matters which do not relate to their duties as **Your Employees**

CONTRACT

What is insured

Advisers' Costs arising from any dispute between **You** and a customer or supplier about a contract for the supply of goods or services entered into after the start of the first **Insured Period** and where the total amount in dispute, or the amount due to be paid at the time of the dispute, is at least €250 but no more than €5,000.

What is not insured:-

Claims

- For any **Insured Incident** which occurs within 90 days of the start of the first **Insured Period**
- For the recovery of a debt from a customer where the customer does not dispute that the money is owed to **You**
- For any dispute **You** may have as a landlord or a tenant in connection with a lease or licence or tenancy agreement
- For professional negligence
- For the defence of any matter which should be covered under a professional indemnity insurance
- Arising from the sale, lease, service, repair or test of a motor vehicle
- Arising from a dispute over a financial services product, including payments which may be due under an insurance policy
- Arising from a dispute with an **Employee** or former **Employee** arising from a contract of employment
- Arising from any licence or franchise agreements

DEBT RECOVERY

What is insured

Advisers' Costs incurred in order to recover money and interest due arising from a contract for the sale or supply of goods or services entered into after the start of the first **Insured Period** and where the total amount in dispute, or the amount due to be paid at the time of the dispute, is at least €250 but no more than €5,000.

What is not insured:-

Claims

- Occurring within 90 days of the start of the first **Insured Period**
- Relating to a lease or licence or tenancy agreement
- Arising from the purchase, sale, lease, service, repair or test of a Motor Vehicle

- Relating to a financial services product, including payments which may be due under an insurance policy
- Arising from a dispute over the purchase, sale, lease, provision, service or repair of computer hardware, software, systems or services
- For the recovery of any amount due which the other party disputes on the basis of a defence

TAX DISPUTES

What is insured

Advisers' Costs incurred by **You** and arising directly from:

a) Revenue Queries and Disputes

- A query by **Revenue** into **Your** corporation tax return following the issue of formal notification by **Revenue**
- Any challenge in writing by **Revenue** of the accuracy or completeness of returns submitted in accordance with the PAYE regulations following a compliance check or routine inspection undertaken by **Revenue** into the operation of PAYE
- An enquiry conducted into the employment status of **Your Employees** under the PAYE and/or Social Insurance Contributions Regulations

b) VAT Disputes

- A dispute following a compliance check or routine inspection undertaken by **Revenue** of **Your** VAT record-keeping
- An enquiry held relating to VAT evasion involving dishonesty or the liability of directors or any matters handled by the Investigations and Prosecutions Division of **Revenue** providing that at the culmination of such investigation it is proved that **You** were not found guilty of dishonesty, fraud or fraudulent intent

What is not insured:-

Claims

- Involving criminal proceedings or alleged fraudulent evasion of tax, and any case dealt with by any special office of **Revenue**
- Arising from or relating to attendance at a compliance and/or control review or routine inspection undertaken by **Revenue** (PAYE/Social Insurance Contributions and/or VAT)
- Where deliberate misstatements have been made in respect of accounts, returns or any other submissions made to the relevant authorities

- d) Where **You** have failed to give **Your** business status to the relevant authorities within a statutory period
- e) Which originate from any enquiry, investigation or dispute which existed before the first **Insured Period**
- f) Involving tax or National Insurance contributions avoidance schemes
- g) Which occurs during the first 60 days of the first **Insured Period**
- h) Where **You** have failed to maintain or submit accurate, truthful and up to date records, or where returns have not been submitted within statutory time limits or requirements
- i) Arising from a dispute as to whether an **Employee's** remuneration should fall under either PAYE or sub-contract rules
- j) In respect of any dispute arising under minimum wage or tax credit / relief legislation
- k) In any claim where the policyholder has adopted a tax avoidance scheme
- l) In respect of the preparation or rectification of self-assessment tax returns, accounts, end-of-year expenses and benefits forms, summaries of all deductions applied to **Employees** during the previous tax year, VAT returns or any other statutory returns or for any professional fees incurred for the routine presentation of **Your** affairs, including the reconciliation of annual accounts with VAT returns

PROFESSIONAL COSTS AND EXPENSES

- a) Incurred in dealing with technical or routine matters not connected with or arising out of an expression of dissatisfaction with **Your** affairs
- b) Incurred in dealing with any deficiencies in books, records, accounts or returns including the costs of repairing a return
- c) Arising after **You** receive a notice telling **You** that the enquiry has been completed
- d) Arising from or relating to a Tax Tribunal

CONDITIONS APPLICABLE TO TAX DISPUTES

- a) **You** must have maintained and must continue to maintain accurate, truthful and up to date records and make returns in accordance with statute and account conventions acceptable to **Revenue** and other agencies and have made all returns and payments except those which are disputed and provided information to these bodies where applicable
- b) **You** must contact the **Legal Helpline** as soon as possible after the **Insured Incident** and comply with the advice given
- c) **You** or the **Adviser** should notify **Us** by contacting the **Legal Helpline** as soon as possible if **You** receive any invitation by **Revenue** to make an offer in settlement
- d) In respect of **Revenue** enquiries, the **Adviser** must provide a copy of the **Revenue** notice of enquiry and a copy of the return giving rise to the enquiry

GENERAL EXCLUSIONS

1) THERE IS NO COVER:-

- Where the **Insured Incident** occurs within the first 90 days of the **Insured Period** where the **Tenancy Agreement** commenced before the **Insured Period** unless **You** had continuous previous insurance
- Where **Your** act, omission or delay prejudices **Your** or the **Underwriters'** position in connection with the **Proceedings** or prolongs the length of the claim
- Arising from a dispute between **You** and **Your** agent or mortgage lender
- Where the **Insured Incident** began to occur or had occurred before **You** purchased this insurance
- Where **You** should reasonably have realised when purchasing or renewing this insurance that a claim under this insurance might occur
- Where **Your** act or omission prejudices **Your** or the **Underwriters'** position in connection with the **Proceedings**
- Where **You** have breached a condition of this insurance
- Where **Advisers' Costs** have not been agreed in advance or are above those for which **We** have given **Our** prior written approval

- For any claim which is not submitted to **Us** within a reasonable period of the **Insured Incident** occurring
- For **Advisers' Costs** incurred in avoidable correspondence or which are recoverable from a court, tribunal or other party
- For damages, interest, fines or costs awarded in criminal courts
- For claims made by or against iSure, the **Underwriters**, the **Adviser** or **Us**
- For appeals without the prior written consent of **Us**
- Prior to the issue of court proceedings or unless a conflict of interest arises, for the costs of any legal representative other than those of the **Adviser**
- Where a reasonable estimate of **Your Advisers' Costs** of acting for **You** is more than the amount in dispute For claims made under this insurance which do not arise from and relate to **Your** normal business as a landlord
- For claims directly or indirectly caused by, contributed to or arising from patents, copyrights, trademarks, merchandise marks, service marks, registered designs, intellectual or artistic property, secrecy or confidentiality agreements and passing off

2) THERE IS NO COVER FOR ANY CLAIM ARISING FROM:

- Works undertaken or to be undertaken by or under the order of any government or public or local authority
- Planning law
- The construction of or structural alteration to buildings
- Defamation or malicious falsehood
- Divorce, matrimonial matters or proceedings including ancillary relief, parental responsibility and contact, or affiliation
- A dispute between persons insured under this policy
- An application for Judicial Review
- A novel point of law

3) PRIVACY OF CONTRACT

Subject to the extent that section 62 of the Civil Liability Act 1961 applies, a person who is not a party to this contract has no rights under it to enforce any term of this contract.

CONDITIONS

1) CANCELLATION

This cover is provided automatically as part of **Your** main insurance contract and cannot be cancelled in isolation. For details on how to cancel **Your** main insurance contract please contact **Your** insurance adviser.

We may cancel the insurance by giving 14 days' notice in writing to **You** at the address shown on the schedule, or alternative address provided by **You**. No refund of premium shall be made. This right to cancel will only be invoked in exceptional circumstances as a result of **You** behaving inappropriately, for example:

- Where **We** have a reasonable suspicion of fraud
- **You** use threatening or abusive behaviour or language or intimidation or bullying of **Our** staff or suppliers

2) CLAIMS

- You** must report claims as soon as reasonably possible after the **Insured Incident** by completing and submitting the claim form with all relevant information
- If **Rent** is overdue the **Tenant** and any **Guarantor** must be contacted within seven days to establish the reason for the default. If the **Rent** is not paid within a further seven days the **Tenant** and any **Guarantor** must be contacted again. If the **Tenant/ Guarantor** cannot be contacted, and it is lawful to do so, **You** or **Your** agent must serve notice of a requirement to undertake an inspection in accordance with **Your** rights within the **Tenancy Agreement** and visit the **Insured Property**. **You** should seek legal advice if **You** are unsure that such an inspection is lawful
- You** and **Your** agent must act promptly to gain vacant possession of the **Insured Property** and recover **Rent** arrears
- In the event of a claim **You** or **Your** agent must prepare a detailed schedule of dilapidations as soon as reasonably possible after the **Tenant** has vacated the **Insured Property**
- You** and/or **Your** agent must attend any court hearing in relation to an **Insured Incident** if requested to do so by **Us** or the **Adviser**. Failure to attend will result in all cover under this insurance being withdrawn with immediate effect and no further claim payments being made

- f) **We** may investigate the claim and take over and conduct the **Proceedings** in **Your** name. Subject to **Your** consent which shall not be unreasonably withheld **We** may reach a settlement of the **Proceedings**
- g) **We**, on behalf of **Underwriters** have the right under subrogation to pursue **Proceedings** against the **Tenant** or any **Guarantor** to recover **Advisers' Costs**
- h) **You** must supply at **Your** own expense all of the information which **We** reasonably require to decide whether a claim may be accepted. If Court **Proceedings** are required and **You** wish to nominate an alternative **Adviser** to act for **You**, **You** may do so. The **Adviser** must represent **You** in accordance with **Our** standard conditions of appointment available on request
- i) The **Adviser** will:-
 - i) Provide a detailed view of **Your** prospects of success including the prospects of enforcing any judgment obtained
 - ii) Keep **Us** fully advised of all developments and provide such information as **We** may require.
 - iii) Keep **Us** regularly advised of **Advisers' Costs** incurred
 - iv) Advise **Us** of any offers to settle and payments in to court. If contrary to **Our** advice such offers or payments are not accepted there shall be no further cover for **Advisers' Costs** unless **We** agree in **Our** absolute discretion to allow the case to proceed
 - v) Submit bills for assessment or certification by the appropriate body if requested by **Us**
 - vi) Attempt recovery of costs from third parties
- j) In the event of a dispute arising as to **Advisers' Costs** **We** may require **You** to change **Adviser**
- k) **Underwriters** shall only be liable for costs for work expressly authorised by **Us** in writing and undertaken while there are reasonable prospects of success
- l) **You** shall supply all information requested by the **Adviser** and **Us**
- m) **You** are liable for any **Advisers' Costs** if **You** withdraw from the **Proceedings** without **Our** prior consent. Any costs already paid by **Us** will be reimbursed by **You**
- n) Any monies recovered from the **Tenant** or **Guarantor** will be retained by **Us** to pay for any **Advisers' Costs** that have been paid by **Underwriters** under this insurance

3) OTHER INSURANCES

If any claim covered under this policy is also covered by another legal expenses policy, or would have been covered if this policy did not exist, **We** will only pay **Our** share of the claim even if the other insurer refuses the claim.

4) DISPUTES

Any dispute between **You** and **Us** may, where we both agree, be referred to an arbitrator who will be either a solicitor or a barrister. If the parties cannot agree on their choice of arbitrator the Law Society of Ireland may be asked to make a nomination. The arbitration will be binding and carried out under the relevant legislation. The costs of the arbitration will be at the discretion of the arbitrator.

5) PROSPECTS OF SUCCESS

At any time **We** may, but only when supported by independent legal advice, form the view that **You** do not have a more than 50% chance of winning the case and achieving a positive outcome. If so, **We** may decline support or any further support. Examples of a positive outcome are:

- a) Being able to recover the amount of money at stake
- b) Being able to enforce a judgement
- c) Being able to achieve an outcome which best serves **Your** interests

6) IRISH LAW

We propose that the contract is governed by Irish law. If there is any dispute as to which law applies it shall be Irish law.

7) LANGUAGE

The language for contractual terms and communication will be English.

HOW TO MAKE A CLAIM

Claims must be notified to the Claims Line within a reasonable period of the **Insured Incident**.

Delay in reporting **Your** claim may prejudice **Your** claim. There will be no cover under this policy if, as a result of a delay in reporting the claim **Our** position has been prejudiced.

This insurance only covers legal fees incurred by **Our** panel solicitor or their agents appointed by **Us** until court proceedings are issued. If court proceedings are issued or a conflict of interest arises, **You** may nominate another solicitor to act for **You**.

As soon as **You** have a legal problem that **You** may require assistance with under this insurance **You** should telephone the legal advice line.

In general terms, **You** are required to immediately notify **Us** of any potential claim or circumstances which may give rise to a claim. If **You** are in doubt whether a matter constitutes a notifiable claim or circumstance, **You** should contact the legal advice line for assistance.

If **Rent** is overdue the **Tenant** and any **Guarantor** must be contacted within seven days to establish the reason for the arrears. If the **Rent** is not paid within a further seven days the **Tenant** and any **Guarantor** must be contacted again. If the **Tenant** cannot be contacted, and it is lawful to do so, **You** or **Your** agent must serve notice of a requirement to undertake an inspection in accordance with **Your** obligations within the **Tenancy Agreement** and then visit the **Insured Property**. **You** or **Your** agent should seek legal advice if **You** are unsure that such an inspection is lawful.

Claims Line

You should telephone the **Legal Helpline** and a claim form will be sent out by e-mail, fax or post within 24-hours. The contact form is required to be completed and returned along with supporting documentation within five days of it being received.

To maintain an accurate record, **Your** telephone call may be recorded.

Contact forms can also be obtained from: -

www.misunderwriting.com

What happens next:

The claim will be assessed and if accepted and deemed appropriate, an Enquiry Agent will visit the **Tenant** and any **Guarantor**. If the Enquiry Agent is unable to reach an agreement with the **Tenant/ Guarantor** to remedy his failure to perform his

obligations under the **Tenancy Agreement**, **Our** panel solicitors or their agents will be appointed to act for **You**.

You or **Your** agent must give all information requested by **Us** or the **Adviser** within five days of receiving the request for that information.

You or **Your** agent must attend any court hearing if requested by the **Adviser**.

This claims procedure should be read in conjunction with the main terms and conditions of the insurance.

PRIVACY AND DATA PROTECTION NOTICE

Data Protection MIS Underwriting

Who we are

In this notice, 'we', 'us' and 'our' refers to MIS Underwriting Ltd. For full information concerning MIS Underwriting Ltd please visit www.misunderwriting.com **We** may record and monitor telephone calls for training, regulatory compliance, quality evaluation and verifications of information provided and received.

Our approach to Privacy

The privacy and security of your personal information is very important to us. **We** protect your information with security measures under the laws that apply. **We** keep our computers, files and buildings secure.

The information you provide MIS Underwriting Ltd

We may receive personal information about you, when you contact MIS Underwriting Ltd for example by doing either of the following:

- Reporting an incident involving your Home
- Reporting an incident involving your Vehicle

This Information may include:

Basic personal information such as your name, address, email address, telephone number, date of birth or age, gender and marital status, your car, your home, your household or your travel arrangements

Information about your other policies, Claims history, Claims data

Sensitive personal information such as criminal convictions, motoring offences and about your health (current state of health or existing conditions).

Personal information (including details of injuries) may be recorded on claims registers i.e Insurance Link, and shared with other insurers. **We** may search this register to detect and prevent fraud. For further information on Insurance Link <http://inslink.ie/>

How your data is used and shared by Insurers and Databases in relation to insurance

The data you provide will be used by us and shared with other insurers as well as certain statutory and other authorised bodies.

Security

We are committed to protecting the confidentiality and security of the information that you provide to us and we put in place appropriate technical, physical and organisational security measures to protect against any unauthorised access or damage to, or disclosure of loss of your information.

Insurance Administration

Your information may be used for the purposes of insurance administration by the insurer, its associated companies and agent and by re-insurers. It may be disclosed to regulatory bodies for the purposes of monitoring and/or enforcing the insurers compliance with regulatory rules/codes. **Your** information may also be used for offering renewal, research and statistical purposes and crime prevention.

Information may also be shared with other insurers either directly or via those acting for the insurer, such as Investigators or Loss Adjusters.

Update your information, request to erase your data, subject access request

If you wish to contact us regarding this notice you can contact us at: - Data Protection Officer, 14a Jocelyn Street, Dundalk, Co Louth, A91 XNY2. Telephone: 01 872 0179. Email - underwriting@misgroup.online - Please put your request in the subject line.

How to find what information we hold about you

You have the right to request a copy of all the personal information we hold about you in a Subject access request or to have their data deleted (exemptions may apply), or to have any inaccurate or misleading data corrected or deleted, or to restrict the processing of personal data. To do this simply write to us at the address above or contact us via email.

Complaints

You have the right to complain about how we treat your Personal Data and Sensitive Personal Data to the Data Protection Commission. The DPC can be contacted at <https://www.dataprotection.ie/en/contact/how-contact-us>. **We** are only allowed to keep your information if we need it for the reasons outlined above. **We** will keep it in line with the industry, regulatory and contractual requirements.

COMPLAINTS PROCEDURE

We aim to provide a premier service however we know sometimes things can go wrong. If your complaint was about the way your policy was sold to you please contact your insurance broker in the first instance.

Should you wish to make a complaint regarding your claim please contact:

Leesons Claims Services

68 Merrion Square South, Dublin 2, Ireland

Email: Claims.accelerant@isureunderwriting.ie

Tel: 01 5392890

Should you wish to make a complaint about the policy or the service we offer please contact:

iSure Underwriting

Unit 5 First Floor, Corlurgan **Business** Park, Corlurgan, Ballinagh Road, Cavan, H12 TW61

Email: complaints@isureunderwriting.ie

Tel: 01 696 0370

Our promise is:

- Acknowledge complaints promptly and confirm receipt of your complaint within 3 working days
- Investigate complaints quickly. Within 20 days you will receive a final response or an explanation as to why the complaint has not been resolved yet plus an indication of when you will receive a final response
- Within 40 days of us receiving your complaint, you will receive a final response or, if this is not possible, a reason for the delay plus an indication of when you will receive a final response
- Use information learned during the complaint to improve our complaints process

If you remain dissatisfied after your complaint has been considered, or you have not received a final decision within eight (8) weeks, you may be eligible to refer your complaint to the Financial Ombudsman bureau:

The Financial Services & Pensions Ombudsman

3rd Floor, Lincoln House
Lincoln Place
Dublin 2.

Tel: 01 5677000

Fax: 01 66208980

Email: info@fspo.ie

Website: www.fspo.ie

If you choose to pursue a complaint by referring it to the Financial Services & Pensions Ombudsman, you cannot pursue legal action about the same complaint.

Insurance Compensation Fund

The Insurance Compensation Fund (ICF) protects consumers of authorised non-life insurance companies that go into liquidation and are unable to pay insurance claims. These could be claims made by the policyholders or third parties. **You** may be entitled to compensation from the ICF if Accelerant Insurance Europe SA is unable to meet its obligations to you under this insurance.

If you were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of the insurance. Further information about the Scheme is available from the Central Bank of Ireland website: www.centralbank.ie/consumer-hub/explainers/what-compensation-schemes-protect-consumers-of-authorised-firms

SECTION 5: MIS UNDERWRITING LIMITED

Should **you** have a query or complaint regarding the administration or claims under the **Policy**, **you** should address your complaint to:

MIS Underwriting Ltd
14a Jocelyn Street
Dundalk
Co Louth
A91 XNY2

Tel: 01 872 0179

Email: underwriting@misgroup.online

MIS Underwriting Ltd will contact **You** within five business days of receiving the complaint to inform **You** of what action they are taking. MIS Underwriting Ltd will provide you with regular updates in writing on the progress of the complaint investigation, at intervals of not greater than 20 business days and will attempt to investigate and resolve your complaint within 40 business days of receipt. If it is not possible to resolve your complaint within 40 business days, we will provide you with a written explanation as to why the complaint cannot be resolved and indicate when it is expected that a final response can be made. Within 5 business days of the completion of our investigation we will issue you with our final response.

If you are dissatisfied with our final response or if your complaint has not been resolved within 40 business day you are entitled to refer your complaint to the:

Financial Services and Pensions Ombudsman,
Lincoln House, Lincoln Place, Dublin 2, D02 VH29

E-mail: info@fspo.ie web: www.fspo.ie

Telephone: + 353 1 567000

Please be aware that the Financial Services Ombudsman will only be able to consider your complaint after MIS Underwriting Ltd have had the opportunity to consider and resolve this.

AmTrust International Underwriters DAC are covered by the Financial Services Compensation Scheme (FSCS).

You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends upon the type of business and circumstances of the claim. Most insurance contracts are covered for 90% of the claim.

Further information is available from the Financial Conduct Authority or the FSCS. The FSCS can be visited on the internet at: www.fscs.org.uk or be contacted on 020 7892 7300.

This complaints procedure does not affect any legal right **You** have to take action against the **Insurer**.

You can check the above details on the Financial Conduct Authority Register by visiting the FCA website: www.fca.org.uk/register/ or by contacting the FCA on 0800 111 6768.

For any complaints made up after the date the Insurer transfers this insurance to another insurer authorised in the European Economic Area:

If **You** are unhappy with the service that has been provided, **You** should contact **Us** at the address below. **We** will always confirm to **You**, within five working days, that **We** have received **Your** complaint. Within 20 working days **You** will receive either a final response or an explanation of why the complaint has not been resolved plus an indication of when **You** will receive a final response. Within 40 working days **You** will receive a final response or, if this is not possible, a reason for the delay plus an indication of when **You** will receive a final response. After eight weeks, if **You** are unhappy with the delay, **You** may refer to the Financial Services and Pensions Ombudsman if **You** cannot settle **Your** complaint with **Us** or before **We** have investigated the complaint if both parties agree.

MIS Underwriting Limited

14a Jocelyn Street
Dundalk
Co Louth
A91 XNY2

Tel: 01 872 0179

Email: underwriting@misgroup.com

The Financial Services and Pensions Ombudsman contact details are:-

The Financial Services and Pensions Ombudsman

Lincoln House, Lincoln Pl,
Dublin 2, D02 VH29

Call: +353 1 567 7000

Email: info@fspo.ie

Website: www.fspo.ie; or
Insurance Ireland on (01) 676 1820

Authorisation Sections 1-4

Your policy is administered by iSure Underwriting and underwritten by Accelerant Insurance Europe SA, Bastion Tower, Level 20, Place du Champ de Mars 5, 1050 Brussels.

Accelerant Insurance Europe SA is a company registered in Belgium (Company number 0758.632.842) with registered office at Bastion Tower, Level 20, Place du Champ de Mars 5, 1050 Brussels.

Accelerant Insurance Europe SA is an insurance company authorised by the National Bank of Belgium and regulated by the Financial Services and Markets Authority (FSMA) (Ref. 3193).

Section 5

MIS Underwriting Limited is registered as an insurance intermediary to undertake insurance distribution under the European Union (Insurance Distribution) Regulations, 2018 (IDR) in respect of General Insurance, registration no: C190040.

You can check our status on the insurance distribution register by clicking here:

<http://registers.centralbank.ie/>

This insurance is administered by MIS Underwriting Ltd and underwritten by AmTrust International Underwriters DAC, Registered in Ireland. Company No. 169384 is authorised and regulated by the Central Bank of Ireland. Registered office: 6-8 College Green, Dublin 2, Ireland.

INVESTOR COMPENSATION SCHEME (ICS)

We are covered by the Investor Compensation Scheme (ICS). **You** may be entitled to compensation from the scheme if **We** cannot meet **Our** obligations. This depends on the type of **Business** and the circumstances of the claim.

You can get more information from the ICS or by visiting their website at

<https://www.investorcompensation.ie>

HOW WE USE YOUR PERSONAL INFORMATION

In this section “**We**”, “**Us**” and “**Our**” means Rokstone Insurance Europe Ltd.

We will process any personal information we obtain in the course of providing our services to you in accordance with all relevant data protection legislation and in line with our own Data Protection **Policy**. **We** are committed to ensuring that your privacy is protected and that you know how your data is used and what your rights are.

Rokstone Insurance Europe Ltd is the controller of your data for the purpose of the sale and administration of your contract of insurance and for the broking of any related finance arrangement. This means that we are the business that decides what your data is used for. If you have any questions about how we handle your data, you can contact our data protection representative at our registered address:

Data Protection Representative

Unit 5 First Floor,
Corlurgan **Business** Park,
Corlurgan, Ballinagh Road,
Cavan H12 TW61

Alternatively, you can email us at
data.protection@isureunderwriting.ie

Your Insurers are:

Accelerant Insurance Europe SA

Bastion Tower, Level 20,
Place du Champ de Mars 5,
1050 Brussels, Belgium

We will share your personal information with your Insurer. A full copy of Accelerant Insurance Europe SA's privacy policy is available upon request.

We will use **Your** personal information to arrange and manage **Your** insurance **Policy**, including handling underwriting and claims and issuing renewal documents and information to **You** or **Your** insurance broker. **We** will also use **Your** personal information to assess **Your** insurance application and provide information to credit reference agencies.

We may research, collect and use data about **You** from publicly available sources including social media and networking sites. **We** may use this data for the purposes set out in this notice, including fraud detection and prevention.

We may have to share **Your** personal information with other insurers, statutory bodies, regulatory authorities, **Our** business partners or agents providing services on **Our** behalf and other authorised bodies.

We will share your personal information with others:

- if **We** need to do this to manage **Your Policy** with **Us** including settling claims
- for underwriting purposes, such as assessing **Your** application
- and arranging **Your Policy**
- for management information purposes
- to prevent or detect crime, including fraud (see below)
- if **We** are required or permitted to do this by law for example, if
- **We** receive a legitimate request from the relevant policing authority or another authority; and/or
- if **You** have given **Us** permission

You can ask for further information about **Our** use of **Your** personal information. If **You** require such information, please write to the Data Protection Officer at the above address, or as set out in the Endorsement entitled Identity of Insurers shown in The **Schedule**.

PREVENTING AND DETECTING CRIME

We may use **Your** personal information to prevent crime. In order to prevent and detect crime **We** may:

- check **Your** personal information against **Our** own databases; share it with fraud prevention agencies. **Your** personal information will be checked with and recorded by a fraud prevention agency. Other companies within the financial services industry may also search such fraud prevention agencies when **You** make an application to them for financial products (including credit, savings, insurance, stockbroking or money transmission services). If such companies suspect fraud, **We** will share **Your** relevant personal information with them. The information **We** share may be used by those companies when making decisions about **You**. **You** can find out which fraud prevention agencies are used by **Us** by writing to **Our** Data Protection Officer; and/or
- share it with operators of registers available to the insurance industry to check information and prevent fraud. These include the Claims and Underwriting Exchange Register administered by Insurance Database Services Ltd. **We** may pass information relating to **Your** insurance **Policy** and any incident (such as an accident, theft or loss) to the operators of these registers, their agents and suppliers

DEALING WITH OTHERS ON YOUR BEHALF

To help **You** manage **Your** insurance **Policy**, subject to answering security questions, **We** will deal with **You** or **Your** husband, wife or partner or any other person whom **We** reasonably believe to be acting for **You** if they call **Us** on **Your** behalf in connection with **Your Policy** or a claim relating to **Your Policy**. For **Your** protection only **You** can cancel **Your Policy** or change the contact address.

MARKETING

We may use **Your** personal information and information about **Your** use of **Our** products and services to carry out research and analysis.

We will only use **Your** personal information to market **Our** products and services to **You** if **You** agree to this.

MONITORING AND RECORDING

We may record or monitor calls for training purposes, to improve the quality of **Our** service and to prevent and detect fraud. **We** may also use CCTV recording equipment in and around **Our** premises.

It is understood by **You** that any information provided to **Us** regarding **You** will be processed by **Us** for the purposes of providing insurance, handling any claims and any other related purpose and which may require providing such information to third parties (including **Our** group companies). As a result **We** may transfer **Your** personal information to a destination outside the European Economic Area (“EEA”) but we will always take the necessary steps to ensure that **Your** information is treated securely and in accordance with this privacy policy.

FURTHER INFORMATION

You are entitled to receive a copy of any of **Your** personal information **We** hold. If **You** would like to receive a copy, or if **You** would like further information on, or wish to complain about, the way that **We** use **Your** personal information, please write to the Data Protection Officer at the Registered office address stated above.

If **We** change the way that **We** use **Your** personal information, **We** will write to **You** to let **You** know. If **You** do not agree to that change in use, **You** must let **Us** know as soon as possible by writing to **Us** at the address referred to above.

You have the right to complain to the Data Protection Commission at any time if **You** object to the way **We** use **Your** personal information. For more information please go to www.dataprotection.ie



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