Sports Club Commercial Combined Policy Wording

Stamp Duties Consolidation Act, 1999
The appropriate Stamp Duty has beenor will be paid by the Insurer to the Revenue Commissioners in accordance with the provisions of Section 5 of the Stamp Duties Consolidation Act, 1999, as amended.

AIG Europe S.A. is authorised by the Luxembourg Ministère des Finances and supervised by the Commissariat aux Assurances, and is regulated by the Central Bank of Ireland for conduct of business rules.

General Definitions Applicable to the entire Policy

The following Definitions apply to all Sections of the Policy. Additional Definitions specific to each Section are set out therein.

Business
Means the Insured's business set out in the Schedule and/or as amended in individual Sections of the Policy.

Consumer
"Consumer" means a Consumer as defined in the Consumer Insurance Contracts Act 2019, as amended.

Continuing Restrictive Condition
Means any Policy term or condition, however expressed, (including where expressed as a condition precedent) that requires the the Insured to do (or not to do) something, or to act (or not to act) in a particular manner. This includes any term imposing a condition that a given set of circumstances must exist (or not exist) or must be maintained.

Insured
Means the party referred to as such in the Schedule and/or as amended in individual Sections of the Policy.

Insurer
Means AIG Europe S.A..

Period of Insurance
Means the period set out in the Schedule.

Premises
Means the locations referred to in the Schedule.

Territorial Limits
Means The Republic of Ireland, Great Britain, Northern Ireland, Isle of Man and the Channel Islands and/or as amended in individual Sections of the Policy.

Completed Application Form is a precise record of the answers the Insured provided to each of the specific questions asked by the Insurer at the pre-contractual stage of a contract of insurance. This includes the answers and/or information to any prior application form or Statement of Fact supplied to the insurer which was previously completed and provided by the Insured. The Insured must answer all of the questions on the completed application form honestly and with reasonable care, failure to do so may be regarded as a Misrepresentation.

Misrepresentation
Means any innocent, negligent or fraudulent answer(s) provided by the Insured to any question on the Completed Application Form.

Statement of Fact
Means a precise record of the information previously supplied to the Insurer by the insurance broker on behalf of the Insured and which information the Insurer will continue to rely upon and form the basis of the contract of insurance along with the information provided by Insured in the Completed Application Form.

SECTION 1

Material Damage ("All Risks")

Insuring Agreement

In the event of Damage to the Property Insured (or any part thereof) by an Insured Event, the Insurer will by payment or at its option by reinstatement or repair indemnify the Insured for such Damage. The sums insured under this Section, except those applying wholly or in part to stock in trade and merchandise if insured, include costs and expenses (other than where the costs and expenses arise from pollution or contamination of the Property Insured) necessarily incurred by the Insured with the consent of the Insurer in:

1. removing debris from the site of such property Damaged and the area immediately adjacent to such site;
2. dismantling and/or demolishing;
3. shoring up or propping;
4. the clearing of drains and sewers

up to an amount not exceeding 10% of the sum insured.

Definitions applicable to Section 1 – Material Damage ("All Risks")

The following Definitions apply to this Section in addition to the General Definitions applicable to the entire Policy.

1. **All Other Contents** means:
   (a) documents, manuscripts, plans, designs and business books but only for the value of the materials as stationery together with the cost of clerical labour expended in writing up and not for the value to the Insured of the information contained therein;
   (b) patterns, models and moulds, for an amount not exceeding €7,500 in respect of any one Insured Event;
   (c) computer systems records but only for the value of the materials together with the cost of clerical labour and computer time expended in reproducing such records (excluding any expenses in connection with the production of information to be recorded therein) and not for the value to the Insured of the information contained therein, for an amount not exceeding €7,500 in respect of any one Insured Event;
   (d) computer systems records, deeds and other documents (including stamps thereon), manuscripts, plans and writings of every description and books (written and printed) whilst temporarily removed to any premises not in the Insured's occupation and whilst in transit by road, rail or inland waterway all in the Republic of Ireland and United Kingdom for an amount not exceeding €4,000 in respect of any one Insured Event;
   (e) so far as they are not otherwise insured, directors', partners', employees', visitors' and customers' pedal cycles, tools, instruments and other personal effects, for an amount not exceeding €1,400 in respect of each person.
2. **Damage** means physical loss or destruction of, or damage to, tangible property (and Damaged shall be construed accordingly).
3. **Deductibles** means the amounts stated in the Schedule that this Section does not cover in respect of each and every loss as ascertained after the application of all other terms and conditions of the Policy including any condition of Average.
   It is warranted that the Insured shall not effect insurance in respect of the amounts of the Deductibles stated in the Schedule.
4. **Insured Event** means any accidental physical cause not otherwise excluded occurring during the Period of Insurance, at the Premises or as otherwise provided for by Endorsement.
5. **Money** means Negotiable Money and Non-negotiable Money. Negotiable Money means cash, bank, and currency notes, coins, uncrossed cheques, uncrossed traveller's cheques, uncrossed Giro cheques, uncrossed postal orders, uncrossed money orders, bankers' drafts, Giro drafts, current postage stamps, unattached National Savings and Holidays with Pay stamps, luncheon vouchers, trading stamps, gift tokens, consumer redemption vouchers, travel tickets and warrants for use by directors, partners or employees and voucher securities for money, stocks, shares and bonds.
   Non-negotiable Money means crossed cheques, crossed Giro cheques, crossed postal orders, crossed money orders, crossed bankers' drafts, crossed Giro drafts, unexpired units in franking machines, stamped National Insurance cards, National Savings certificates, Prize Bonds, credit card sales vouchers and VAT purchase invoices.
6. **Property Insured** means the real and personal property described in the Schedule unless excluded.

Exclusions applicable to Section 1 – Material Damage ("All Risks")

The following Exclusions apply to this Section in addition to the General Exclusions applicable to the entire Policy.
The Insurer shall not be liable under this Section to make any payment in respect of:

1. consequential loss of any kind or description.
2. Damage:
   - (a) to fences and gates and loose or moveable property stored in the open by theft, malicious damage or any weather condition (other than lightning) or dust, and to stock in the open other than as a result of fire, lightning, aircraft and/or explosion;
   - (b) to vehicles licensed for road use (including accessories), caravans, trailers, railway locomotives and/or rolling stock, watercraft or aircraft other than mechanically propelled plant whilst at the Premises;
   - (c) to any part of the Property Insured which is being worked upon directly resulting therefrom or caused by any testing, repairing, adjusting, servicing or maintenance operation save as specifically covered by the Equipment Breakdown Extension. This Exclusion shall not apply to resulting loss or damage to other Property Insured;
   - (d) to livestock or growing crops;
   - (e) to jewellery, precious stones, precious metals, bullion, furs, curiosities or rare books unless specifically mentioned as insured by this Section;
   - (f) to land, excavations, piers and jetties, bridges, culverts, roads or pavements;
   - (g) to property or structures in the course of construction, erection or installation;
   - (h) to any portion of electrical apparatus or electrical installation directly caused by a leakage of electricity or excessive pressure therein or by its own short- circuiting or over-running, other than destruction or damage by fire resulting from such causes, save as specifically covered by the Equipment Breakdown Extension;
   - (i) caused by pollution or contamination but this shall not exclude destruction of or damage to the Property Insured, not otherwise excluded, caused by:
     - i. pollution or contamination which itself results from a peril hereby insured against;
     - ii. any peril hereby insured against which itself results from pollution or contamination;
   - (j) to property in transit (save as specifically covered by any extension to this Section);
   - (k) to Money as herein defined (save as specifically covered by any extension to this Section).
3. Damage caused by:
   - (a) infidelity or dishonesty of the Insured or any of his employees, agents or other persons to whom Property Insured hereunder may be entrusted (except loss of Money discovered within 7 days if covered under any Money Extension herein) nor Damage resulting from the Insured voluntarily parting with title or possession of any property if induced to do so by any fraudulent scheme, trick, device or false pretence, nor any unexplained loss, mysterious disappearance or loss or shortage disclosed on taking inventory;
   - (b) misfiling or misplacing of information;
   - (c) explosion occasioned by the bursting:
   - (i) in respect of Section 1 – of a boiler (not being a boiler used for domestic purposes only), economiser or other vessel, machine or apparatus;
   - (ii) in respect of Section 2 – of any vessel, machine or apparatus (not being a boiler or economiser on the Premises)in which internal pressure is due to steam only and belonging to or under the control of the Insured, save as specifically covered by the Equipment Breakdown Extension; unless Damage by an event not otherwise excluded ensues and then the Insurer shall be liable only for such ensuing Damage;
   - (d) (i) collapse or cracking of buildings or other structure;
     - (ii) delay, loss of market, gradual deterioration, inherent vice, latent defect, insects of any kind, vermin, marring and scratching, ordinary wear and tear, dampness or dryness of atmosphere, extremes or changes of temperature or humidity, smog, shrinkage, evaporation, loss of weight, rust, wet or dry rot, corrosion, change in colour or texture or flavour or finish but this shall not exclude Damage if resulting from an event which is not otherwise excluded;
   - (e) magnetic or electrical injury or disturbance to data processing media or erasure or disturbance of electronic records or distortion or corruption of information on computer systems or other records, programmes or software save as specifically covered by the Equipment Breakdown Extension;
   - (f) enforcement of any ordinance or law regulating the construction, repair or demolition of the Property Insured except as provided for in the European Union and Public Authorities condition attached hereto;

(g) water or other fluids causing damage to stock if such stock is not on racks, shelves, pallets and/or stillage at least six inches above floor level;

(h) cracking, fracturing, collapse or overheating of boilers, economisers, vessels, tubes and pipes, nipple leakage and/or failure of welds of boilers, save as specifically covered by the Equipment Breakdown Extension;

(i) bursting, overflowing, discharging or leaking of water tanks, apparatus or pipes (unless the water be turned off at the mains) and malicious damage when the Premises are empty or not in use for a period of more than 15 days;

(j) (i) faulty or defective design, materials, workmanship or errors or omission in processing or operation;

(ii) mechanical or machinery breakdown or electronic or electrical breakdown or derangement save as specifically covered by the Equipment Breakdown Extension;

(iii) interruption of the power or other utility service supplied to the Premises if such interruption occurs away from the Premises, save as specifically covered by the Equipment Breakdown Extension unless Damage by an event not otherwise excluded by this Exclusion 3. **(k)** ensues and then the Insurer shall be liable only for such ensuing Damage;

(k) changes in the water table level and caused solely by such changes;

(l) subsidence, landslip or heave;

(m) normal settlement or bedding down of new structures, cracking, shrinkage or expansion of pavements, foundations, walls, floors or ceilings;

(n) theft other than theft involving entry to or exit from the Premises by forcible and violent means or attempt thereat, except:

(i) to property as covered under any Money, Specified Items "All Risks", or Goods in Transit extensions herein;

(ii) in consequence of assault and / or violence or any threat thereof.

4. Damage caused by storm, tempest, flood, burst pipes or malicious acts whenever the Premises is not in normal occupation for a period of more than 15 days.

5. property more specifically insured.

Conditions applicable to Section 1 – Material Damage ("All Risks")

The following Conditions apply to this Section in addition to the General Conditions applicable to the entire Policy. The titles of these paragraphs are for convenience only and do not lend any meaning to this contract.

1. **Notice**
Immediate notice shall be given by the Insured to the Insurer when any buildings forming part of the Property Insured become unoccupied or when an unoccupied building or portion thereof is again occupied.

2. **Professional Fees**
The Insurer will meet legal and other professional fees reasonably and necessarily incurred in connection with the reinstatement of buildings, machinery and plant insured hereby consequent on Damage by an Insured Event for an amount not exceeding 12.5% of the relevant sum insured and not in addition to the sum insured, but not those costs incurred in connection with the making of any claim under this insurance. It is understood that the amount payable for such fees shall not exceed those authorised under the scale of charges of the respective Professional Bodies at the time of such Damage.

3. **Average**
The sums insured as stated in the Schedule are each separately subject to the following condition of Average: If such sum shall at the commencement of any Damage be less than the total value of the Property Insured covered within such sum insured, the amount payable by the Insurer in respect of such Damage shall be proportionately reduced.

4. **Reinstatement**
Applicable to any items on Buildings and Machinery hereon.
It is hereby agreed that in the event of the Property Insured sustaining Damage the basis upon which the amount payable under (each of the said items of) this Section is to be calculated shall be the reinstatement value of the property sustaining Damage, subject to the following Special Provisions and subject also to the terms applicable to this Section except insofar as the same may be varied hereby.
For the purposes of the insurance under this Condition "reinstatement" shall mean the carrying out of the after mentioned work, namely:

(a) where property is lost or destroyed, the rebuilding of the property, if a building or, in the case of other property, its replacement by similar property, in either case in a condition equal to but not better or more extensive than its condition when new;

(b) where property is damaged, the repair of the damage and the restoration of the damaged portion of the property to a condition substantially the same as but not better or more extensive than its condition when new.

Special Provisions

(i) The work of reinstatement (which may be carried out upon another site and in any manner suitable to the requirements of the Insured subject to the liability of the

Insurer not being thereby increased) must be commenced and carried out with reasonable dispatch otherwise no payment beyond the amount which would have been payable under this Section if this Condition had not been incorporated therein shall be made.

(ii) When any Property Insured under this Condition sustains Damage in part only the liability of the Insurer shall not exceed the sum representing the cost which the Insurer could have been called upon to apply for reinstatement if such property had been wholly destroyed.

(iii) No payment beyond the amount which would have been payable under this Section if this Condition had not been incorporated therein shall be made until the cost of reinstatement shall have been actually incurred.

(iv) Each item insured under this Condition is declared to be separately subject to the following condition of Average, namely: If at the time of reinstatement the sum representing eighty-five per cent of the costs which would have been incurred in reinstatement if the whole of the property by such item had been destroyed exceeds the sum insured thereon at the commencement of any Damage to such property then the Insured shall be considered as being their own insurer for the difference between the sum insured and the sum representing the cost of reinstatement of the whole of the property and shall bear a rateable proportion of the loss accordingly.

(v) No payment beyond the amount which would have been payable under this Section if this Condition had not been incorporated therein shall be made if at the time of any Damage to any Property Insured thereunder such property shall be covered by any other insurance effected by or on behalf of the Insured which is not upon the identical basis of reinstatement as set forth herein.

(vi) Where by reason of the above Special Provisions no payment is to be made beyond the amount which would have been payable under this Section if this Condition had not been incorporated therein the rights and liabilities of the Insurer and the Insured in respect of the Damage shall be subject to the terms and conditions of this Policy, including any condition of Average therein, as if this Condition had not been incorporated therein.

5. **European Union and Public Authorities**

Applicable to any items on Buildings or Machinery hereon.

The insurance by this Section extends to include such additional cost of reinstatement of the Property Insured which has sustained Damage as may be incurred solely by reason of the necessity to comply with the Stipulations of:

(1) European Union Legislation; or

(2) Building or other Regulations under or framed in pursuance of any Act or Bye-Laws of any Public Authority hereinafter referred to as the "Stipulations" in respect of the Damage to the Property Insured excluding:

(a) the cost incurred in complying with the Stipulations:

(i) in respect of Damage occurring prior to the granting of this Extension;

(ii) in respect of Damage not insured by this Section;

(iii) under which notice has been served upon the Insured prior to the happening of the Damage;

(iv) for which there is an existing requirement which has to be implemented within a given period;

(v) in respect of property which has not sustained Damage or portions of the property which have not sustained Damage, other than foundations (unless foundations are specifically excluded from the insurance by this Section) of that portion of the property which has sustained Damage;

(b) the additional cost that would have been required to make good the property which has sustained Damage to a condition equal to its condition when new had the necessity to comply with any of the Stipulations not arisen;

(c) the amount of any charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner thereof by reason of compliance with the Stipulations.

Special Conditions

(i) The work of reinstatement must be commenced and carried out without unreasonable delay and in any case must be completed within twelve months after the Damage or within such further time as the Insurer may in writing allow (during the said twelve months) and may be carried out upon another site (if the Stipulations so necessitate) subject to the liability of the Insurer under this Extension not being thereby increased.

(ii) If the liability of the Insurer under this Section, apart from this Extension, shall be reduced by the application of any of the terms of the Policy the liability of the Insurer 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 the sum insured thereby.

(iv) All the conditions of the Policy, except insofar as they may be hereby expressly varied, shall apply as if they had been incorporated herein.

6. **Disclosure of Interest**
The nature and extent of any interest of a party supplying property to the Insured under a hiring, leasing or similar agreement shall be disclosed in the event of Damage.

7. **Non-invalidation**
This insurance shall not be invalidated by reason of anything being done or omitted to be done in respect of any portion of the Premises not occupied by the Insured, whether constituting an increase in risk or not, provided that the Insured immediately they become aware thereof shall inform the Insurer and pay such reasonable additional premium as the Insurer may require.

8. **Tenants' Improvements**
The insurance by each item covering contents, other than those applying to stock and materials in trade, is understood to include tenants' alterations and improvements to landlord's property for which the Insured is responsible.

9. **Fire Extinguishing Expenses**
This Section will provide cover for the cost of replenishment and restitution of fire extinguishing appliances and fire detection equipment in whole or in part used in the process of minimising Damage incurred hereby.

10. **Automatic Reinstatement of Loss**
The sums insured hereby (excluding those in respect of stock) shall be automatically reinstated following Damage by an Insured Event upon the Insured paying an appropriate additional premium provided that the Insurer may exercise its option under General Condition 1 (Cancellation).

11. **Keys & Locks**
The Insurer will pay all costs reasonably incurred by the Insured in the repair or replacement of mechanical door locks following theft of keys or entry swipe cards from etc from the Premises or from the home of the Insured or any authorised employee or following threat of or actual assault or violence to the Insured or any authorised employee, provided that the liability of the Insurer in this respect shall not exceed €10,000 for any one Insured Event.

12. **Metered Water**
This Section covers the costs for which the Insured is responsible in respect of loss of metered water provided that the Insured maintains a record of readings from the water authority meter at intervals of not more than 7 days. The amount payable in respect of any one Premises is limited to such excess water charges demanded by the water authority and resulting from the accidental escape of water from pipes, apparatus or tanks in consequence of an Insured Event and shall in no case exceed €30,000.

13. **Workmen**
Workmen may be contracted for the purpose of minor extensions or alterations, installations, maintenance and the like without affecting this Section.

14. **Temporary Removal - Cleaning**
Subject to the following provisions, the Property Insured by this Section (other than stock and materials in trade or merchandise if insured hereby) is covered whilst temporarily removed for cleaning, renovation, repair or other similar purposes elsewhere on the same or to any other premises and in transit thereto and therefrom by road, rail or inland waterway in The Republic of Ireland, Great Britain and Northern Ireland. The amount recoverable under this extension in respect of each item of the Schedule shall not exceed the amount which would have been recoverable had the loss occurred in that part of the Premises from which the property is temporarily removed, nor, in respect of any loss occurring elsewhere than at the said Premises, 10 per cent of the sum insured by the item after deducting therefrom the value of any building (exclusive of fixtures and fittings) and stock and materials in trade insured thereby or €15,000, whichever is the less. This extension does not apply to property if and so far as it is otherwise insured nor, as regards losses occurring elsewhere than at the Premises from which the property is temporarily removed, to:
(a) motor vehicles and motor chassis licensed for normal road use;
(b) property held by the Insured in trust, other than machinery and plant.

15. **Accidental Damage to Glass**
In the event of accidental Damage to fixed glass at the Premises for which the Insured is responsible the Insurer will indemnify the Insured in respect of the cost of:
(a) replacement of such glass with glass of a similar quality or as otherwise recommended by the current Standard Code of Practice;
(b) temporary boarding up necessarily incurred through breakage of the glass;
(c) Damage to frames and framework of any description, the cost of silvering, embossing, lettering, bending or ornamenting glass and the cost of removing or replacing any stock or contents which may have to be removed to replace the glass up to a limit of €1,000 in respect of any one Insured Event.

The Insurer will not make any payment for accidental Damage:
(i) to cracked or scratched glass;
(ii) resulting from repairs or alterations to the Premises or whilst the Premises are vacant or unoccupied.

16. **Mortgagee**
The interest of a Mortgagee in the insurance by this Section shall not be prejudiced by any act or neglect of the Mortgagor or occupier of any building hereby insured whereby the danger of Damage is increased without the authority or knowledge of the Mortgagee, provided the Mortgagee, immediately on becoming aware thereof, shall give notice to the Insurer and pay an additional premium if required.

17. **Subrogation Waiver**
In the event of a claim arising under this Section, the Insurer agrees to waive any rights, remedies or relief to which they might become entitled by subrogation against any Subsidiary or Holding Company of the Insured, or any company which is a Subsidiary of a Holding Company of the Insured (in each case within Sections 7 and 8 of the Companies Act 2014). The Insurer agrees not to exercise any such rights of recovery in such other circumstances not permitted under section 23, 24 and 25 of the Consumer Insurance Contracts Act 2019 (Ireland).

18. **Automatic Cover**
The insurance by this Section shall, subject to its terms and conditions, extend to cover:
(a) newly acquired and/or newly-erected buildings, machinery and plant, in so far as the same are not otherwise insured, anywhere in the Republic of Ireland or the United Kingdom; and
(b) alterations, additions and improvements to buildings, machinery and plant, but not in respect of any appreciation in value provided that:
(i) at any one situation this cover shall not exceed 10 per cent of the total sum insured hereby on such property or €350,000 whichever is the less;
(ii) the Insured shall advise the Insurer:
(a) as soon as practicable and in any event within three months of any such newly acquired and/or newly erected property;
(b) every three months in respect of any such alterations, additions and improvements.
The Insured will pay the appropriate additional premium required from inception of such additional cover and amounts so declared shall be added by Endorsement to the sum insured by the relative item/column whereupon these provisions shall be fully reinstated.

19. **Spontaneous Combustion**
Destruction of or damage to coal, coke or wood blocks caused by its own spontaneous heating is included in the insurance hereby notwithstanding anything contained in this Policy to the contrary.

20. **Re-erection of Plant and Machinery**
The insurance by items covering Machinery or Plant extends to include the cost of re-erecting, fitting and fixing machinery and plant consequent upon destruction or damage by any of the perils hereby insured against.

21. **Purchaser's Interest**
If at the time of Damage to any building insured under this Section the Insured shall have contracted to sell the interest of the Insured in such building and the purchase shall not have been but shall be thereafter completed the purchaser on the completion of the purchase if and so far as the property is not otherwise insured by or on behalf of the purchaser against such Damage shall be entitled to the benefit of this Section so far as it relates to such Damage without prejudice to the rights and liabilities of the Insured or the Insurer under this policy up to the date of completion.

22. **Inflation Provision – Day One Basis (Non- Adjustable)**
The Insurer's liability in respect of each of the items subject to the Day One Basis as stated in the following paragraphs shall be limited to 115% of the Declared Values shown in the Schedule.
Day One Basis (Non-Adjustable) applicable to any items on Buildings or Machinery hereon.
(a) The Insured having stated in writing the Declared Value incorporated in each item to which this Condition applies, the premium has been calculated accordingly.
"Declared Value" shall mean the Insured's assessment of the cost of reinstatement of the Property Insured arrived at in accordance with paragraph **(a)** of the Reinstatement Condition at the level of costs applying at the inception of the Period of Insurance (ignoring inflationary factors which may operate subsequently) together with, in so far as the insurance by the item provides, due allowance for:-
(i) the additional cost of reinstatement to comply with Public Authority requirements,
(ii) professional fees,
(iii) debris removal costs.
(b) At the inception of each Period of Insurance the Insured shall notify the Insurer of the Declared Value of the Property Insured by each of the said item(s).
In the absence of such declaration the last amount declared by the Insured shall be taken as the Declared Value for the ensuing Period of Insurance.
(c) Notwithstanding any general indication or endorsement to the contrary the following wordings apply to Special Provisions **(iv)** and **(vi)** of the Reinstatement Condition:- **(iv)** Each item insured under this Condition is declared to be separately subject to the following condition of Average namely:-

If at the time of loss, the Declared Value of the property covered by such item be less than the cost of reinstatement (as defined in paragraph **(a)** of the Day One Basis Condition) at the inception of the Period of Insurance then the Insurer's liability for any loss hereby insured shall be limited to that proportion thereof which the Declared Value bears to such cost of reinstatement.
(vi) Where by reason of any of the above Special Provisions no payment is to be made beyond the amount which would have been payable under this Section if this Condition had not been incorporated therein the rights and liabilities of the Insurer and the Insured in respect of the destruction or damage shall be subject to the terms and conditions of the Policy including any condition of Average therein, as if this Condition had not been incorporated therein except that the sums insured shall be limited to 100% of the Declared Values.

23. **Seasonal Increase**
The sums insured under any Stock item shown in the Schedule are increased by 30% for the months of November, December and January each year.

24. **Underground Services**
The insurance by this Section of the Policy is extended to include accidental damage to underground sewage or drain pipes, fuel oil pipes or underground service pipes and cables from the public mains to the insured Premises.

25. **Trace and Access**
In the event of Damage resulting from escape of water or oil following accidental damage to tanks, apparatus or pipes as insured by this Section the Insurer will pay the costs necessarily and reasonably incurred in locating the source of such Damage and subsequently making good subject to a limit of €30,000 in respect of any one Insured Event.

26. **Fire Brigade Damage**
In the event of Damage at the Premises caused by Fire Brigade equipment or personnel in the course of combating fire threatening the Property Insured, the insurance by this Section extends to include the costs necessarily incurred in reinstating or repairing landscape gardens and grounds subject to a limit of €30,000 in respect of any one Insured Event.

27. **Fire Brigade Charges**
The insurance by this Section of the Policy is extended to include charges levied by a fire authority in accordance with the provisions of the Fire Services Act 1981 in controlling or extinguishing fire affecting (or threatening to affect) the Property Insured by this Section in circumstances which have given rise to, or would have given rise to, destruction or damage to the Property Insured by any peril covered by this Section, subject to a limit of €40,000 in respect of any one Insured Event.

28. Trees and Shrubs:
This Section extends to include cover for Damage to, trees, shrubs and plants at the premises. The Insurer shall not be liable for more than €1,500 any one tree, shrub or plant excluding expense incurred for removing debris thereof and €100,000 in the aggregate any one incident. In respect of this extension no deductible will apply.

29. On Tour:
This Section extends to cover of or Damage to personal effects being clubs, rackets, clothing and other equipment owned by an individual whilst representing the club during competition anywhere in the world excluding property more specifically insured. In respect of this extension a €25 deductible, each and every loss, will apply.

30. Cups, Trophies, Medals, Paintings, Antiques and Sculptures
This Section extends to cover loss of or Damage (due to any cause whatsover) to cups, trophies, medals, paintings, antiques and sculptures (unless more specifically insured) belonging to the Insured or held in trust by them for which they are responsible, whilst anywhere in the Republic of Ireland and Northern Ireland limited to the sum insured stated in the Policy schedule excluding denting, infidelity of holders, breakage of brittle articles. In respect of this extension a Policy deductible of €250 each and every loss will apply.

31. Tools, Implements and Machinery:
This Section extends to cover loss of or Damage to tools, implements, mowing machines, ride-on mowers, tractors and rollers which are the property of the Insured, whilst anywhere upon the Insured's premises. In respect of this extension a Policy deductible of €150, each and every loss, will apply.

32. Special Condition Applicable
There shall be no claim for loss due to theft by members of the Insured's staff.

33. Playing Surfaces
This section covers natural and artificial playing surfaces, and practice areas with the exception of water hazards and ground under repair at the Premises including those contained within a building or ancillary buildings. Cover includes malicious damage, animal damage, oil spillage and maintenance staff error to, or the removal of trees which have fallen onto, the playing surfaces at the Premises. The cover does not include any loss caused by storm, tempest or flood.

Risk Management Conditions

1. **Protections - Automatic Sprinkler and Fire Alarm Installations**
It is a condition precedent to the Insurer's liability that in respect of any automatic sprinkler or fire alarm installations at the Premises the Insured shall:

(a) take all reasonable steps to:
(i) prevent frost damage and other damage to the installations;
(ii) maintain the installations (including the automatic external alarm signal) in efficient condition;
(iii) maintain ready access to the water supply control facilities;
(b) in the event that changes, repairs or alterations to the installations are proposed notify the Insurer in writing and obtain its prior agreement in writing;
(c) allow the Insurer access to the Premises at all reasonable times for the purpose of inspecting the installations;
(d) carry out any routine tests required by the Insurer and remedy promptly any defect revealed by a test.

In the event that alterations or repairs become necessary to the automatic sprinkler installation the Insurer may at its option suspend any cover which is granted against Damage by the accidental escape of water from the installation until the alterations or repairs have been carried out and approved by the Insurer. Notice of any such action will be given by the Insurer in writing. The above condition precedent shall only apply where the Premises of the Insured are owner-occupied by the Insured and do not form part of a multi-tenanted/multi- occupied premises. Where the Insured's Premises do form part of a multi- tenanted/multi-occupied building, the Insured shall provide to the Insurer within 30 days of the commencement of the Policy and/or any subsequent renewal thereof a certificate from the Insured's landlord, lessor, licensor and/or their respective management agents confirming that the said party has complied in full with the condition precedent outlined above.

2. **Protections – Fire Extinguishing Appliances**

It is a condition precedent to the Insurer's liability that the Insured shall maintain all fire extinguishing appliances in efficient working order. The above condition precedent shall only apply where the Premises of the Insured are owner-occupied by the Insured and do not form part of a multi-tenanted/multi- occupied premises. Where the Insured's Premises do form part of a multi- tenanted/multi-occupied building, the Insured shall provide to the Insurer within 30 days of the commencement of the Policy and/or any subsequent renewal thereof a certificate from the Insured's landlord, lessor, licensor and/or their respective management agents confirming that the said party has complied in full with the condition precedent outlined above.

3. **Protections - Intruder Alarms**

(For the purposes of this Condition intruder alarm systems shall be deemed to include all lines and equipment used to transmit the signals to and from the Premises).

It is a condition precedent to the Insurer's liability that the Insured shall:

(a) in respect of any intruder alarm system installed at the Premises:
  (i) maintain a maintenance contract during the Period of Insurance with the installing contractor, or such other contractor as is agreed in writing by the Insurer;
  (ii) not leave the Premises unattended unless:
    (a) the intruder alarm system is tested and set in its entirety and where the equipment permits any central station to which the intruder alarm system is connected has acknowledged the setting signal; and
    (b) as far as the Insured or their representative is aware the intruder alarm is in full and efficient working order;
  (iii) obtain the agreement of the Insurer in writing before replacement, extension or other alteration to the Intruder Alarm System;
  (iv) ensure the Insurer is notified immediately and in writing if the Insured receive written notification from a Garda or Police Authority that they may be withdrawing response to alarm calls;
(b) whenever the Premises are left unattended ensure:
  (i) all locks, bolts and other protective devices are in full operation;
  (ii) all keys (including those relating to any part of the intruder alarm system) are:
    (a) removed from the Premises; or
    (b) placed within a locked safe or strongroom the keys to which are themselves removed from the Premises.

The above condition precedent shall only apply where the Premises of the Insured are owner-occupied by the Insured and do not form part of a multi-tenanted/multi- occupied premises. Where the Insured's Premises do form part of a multi- tenanted/multi-occupied building, the Insured shall provide to the Insurer within 30 days of the commencement of the Policy and/or any subsequent renewal thereof a certificate from the Insured's landlord, lessor, licensor and/or their respective management agents confirming that the said party has complied in full with the condition precedent outlined above.

4. **Unoccupied Premises**

It is a condition precedent to the Insurer's liability that whenever the Premises is not in normal occupation for more than 30 days the Insured must ensure that:

(a) gas, water and electricity mains supplies are disconnected and water heating systems are

drained;

(b) the Premises are secured so as to prevent unauthorised entry by means of:
   (i) all locks, bolts and other protective devices being in full operation;
   (ii) all perimeter fences, walls and gates being kept in good condition;
   (iii) all letter boxes and openings being sealed;

(c) all sources of fuel, waste, combustible materials and gas bottles are removed from both inside and outside the buildings and tanks of combustible liquids are drained;

(d) a representative of the Insured carries out an internal physical check of the Premises at least every 7 days and ensures that any deficiencies are made good forthwith.

In the event of the Premises being unoccupied for more than three months, the Insured must ensure that all ground level windows and doors, save for one door to allow access by the Insured, be bricked or boarded-up.

The above condition precedent shall only apply where the Premises of the Insured are owner-occupied by the Insured and do not form part of a multi-tenanted/multi- occupied premises. Where the Insured's Premises do form part of a multi- tenanted/multi-occupied building, the Insured shall provide to the Insurer within 30 days of the commencement of the Policy and/or any subsequent renewal thereof a certificate from the Insured's landlord, lessor, licensor and/or their respective management agents confirming that the said party has complied in full with the condition precedent outlined above.

5. **Minimum Security**

It is a condition precedent to the Insurer's liability that:

(a) all external doors at the Premises and any internal doors leading to other Premises be protected as follows:
   (i) on all timber doors the frames to be at least 45mm thick and to be secured by mortice deadlocks which conform to British Standard 3621 : 1980 or similar Specification for thief resistance locks;
   (ii) the first closing leaf of double leaf doors to be fitted with bolts top and bottom;
   (iii) all aluminium framed doors to be fitted with a swing bolt type mortice lock;

(b) all opening sections of external ground floor windows and all other windows which are accessible from roofs, fire escapes or downpipes be fitted with key operated locks. Any door or window officially designated a fire exit by the fire authority is excluded from this Condition.

The above condition precedent shall only apply where the Premises of the Insured are owner-occupied by the Insured and do not form part of a multi-tenanted/multi-occupied premises. Where the Insured's Premises do form part of a multi- tenanted/multi-occupied building, the Insured shall provide to the Insurer within 30 days of the commencement of the Policy and/or any subsequent renewal thereof a certificate from the Insured's landlord, lessor, licensor and/or their respective management agents confirming that the said party has complied in full with the condition precedent outlined above.

6. **Portable Space Heater**

It is condition precedent to the Insurer's liability that any portable space heater:

(a) will not be sited in passageways and other places where they are liable to be overturned or subject to mechanical damage;

(b) will not be sited in areas where flammable atmospheres are present;

(c) will not be sited on combustible floors or surfaces;

(d) will be kept clear of combustible materials and be provided with a guard to maintain a clear space of at least 1 metre.

7. **Waste**

(a) It is a condition precedent to the Insurer's liability that all oily and/or greasy waste and used cleaning cloths which remain in the buildings overnight be kept in metal receptacles with metal lids and removed from the building at least once a week.

(b) It is a condition precedent to the Insurer's liability that all combustible trade waste and refuse be swept up daily and kept in bags or bins and removed from the building at least once a week.

8. **Flammables / Toxic / Hazardous Substances** It is a condition precedent to the Insurer's liability that the Insured must keep all flammables, toxic and hazardous substances in metal-lidded containers when not in use. The Insured must also ensure that these substances are used solely by trained and/or supervised staff according to manufacturer's instructions and conform to Health & Safety rules and regulations.

9. **Flat Roof**

It is a condition precedent to the Insurer's liability in respect of Damage by storm or tempest that:

(a) any flat felted roof or part thereof of the Premises shall be inspected at least once every two years by a professionally qualified builder or property surveyor and any defect identified by that inspection be repaired immediately;

(b) any guttering is checked for blockages or defects by a competent person at inception or renewal and at six-monthly intervals thereafter, any remedial action required to be implemented immediately;

(c) a record of all inspections shall be made and retained by the Insured.

The above condition precedent shall only apply where the Premises of the Insured are owner-occupied by the Insured and do not form part of a multi-tenanted/multi- occupied premises. Where the Insured's Premises do form part of a multi- tenanted/multi-occupied building, the Insured shall provide to the Insurer within 30 days of the commencement of the Policy and/or any subsequent renewal thereof a certificate from the Insured's landlord, lessor, licensor and/or their respective management agents confirming that the said party has complied in full with the condition precedent outlined above.

10. **Deep Fat Frying Ranges**

It is a condition precedent to the Insurer's liability in respect of any deep fat frying installations that:

(a) they be fitted with thermostats arranged to prevent the temperature of cooking oils or fats rising above 205 degrees Celsius (401 Fahrenheit);

(b) an automatic cut-out be arranged to cut off the heat source in the event of failure of a thermostat;

(c) cooking fume extraction canopies and ductwork be cleaned at least quarterly by independent contractors;

(d) the installations including flues and exhaust ducting be securely fixed and free from contact with combustible materials;

(e) grease filters be utilized therein and cleaned or changed at least weekly;

(f) the pans be fitted with metal lids which can be shut down in the event of fire or which close automatically and that the system be linked to the ventilation system so that this is also shut down in the event of fire;

(g) foam, dry powder and/or carbon dioxide extinguishers and fire blankets be kept available close to the installation.

11. **Composite Panels**

It is a condition precedent to the Insurer's liability that unless noted and agreed by the Insurer there be no composite/sandwich panels at the Premises. If it has been accepted by the Insurer that there are composite/sandwich panels at the Premises it is a condition precedent to the Insurer's liability in respect of any building containing such panels that:

(a) suitable fire extinguishing appliances be supplied in all cooking areas;

(b) ducting, conduit wiring and hot flues be adequately protected within fire- resistant sleeves where passing through composite panels;

(c) at least weekly inspections be undertaken by the Insured to check for damage to composite panels or joint panels, any defects found to be rectified without delay or replaced by a panel with a non-combustible core within 7 days;

(d) no repairs be made to composite panels that involve welding, grinding, cutting or other obvious ignition sources;

(e) all heat sources be kept at least 2 metres from any composite panelling or that such panelling have a non- combustible core;

(f) there be no external storage of combustible stock, packaging, pallets, waste or waste skips or bins within 10 metres of the buildings;

(g) in respect of any work involving the application of heat at the Premises:

(i) this only be carried out by a qualified contractor, the Insured ensuring that the contractor has adequate Public Liability insurance in force and confirming same through sight of certificate of insurance. Subrogation rights against such contractor shall not be waived by the Insured;

(ii) when any of undermentioned items of equipment are in use on the Premises the following precautions shall be complied with:

(a) Blowlamps or Blow Torches, Hot Air Guns or Hot Air Strippers:

(i) the area in which they are to be used is cleared of loose combustible material;

(ii) lighted blowlamps and/or blow torches are continuously attended;

(iii) Blowlamps and Blow Torches are filled only in the open, and not lit until immediately before use;

(iv) a suitable multi-purpose dry powder fire extinguisher is kept available for immediate use;

(v) a thorough examination is made in and about the working area immediately after each period of work and again between 30 and 60 minutes after termination of such work for the day;

(b) Welding or Flame Cutting Equipment:

(i) the area in which the equipment is to be used is cleared of loose combustible material;

(ii) other combustible material including floors in the area in which the equipment is to be used is covered with overlapping sheets of incombustible material;

(iii) before applying heat to metal work built into or projecting through walls, partitions, ceilings or floors examination is to be made to ensure that the other side of the metal work is not in hazardous proximity to combustible material which may be ignited by direct or conducted heat;

(iv) the occupier shall be informed of the proposed safety precautions and asked for specified authority to proceed;

(v) a suitable multi-purpose dry powder fire extinguisher is kept available for immediate use;

(vi) a responsible Employee of the Insured or of the occupier is made aware of the location of any fire fighting equipment and is appointed to act solely as fire watcher whilst welding or flame cutting is carried out;

(vii) a thorough examination is made in and about the working area including behind walls, partitions, ceilings or floors immediately after each period of work and again between 30 and 60 minutes after termination of such work for the day;

(c) Vessels for Heating of Bituminous Compounds or Lead:

(i) such vessels are continuously attended whilst heating is taking place; such vessels are used only in the open whilst heating is taking place, and if carried out on a roof, the vessel must be placed on a non-combustible heat insulating base.;

(iii) if work is to be carried out in the vicinity of composite/sandwich panels then such panels must be protected by non-combustible blankets, drapes or screens.

Equipment Breakdown Extension

The Insurer will, subject to the terms, conditions and exclusions of this Extension and of the Material Damage and Business Interruption sections and the General Conditions and General Exclusions applicable to the entire Policy, indemnify the Insured against loss caused by or resulting from an Accident to Covered Equipment.

Definitions applicable to this Extension

For the purpose of this Extension

1. **Accident** shall mean direct physical loss as follows:

(a) electrical or mechanical Breakdown, including rupture or bursting caused by centrifugal force;

(b) artificially generated electrical current, including electric arcing, that disturbs electrical devices, appliances or wires;

(c) Explosion or Collapse of a boiler (not being a boiler used for domestic purposes only), economiser or other vessel, machine or apparatus in which internal pressure is due to steam only and belonging to or under the control of the Insured;

(d) loss or damage to steam boilers, steam pipes, steam engines or steam turbines caused by or resulting from any condition or event inside such boilers or equipment; or

(e) loss or damage to hot water boilers or other water heating equipment caused by or resulting from any condition or event inside such equipment.

If an initial Accident causes other Accidents, all will be considered one Accident.

All Accidents that are the result of the same event will be considered one Accident.

2. **Breakdown** shall mean the actual breaking, failure, distortion or burning out of any part of the Covered Equipment whilst in ordinary use arising from defects in the Covered Equipment causing its sudden stoppage and necessitating repair or replacement before it can resume work, fracturing of any part of the Covered Equipment by frost when such fracture renders the Covered Equipment inoperative, or the actual and complete severance of a rope but not breakage or abrasion of wires or strands even though replacement may be necessary.

3. **Collapse** shall mean the sudden and dangerous distortion (whether or not attended by rupture) of any part of the Covered Equipment caused by crushing stress by force of steam or other fluid pressure (other than pressure of chemical action or ignited flue gases or ignition of the contents).

4. **Computer Equipment** shall mean Property Insured that is electronic, computer or other data processing equipment, including Media and peripherals used in conjunction with such equipment.

5. **Covered Equipment** shall mean Property Insured built to operate under vacuum or pressure, other than weight of contents, or used for the generation, transmission or utilisation of energy. None of the following is Covered Equipment:

(a) structure, foundation, masonry, brickwork, cabinet, compartment or air supported structure or building;

(b) insulating or refractory material;

(c) sewer piping, underground vessels or piping, or piping forming a part of a sprinkler system;

(d) water piping other than boiler feedwater piping, boiler condensate return piping or water piping forming a part of a refrigerating or air conditioning system;

(e) vehicle, aircraft, floating vessel or any equipment mounted on such vehicle, aircraft or floating vessel;

(f) dragline, excavation or construction equipment;

(g) equipment manufactured by the Insured for sale; or

(h) tools, dies, cutting edges, crushing surfaces, trailing cables, non- metallic linings, driving belts or bands or any part requiring periodic renewal.

6. **Explosion** shall mean the sudden and violent rending of the Covered Equipment by force of internal steam or action of ignited flue gases or ignition of the contents causing bodily displacement of any part of the Covered Equipment together with forcible ejection of the contents.
7. **Media** shall mean all forms of electronic, magnetic and optical tapes and discs for use in any electronic computer or electronic data processing equipment.

Additional Coverages applicable to this Extension

The following coverages also apply to loss caused by or resulting from an Accident to Covered Equipment. These coverages do not provide additional amounts of insurance.

1. **Hazardous Substances**
   The Insurer shall be liable for the additional cost to repair or replace covered property because of contamination by a hazardous substance. This includes the additional expenses to clean up or dispose of such property. Hazardous substance means any substance other than ammonia that has been declared to be hazardous to health by a governmental agency. Additional costs mean those beyond what would have been required had no hazardous substance been involved. The Insurer shall not be liable for more than €12,500 for loss or damage under this coverage, including, if shown as covered, actual Business Interruption sustained, and loss under Perishable Goods coverage.
2. **Computer Equipment, Reinstatement of Data and Increased Cost of Working**
   (a) The Insurer shall be liable under this Extension for loss or damage caused by or resulting from an Accident to Computer Equipment. The liability of the Insurer in any one Period of Insurance shall not exceed €300,000 in respect of Damage to Computer Equipment.
   (b) In addition the Insurer shall be liable for costs incurred in reinstating data lost or damaged in consequence of an Accident to Computer Equipment provided that:
      (i) liability is limited solely to the cost of reinstating data onto Media;
      (ii) the Insurer shall not be liable for any losses discovered later than six months after the loss was initiated;
      (iii) the liability of the Insurer shall not exceed €30,000 in respect of such costs;
      (iv) the Insurer shall not be liable for loss of or damage to software;
      (v) the Insurer shall not be liable under this paragraph **(b)** for costs more specifically described under paragraph **(c)** below.
   (c) In addition the Insurer will pay reasonable costs necessarily incurred in minimising or preventing the resulting interruption or interference to the computer operations of the Insured. The total liability of the Insurer in any one Period of Insurance shall not exceed €30,000 in respect of such additional costs.
3. **Expediting Expenses**
   With respect to damaged covered property, the Insurer shall be liable for the reasonable extra cost to make temporary repairs and expedite permanent repairs or permanent replacement. The Insurer shall not be liable for more than €75,000 for loss or damage under this coverage.
4. **Deterioration of Contents of Deep Freezers & Refrigerators**
   This Policy covers Damage to goods in refrigeration compartments situated at the Premises by deterioration or putrefaction caused by:
   (a) rise or fall in temperature as a result of breakdown, stoppage or failure from any inherent cause of the said appliance;
   (b) action of refrigerant fumes escaping from the said appliance;
   (c) failure of the public supply of electricity and/or gas due to any cause not following the deliberate act of the supply authority or the exercise by such authority of its power to withhold or restrict supply;
   (d) any other extraneous cause happening during the Period of Insurance referred to in the Schedule provided that:
   (i) the total liability of the Insurer shall not exceed €22,500 in respect of any one Insured Event;
   (ii) any cabinet more than three years old is maintained under a service contract with a recognised refrigeration engineer;
   (iii) the Insurer shall not be liable for loss caused by incorrect setting of thermostats or automatic controlling devices.

Special Conditions applicable this Extension

It is a condition precedent to liability that

1. the Insured shall exercise due diligence in ensuring that insured items are properly maintained and used in accordance with manufacturers' recommendations and in taking reasonable precautions to prevent loss or damage.

Exclusions applicable to this Extension

This Extension does not cover

1. loss or damage caused by or resulting from:
   (a) a hydrostatic, pneumatic, or gas pressure test of any boiler or pressure vessel, or an insulation breakdown test of any type of electrical equipment;

(b) any defect, virus, loss of data or other situation within Media;
(c) lack of power, light, heat, steam or refrigeration that is caused by an Accident to property not at the insured Premises, except as provided under Deterioration of Contents of Deep Freezers & Refrigerators coverage;
(d) depletion, deterioration, corrosion, erosion, wear and tear, or other gradually developing conditions, but if loss or damage from an Accident results, the Insurer shall be liable for that resulting loss or damage;
(e) fire (including fire resulting from an Accident), or water or other means used to extinguish a fire;
(f) explosion of gas or unconsumed fuel within the furnace of any boiler or fired vessel or within the passages from that furnace to the atmosphere;
(g) any other explosion except as specifically provided in the definition of Accident;
(h) lightning, windstorm or hail, smoke, aircraft or vehicles, riot or civil commotion, vandalism, or sprinkler leakage;
(i) breakage of glass, falling objects, weight of snow, ice or sleet, freezing (caused by cold weather), collapse, or molten material;
(j) water Damage (including water Damage resulting from an Accident);
(k) flood, surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not; or
(l) any earth movement, including but not limited to earthquake, subsidence, sinkhole collapse, landslide, mudslide, earth sinking, tsunami or volcanic action.

2. in respect of any Insured whose Computer Equipment has a replacement value greater than €7,500, Damage to such Computer Equipment caused by an Accident to that equipment unless the Insured has a maintenance agreement in force with the manufacturer or other approved company providing for:
   (a) free repairs to or replacement of the equipment following an Accident caused by any internal cause other than the negligence of the Insured; and
   (b) preventive maintenance or adjustment of mechanical or moving parts.
3. loss or damage recoverable under the maintenance agreement or any warranty or guarantee, or which would be recoverable but for breach of the Insured's obligations under the agreement.
4. with respect to Business Interruption, any delay in resuming operations due to the need to reconstruct or re-input data or programs on Media.

Money Extension

The Insurer will, subject to the terms, conditions and exclusions of this Extension and of the Material Damage section and the General Conditions and General Exclusions applicable to the entire Policy, indemnify the Insured against Damage to:

1. Money;
2. safes or strong rooms which usually contain Money caused by theft or attempt thereat provided always that the Insured shall keep a complete account of Money in transit and on the Premises.

The Insurer's liability shall not exceed in respect of any one occurrence the amounts stated in the Schedule.

Exclusions applicable to this Extension:
This Extension does not insure against:

1. Money taken from an unattended vehicle.
2. loss to the Insured due to the use of counterfeit Money.
3. shortage due to error or omission or resulting from a safe or strong room being opened by a key left on the Premises whilst closed for business.

Money In Transit Warranty

As a precondition to liability by the Insurer under this Extension, Money in transit outside the Premises is to be accompanied as follows during transit and until disbursement, except when in bank night safe:

1. up to €4,000 by 1 fully responsible adult;
2. between €4,001 and €9,000 by 2 fully responsible adults;
3. between €9,001 and €19,000 by 3 fully responsible adults;
4. over €19,000 by a security company approved by the Insurer.

Cash on Premises Representation
It is represented that cash not contained in a safe while the Premises is open for business is not to be left unattended.

Specified Items "All Risks" Extension

The Insurer will, subject to the terms, conditions and exclusions of this Extension and of the Material Damage section and the General Conditions and General Exclusions applicable to the entire Policy, indemnify the Insured in the event of Damage occurring world-wide to the Property Insured as specified in the Schedule.

Exclusions applicable to this Extension
This Extension does not cover:

1. Damage resulting from theft or attempted theft from any unattended vehicle owned or operated by the Insured unless:
   (a) all doors, windows and other openings are left closed and securely locked and properly fastened;

(b) entry or access to the vehicle has been effected by forcible and violent means;
(c) from 9pm to 6am the vehicle is either garaged in a building which is securely closed locked or parked in a compound secured by locked gates, or in a guarded security park.

2. Damage contributed to, caused by or arising from riot, strike or civil commotion occurring outside The Republic of Ireland, Great Britain, the Channel Islands and the Isle of Man.

Goods in Transit (GIT) Extension

The Insurer will, subject to the terms, conditions and exclusions of this Extension and of the Material Damage section and the General Conditions and General Exclusions applicable to the entire Policy, indemnify the Insured against the following within the Territorial Limits:

1. Damage to:
   (a) Property Insured whilst in or on any road vehicle operated by the Insured or hauliers or by parcel post or by rail;
   (b) tarpaulins sheets and ropes whilst being carried on any road vehicle operated by the Insured;
2. expenses reasonably incurred in
   (a) the transfer of Property Insured to another vehicle and the delivery to the original destination within the Territorial Limits or return to the place of despatch necessitated by fire, collision or overturning of any road vehicle operated by the Insured;
   (b) the reloading on to any road vehicle operated by the Insured of any Property Insured which has fallen from such vehicle;
   (c) the removal of debris and site clearance consequent on the destruction of or damage to Insured Property;
3. costs reasonably incurred to minimise damage occurring whilst in Transit within the Republic of Ireland and Great Britain provided that the liability of the Insurer in respect of any one loss or series of losses arising out of any one event shall not exceed the amount stated in the Schedule.

Definitions applicable to this Extension

For the purpose of this Extension

1. **Transit** shall mean being carried from the time the Property Insured is lifted to the time it is unloaded at its destination including:
   (a) loading and unloading;
   (b) carriage on recognised "roll-on, roll off" vehicle ferries, provided no unloading or reloading of the vehicle is involved;
   (c) whilst temporarily housed on or off the vehicle (excluding storage at a rental or arrangement for storage and distribution) in the course of the said carriage but excluding any installation, erection or testing.
2. **Property Insured** shall mean personal property not otherwise excluded of:
   (a) the Insured; or
   (b) third parties over which the Insured is exercising a lien; or
   (c) third parties in which the Insured has some beneficial interest.

Exclusions applicable to this Extension

1. This Extension does not insure against Damage:
   (a) caused by the Insured's improper packing and/or deliberate rough handling;
   (b) caused by bending, denting, chipping, marring or scratching unless caused by fire, lightning, windstorm, flood, explosion, collision, derailment or overturning or stranding, burning or sinking of ferry or lighter;
   (c) of or to export shipments which have been laden on board export conveyance or have come under the protection of marine insurance, whichever first occurs;
   (d) of or to property carried by or dispatched by the Insured for hire or reward;
   (e) due to insufficient labelling or incorrect addressing or failure to make proper and complete declarations required by carriers;
   (f) to Property Insured in or on open vehicles owned or operated by the Insured caused by atmospheric or climatic conditions unless the Property Insured is protected by vehicle sheets;
   (g) to Property Insured in any vehicle which is being used outside the normal course of the Business;
   (h) of or to foodstuffs by tainting.
2. This Extension does not insure against:
   (a) loss of profit, loss of use or loss of market however caused;
   (b) unexplained shortages;
   (c) theft of portable telephones, computer hardware equipment or telecommunications equipment whilst not under observation by at least one person with a reasonable prospect of preventing any unauthorised interference;
   (d) theft or attempted theft from a soft topped, open or curtain sided vehicle unless the vehicle is stolen at the same time.

Goods in Transit Warranties

1. **Immobiliser and Alarm**
   The Insurer will not make any payment under this Extension for theft from a vehicle where the vehicle has been removed by the thief or thieves unless the Insured proves that the vehicle has been fitted with an immobiliser and an alarm. Such immobiliser and alarm are to be in efficient working order and duly operated whenever the vehicle is not attended.
2. **Unattended Vehicles**
   The Insurer will not make any payment under this

Extension for theft from any vehicle not attended unless:

(a) all doors windows and other openings are left closed, securely locked and properly fastened; and

(b) entry or access to the vehicle has been effected by forcible and violent means.

3. **Overnight Requirement**
The Insurer will not make any payment under this Extension for theft in respect of Property Insured left in or on any unattended vehicle from 9pm to 6am except where such vehicle is protected in accordance with the vehicle security requirements specified under this Extension and is either garaged in a building which is securely closed and locked or parked in a compound secured by locked gates or in a guarded security park.

4. **Trailer**
The Insurer will not make any payment under this Extension for theft from a trailer which is detached from the towing vehicle and where the trailer has been removed by the thief or thieves unless the trailer is fitted with a king pin lock or draw bar lock or any alternative device which has been approved by the Insurer in writing.

Special Conditions applicable to this Extension

1. The valuation of the Property Insured covered hereunder shall be the actual invoice cost, including prepaid freight, together with such costs and charges since shipment as may have accrued and become legally due thereon and all premium under this Extension shall be paid on this basis. If there is no invoice, the valuation of the Property Insured hereunder shall be the actual cash market value of the Property Insured at the point of destination on the date of the Damage.
2. In case of Damage affecting labels, capsules or wrappers the Insurer if liable therefor under the terms of this Extension shall not be liable for more than an amount sufficient to pay the cost of new labels, capsules or wrappers and the cost of reconditioning the goods but in no event shall the Insurer be liable for more than the insured value of the damaged merchandise.
3. When the Property Insured under this Extension includes a machine consisting when complete for sale or use of several parts then in case of Damage covered by this insurance to any part of such machine the Insurer shall be liable only for the proportion of the said Damage which the insured value of the said part bears to the insured value of the machine or at the Insurer's option for the cost and expenses, including labour and forwarding charges, of replacing or repairing the Damaged part but in no event shall the Insurer be liable for more than the insured value of the complete machine.
4. This insurance shall not insure directly or indirectly to the benefit of any carrier nor without the affirmative consent of the Insured to the benefit of any other bailee. The Insured may accept, without prejudice to this insurance, the ordinary value of bills of lading of carriers as provided in their tariffs; otherwise the Insured agrees not to enter into any special agreement with carriers or bailees releasing them from their common law or statutory liability. The Insurer shall not be liable for any Damage which, without its written consent, has been settled or compromised by the Insured.
5. Cancellation of this Section of the Policy shall not prejudice coverage hereunder in respect of Property Insured which is in transit on the effective date of cancellation.

Rent Payable Extension

The Insurer will, subject to the terms, conditions and exclusions of this Extension and of the Material Damage section and the General Conditions and General Exclusions applicable to the entire Policy, indemnify the Insured for Rent and service charges where the Premises or any part thereof are unfit for occupation in consequence of:

1. Damage to the Premises; or
2. Damage elsewhere on or about the Premises.

The amount payable shall be the Rent and service charges payable during the period beginning with the occurrence of the Damage and ending not later than the Indemnity Period stated in the Schedule thereafter during which the Premises or any part thereof are unfit for occupation.

Definitions applicable to this Extension

For the purpose of this Extension:

1. **Rent** shall mean periodic payments made by the Insured for the lease of the Premises.

SECTION 2

Business Interruption ("All Risks")

Insuring Agreement

In the event of the Business carried on by the Insured at the Premises being interrupted or interfered with in consequence of Damage to any building or other property or any part thereof (not otherwise excluded under Section
1 of this Policy) at the Premises used by the Insured in course of the Business the Insurer will pay to the Insured in respect of each Item specified in the Schedule the amount of loss resulting from such interruption or interference in accordance with the provisions contained herein up to the limit stated in the Schedule provided that at the time of the happening of the Damage there shall be in force insurance under Section 1 of this Policy and that payment shall have been made (or would have been made apart from the application of any excess or deductible) under Section 1 of this Policy or liability admitted therefor under such insurance.

Gross Profit

The Insurance under this Item is limited to loss of Gross Profit due to **(a)** Reduction in Turnover and **(b)** Increase in Cost of Working and the amount payable as indemnity thereunder shall be:-

(a) in respect of Reduction in Turnover: the sum produced by applying the Rate of Gross Profit to the amount by which the Turnover during the Indemnity Period shall in consequence of the Damage fall short of the Standard Turnover;

(b) in respect of Increase in Cost of Working: the additional expenditure (subject to the provisions of the Uninsured Standing Charges clause) necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in Turnover which but for the expenditure would have taken place during the Indemnity Period in consequence of the Damage, but not exceeding the sum produced by applying the Rate of Gross Profit to the amount of the reduction thereby avoided less any sum saved during the Indemnity Period in respect of such of the charges and expenses of the Business payable out of Gross Profit as may cease or be reduced in consequence of the Damage.

In the event of loss arising from an event insured under the Equipment Breakdown Extension of Section 1 of this Policy, the Insurer shall be liable under this item for not more than €60,000 in respect of any one occurrence.

Uninsured Standing Charges Clause

If any standing charges of the Business are not insured by this Section (having been deducted in arriving at the Gross Profit as defined herein) then in computing the amount recoverable hereunder as Increase in Cost of Working that proportion only of any additional expenditure shall be brought into account which the Gross Profit bears to the sum of the Gross Profit and the uninsured standing charges.

Departmental Clause

If the Business be conducted in departments the independent trading results of which are ascertainable, the provisions of clauses **(a)** and **(b)** of the item on Gross Profit shall apply separately to each department affected by the Damage except that if the sum insured by the said item be less than the aggregate of the sums produced by multiplying the Rate of Gross Profit for each department of the Business (whether affected by the Damage or not) to its relative Annual Turnover (or to a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds twelve months) the amount payable shall be proportionately reduced.

Increased Cost of Working

The insurance under this Item is limited to Increased Cost of Working and the amount payable as indemnity thereunder shall be the additional expenditure necessarily and reasonably incurred by the Insured during the Indemnity Period in order to minimise any interruption of or interference with the Business in consequence of the Damage up to the Sum Insured stated in the Schedule. In the event of loss the Insurer shall be liable for not more than one third of the Sum Insured hereunder in respect of such additional expenditure arising in the first quarter of the Maximum Indemnity Period following the date of the Damage nor more than an equal proportion of the balance of the Sum Insured per month in respect of the additional expenditure in the remainder of the Maximum Indemnity Period.

Rent Receivable

The insurance under this Item is limited to

(a) loss of Rent Receivable and **(b)** Increase in Cost of Working and the amount payable as indemnity thereunder shall be:

(a) in respect of loss of Rent Receivable: the amount by which the Rent Receivable during

the Indemnity Period shall in consequence of the Damage fall short of the Standard Rent Receivable;

(b) in respect of Increase in Cost of Working: the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the loss of Rent Receivable which but for that expenditure would have taken place during the Indemnity Period in consequence of the Damage, but not exceeding the amount of the reduction in Rent Receivable thereby avoided less any sum saved during the Indemnity Period in respect of such of the expenses and charges of the Business payable out of Rent Receivable as may cease or be reduced in consequence of the Damage provided that if the sum insured by this item be less than the Annual Rent Receivable (or a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds twelve months) the amount payable shall be proportionately reduced.

Book Debts

If the Insured's books of account or other business books or records at the Premises be subject to Damage and the Insured in consequence thereof be unable to trace or establish the Outstanding Debit Balances in whole or in part then the Insurer will pay to the Insured the amount of loss resulting from such Damage in accordance with the provision herein contained.

The insurance by this Item is limited to:

(a) the last amount declared to the Insurer under the provisions of the Declaration Clause reduced by the amounts received or traced in respect thereof and bad debts, and further adjusted for:

(i) amounts debited (or invoiced but not debited) and credited (including credit notes and cash not passed through the Insured's books of account at the time of the Damage) during the period between the date to which the said last amount declared relates and the date of the Damage; and

(ii) any abnormal condition of trade or special circumstances affecting the Business either before or at the time of the Damage;

(b) the additional expenditure necessarily and reasonably incurred in consequence of the Damage in tracing or establishing Outstanding Debit Balances after the Damage provided that if the sum insured by this item be less than the Outstanding Debit Balances the amount payable shall be proportionately reduced.

Declaration Clause

The Insured shall within 30 days at the end of each quarter deposit with the Insurer a signed statement showing the Outstanding Debit Balances as set out in the Insured's accounts at the end of the said quarter.

Premium Adjustment Clause

On the expiry of each Period of Insurance and provided that a declaration has been made for each quarter therein the actual premium shall be calculated at the agreed terms applicable for the Period of Insurance on the average amount insured, i.e. the total of the amounts declared divided by the number of declarations. If the actual premium shall be less than the premium paid for the Period of Insurance the difference shall be repaid to the Insured but such repayment shall not exceed one half of the premium paid. Should the amount of a declaration exceed the sum insured applicable at the date of such declaration then for the purposes of this Condition only the Insured shall be deemed to have declared such sum insured.

Represented

It is represented that the Insured's books or records in which Outstanding Debit Balances are shown shall be kept in a fireproof safe and/or stored off the Premises.

Loss of Licence

The Insured having an interest in the Premises in respect of which a Licence has been granted for the Sale of Intoxicating Liquor, it is hereby agreed (subject to the undernoted conditions) that if the said Licence shall be forfeited under the provisions of the appropriate legislation governing such Licences or refused renewal after due application for such renewal to the appropriate authority at any time during the Period of Insurance, then the Insurer will pay or make good to the Insured all loss that the Insured may sustain in respect of:

1. the depreciation in value of the interest of the Insured in the Premises by the forfeiture of or refusal to renew the Licence to an amount not exceeding the sum insured stated in the Schedule;
2. the costs and expenses incurred by the Insured with the written consent of the Insurer in connection with any appeal against the forfeiture of or refusal to renew the Licence provided always that if the Insured shall be entitled to obtain the payment of compensation under the provisions of any Act of the Oireachtas in respect of the refusal to renew the Licence, no claim shall arise under this Item.

   The amount recoverable under this Item shall not in any event exceed the sum insured specified in the Schedule against the heading Loss of Licence.

Special Conditions

1. The Insured shall on becoming aware of any of the following:-
   (a) complaint against the Premises or the control thereof;
   (b) proceedings against or conviction of the Licence holder, Manager, Tenant or Occupier of the Premises for any breach of the licensing law or any matter whatsoever whereby the character or reputation of the person concerned is affected or called in question with respect to his honesty, moral standing or sobriety;
   (c) change in the tenancy or management of the Premises;
   (d) transfer or proposed transfer of the Licence;
   (e) alteration in the purpose for which the Premises are used;
   (f) objection to renewal or other circumstances which may endanger the Licence or the renewal thereof immediately give notice thereof in writing to the Insurer and supply such additional information and give such assistance as the Insurer may reasonably require.
2. In the event of the death, bankruptcy, incapacity, desertion of the Premises or conviction for any offence (where such conviction affects the character or reputation of the convicted person with respect to his honesty, moral standing or sobriety) of the Tenant, Manager, Occupier or Licence holder, the Insured shall where practicable and at the request of the Insurer procure a suitable person to replace him and one to whom the Justices will transfer the Licence or grant the Licence by way of renewal.
3. In the event of the Licence being forfeited or refused renewal the Insured shall:-
   (a) give notice in writing to the Insurer within 24 hours of receiving knowledge of such event stating the grounds upon which the Licence was forfeited or refused renewal;
   (b) give all such assistance as the Insurer may require for the purpose of an appeal against such forfeiture or refusal to renew and allow the Insurer its Solicitors' full discretion in the conduct of such proceedings;
   (c) apply if practicable and if required by the Insurer for the grant of such new Licence for the same or alternative premises as may enable the Insured to continue the Business in a similar or alternative form;
   (d) provide a Statement of the Insured's loss, if any, together with such documents, statements and accounts as may be fairly required by the Insurer to verify the same and also, if required by the Insurer, make a statutory declaration as to the truth, accuracy and comprehensiveness thereof and give the Insurer free access to the Premises and the books and accounts thereof as may be necessary for ascertaining the value of the property and the goodwill of the Business.
4. If any alterations to the Premises requiring the consent of the Licensing or other necessary Authority shall be made without their approval or if the Premises are closed for any period not required by law or are not maintained in a sanitary or other repair or condition or any direction or requirement of Licensing or other Authority shall not be complied with or if the forfeiture of or refusal to renew the Licence be occasioned wholly or partly by or through the misconduct or procurement or connivance or neglect or omission of the Insured or by any omission of the Insured to take any step necessary for keeping the Licence in force no claim shall arise under this Item unless the Insured or any claimant hereunder shall prove to the reasonable satisfaction of the Insurer that such matter was beyond his or their power or control.
5. No claim shall arise under this Item if, prior or subsequent to the refusal to renew or forfeiture of the Licence, the Premises shall be required for any public purpose or if surrender or refusal to renew or forfeiture shall arise under or result directly or indirectly from any scheme of local planning, improvement or redevelopment, or surrender, reduction, or redistribution of licences in connection with post war reconstruction or from any alteration of the law affecting the grant, surrender, refusal to renew or forfeiture of licenses.
6. This Item ceases to be in force as to any interest hereby insured which shall pass from the Insured to any other person otherwise than by will or operation of law unless the Insurer shall agree in writing to continue the insurance in favour of such other person.

Limit of Liability

Notwithstanding anything stated herein to the contrary, the liability of the Insurer shall in no case exceed in respect of Gross Profit 133 1/3% of the Estimated Gross Profit stated herein, nor in the whole the sum of 133 1/3% of the Estimated Gross Profit and 100% of the sums insured by other items, or such other amounts as may be substituted therefor by memorandum signed by or on behalf of the Insurer.

Definitions applicable to Section 2 – Business Interruption ("All Risks")

The following Definitions apply to this Section in addition to the General Definitions applicable to the entire Policy.

1. **Damage** means physical loss or destruction of, or damage to, tangible property.
2. **Indemnity Period** means the period beginning with the occurrence of the Damage

and ending not later than the Maximum Indemnity Period thereafter during which the results of the Business shall be affected in consequence of the Damage.

3. **Maximum Indemnity Period** means the period specified in the Schedule.
4. **Gross Profit** means the amount by which the sum of the amount of the Turnover and the amounts of the closing stock and work in progress shall exceed the sum of the amounts of the opening stock and work in progress and the amount of the Uninsured Working Expenses.
   Note: The amounts of the opening and closing stocks and work in progress shall be arrived at in accordance with the Insured's normal accountancy methods, due provision being made for depreciation.
5. **Turnover** means the money paid or payable to the Insured for goods sold and delivered and for services rendered in the course of the Business at the Premises.
6. **Uninsured Working Expenses** means All Purchases (less discounts received), Discounts Allowed, Bad Debts, Carriage Packing and Freight.
   Note: The words and expressions used in this Definition shall have the meaning usually attached to them in the books and accounts of the Insured.
7. **Rate of Gross Profit** means the rate of Gross Profit earned on the Turnover during the financial year immediately before the date of the Damage to which such adjustments shall be made as may be necessary to provide for the trend of the Business and for variations in or special circumstances affecting the Business either before or after the Damage or which would have affected the Business had the Damage not occurred, so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the Damage would have been obtained during the relative period after the Damage.
8. **Standard Turnover** means the Turnover during that period in the twelve months immediately before the date of the Damage which corresponds with the Indemnity Period appropriately adjusted where the Indemnity Period exceeds twelve months to which such adjustments shall be made as may be necessary to provide for the trend of the Business and for variations in or special circumstances affecting the Business either before or after the Damage or which would have affected the Business had the Damage not occurred, so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the Damage would have been obtained during the relative period after the Damage.
9. **Estimated Gross Profit** means the amount declared by the Insured to the Insurer as representing not less than the Gross Profit which it is anticipated will be earned by the Business during the financial year most nearly concurrent with the Period of Insurance (or a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds twelve months).
10. **Rent Receivable** means the amount of the rent and other income received or receivable from the letting of the Premises and for services rendered thereat.
11. **Standard Rent Receivable** means the Rent Receivable during that period in the twelve months immediately before the date of the Damage which corresponds with the Indemnity Period appropriately adjusted where the Indemnity Period exceeds twelve months to which such adjustments shall be made as may be necessary to provide for the trend of the Business and for variations in or other circumstances affecting the Business either before or after the Damage or which would have affected the Business had the Damage not occurred, so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the Damage would have been obtained during the relative period after the Damage.
12. **Annual Rent Receivable** means the Rent Receivable during the twelve months immediately before the date of the Damage to which such adjustments shall be made as may be necessary to provide for the trend of the Business and for variations in or other circumstances affecting the Business either before or after the Damage or which would have affected the Business had the Damage not occurred, so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the Damage would have been obtained during the relative period after the Damage.
13. **Outstanding Debit Balances** means the amounts owed and unpaid to the Insured by their customers for goods sold and delivered and for services rendered in the course of the Business at the Premises. Outstanding Debit Balances shall include Value Added Tax.

Notes

1. To the extent that the Insured is accountable to the tax authorities for Value Added Tax all terms in this Section shall be exclusive of such tax unless otherwise specified.
2. For the purposes of these Definitions any adjustment implemented in current cost accounting shall be disregarded.

Conditions applicable to Section 2 – Business Interruption ("All Risks")

The following Conditions apply to this Section in addition to the General Conditions applicable to the

entire Policy. The titles of these paragraphs are for convenience only and do not lend any meaning to this contract.

1. **Automatic Reinstatement of Sum Insured**
   In consideration of the sum insured by any item hereof not being reduced by the amount of any loss the Insured shall pay the appropriate additional premium as requested by the Insurer on the amount of the loss from the date thereof to the date of the expiry of the Period of Insurance.
2. **Accountants**
   Any particulars or details contained in the Insured's books of account or other business books or documents which may be required by the Insurer for the purpose of investigation or verifying any claim hereunder may be produced by professional accountants – members of the Institute of Chartered Accountants and/or Institute of Public Certified Accountants or the like – if at the time they are regularly acting as such for the Insured and their report shall be prima facie evidence of the particulars and details to which such report relates. The Insurer will pay to the Insured the reasonable charges payable by the Insured to their professional accountants for producing such particulars or details or any other proofs, information or evidence as may be required by the Insurer under this Section and reporting that such particulars or details are in accordance with the Insured's books of account or other business books or documents provided that the sum of the amount payable under this clause and the amount otherwise payable under this Section shall in no case exceed the total sum insured by this Section.
3. **Accumulated Stocks**
   In adjusting any loss, account shall be taken and an equitable allowance shall be made if any shortage in Turnover due to the Damage is postponed by reason of the Turnover being temporarily maintained from accumulated stocks of finished goods.
4. **Temporary Removal (Documents)**
   Loss as insured by this Section resulting from interruption of or interference with the Business in consequence of Damage to plans, deeds, briefs, manuscripts, books, documents and office records whilst temporarily removed within the United Kingdom or Republic of Ireland shall be deemed to be loss resulting from Damage to property used by the Insured at the Premises, subject to a limit of €4,000 in respect of any one loss and in any one Period of Insurance.
5. **Alternative premises clause**
   If during the Indemnity Period the Business can or shall be conducted elsewhere than at the Premises or if goods can or shall be sold or services can or shall be rendered elsewhere than at the Premises for the benefit of the Business either by the Insured or by others on their behalf the money paid or payable in respect of such sales or services and rent at such other premises shall be brought into account in arriving at the Turnover and Rent Receivable during the Indemnity Period.
6. **Payments on Account**
   Payments on account may be made to the Insured during the Indemnity Period at the discretion of the Insurer.
7. **Subrogation Waiver**
   In the event of a claim arising under this Section, the Insurer agrees to waive any rights, remedies or relief to which they might become entitled by subrogation against any Subsidiary or Holding Company of the Insured, or any company which is a Subsidiary of a Holding Company of the Insured (in each case within Sections 7 and 8 of the Companies Act 2014). The Insurer agrees not to exercise any such rights of recovery in such other circumstances not permitted under section 23, 24 and 25 of the Consumer Insurance Contracts Act 2019 (Ireland).
8. **Premium Adjustment Clause**
   The first and annual premiums in respect of Gross Profit are provisional and are based on the Estimated Gross Profit.
   The Insured shall furnish to the Insurer not later than six months after the expiry of each period of insurance a declaration certified by the Insured's Auditors of the Gross Profit earned during the financial year most nearly concurrent with the period of insurance. If any Damage shall have occurred giving rise to a claim for loss of Gross Profit the above mentioned declaration shall be increased by the Insurer for the purpose of premium adjustment by the amount by which the Gross Profit was reduced during the financial year solely in consequence of the Damage.
   If the declaration (adjusted as provided above and proportionately increased where the Maximum Indemnity Period exceeds 12 months)
   (a) is less than the Estimated Gross Profit for the period of insurance the Insurer will allow a pro rata return of the premium paid on the Estimated Gross Profit but in each case not exceeding 50% of the relative premium
   (b) is greater than the Estimated Gross Profit for the relative period of insurance the Insured shall pay a pro rata addition to the premium paid on the Estimated Gross Profit.
9. **Rebate Clause**
   The premium paid hereon in respect of Rent Receivable may be adjusted on receipt by the Insurer of a declaration of the Rent Receivable earned during the financial year most nearly concurrent with the Period of Insurance, as reported by the Insured's auditors. If any Damage shall have occurred giving rise to a claim for loss of Rent Receivable the above mentioned declaration shall be increased by the Insurer for the purpose of premium

adjustment by the amount by which the Rent Receivable was reduced during the financial year solely in consequence of the Damage. If the declaration (adjusted as provided for above and proportionately increased where the Maximum Indemnity Period exceeds 12 months) is less than the sum insured on Rent Receivable for the relative period of insurance the Insurer will allow a pro rata return of premium not exceeding 50% of the premium paid.

10. **Renewal Clause**
The Insured shall prior to each renewal furnish the Insurer with the Estimated Gross Profit for the financial year most nearly concurrent with the ensuing year of insurance.

Extensions of cover under Section 2 – Business Interruption ("All Risks")

The following Extensions shall apply to this Section but the liability under each shall be limited to the amount shown in the Schedule in respect of any one occurrence.
Subject to the terms of the Policy loss as insured by this Section resulting from interruption of or interference with the Business in consequence of Damage (as within defined) at the undernoted situations or to property as undernoted shall be deemed to be loss resulting from Damage to property used by the Insured at the Premises:

i. **Failure of Public Utilities**
Accidental total or partial failure of water, gas, electricity, telecommunications or data transmission services at the terminal end of the service feed to the Premises of the Insured in consequence of Damage provided that the Insurer will not be liable:
   a) where such failure is for a period of less than six hours;
   b) as a result of any fault in any part of the installation of the Insured at the Premises;
   c) for any loss as a result of Damage not within the Territorial Limits;
   d) for any loss as a result of Damage to or of any satellite or non-land based system;
   e) for any loss sustained after 1 month from the commencement of the failure.

ii. **Unspecified Customers**
Property at the premises of any of the Insured's customers situate in The Republic of Ireland, Great Britain or Northern Ireland.

iii. **Unspecified Suppliers**
Property at the premises of any of the Insured's suppliers, manufacturers or processors of components, goods or materials but excluding the Premises of any supply undertaking from which the Insured obtains electricity, gas or water or telecommunications services all in The Republic of Ireland, Great Britain or Northern Ireland.

iv. **Prevention of Access**
Property in the vicinity of the Premises, Damage to which shall prevent or hinder the use of the Premises or access thereto, whether the Premises or property of the Insured therein shall have sustained Damage or not, but excluding Damage to property of any supply undertaking from which the Insured obtains electricity, gas or water or telecommunications services which prevents or hinders the supply of such services to the Premises.

v. **Transit**
Property of the Insured whilst in transit in The Republic of Ireland, Great Britain or Northern Ireland.

SECTION 3

Employers, Public and Products Liability

PART A – Employers Liability Insuring Agreement

It is agreed that if any Employee of the Insured sustains Bodily Injury during the Period of Insurance while employed within the Territorial Limits as defined in this Section and arising out of and in the course of their employment by the Insured in the Business, the Insurer will, subject to the terms, conditions, exclusions and limits contained herein or otherwise endorsed hereon:

A (i) indemnify the Insured against legal liability for damages and claimant's costs and expenses in respect of such Bodily Injury, other than liability attaching by virtue of a contract or agreement which would not have attached in the absence of such contract or agreement except as provided in B **(i)** below;

B (i) where any contract or agreement entered into by the Insured with any public authority, local authority, company, firm or person (hereinafter called the "Principal") so requires:

1. indemnify the Insured against liability arising in connection with and assumed by the Insured by virtue of such contract or agreement;
2. indemnify the Principal in like manner to the Insured in respect of the Principal's liability arising from the performance of such contract or agreement but only so far as concerns liability as described in PART A – Employers Liability to an Employee of the Insured provided that:
   - **(i)** the Insured shall have arranged with the Principal for the conduct and control of all claims to be vested in the Insurer;
   - **(ii)** the Principal shall as though they were the Insured observe fulfil and be subject to the terms, exclusions, limits, conditions and endorsements of this Policy in so far as they can apply.

The Insurer will also

1. pay all costs and expenses incurred with its written consent in respect of a claim against the Insured for damages and claimants costs and expenses to which the indemnity expressed in PART A – Employers Liability applies;
2. pay the solicitor's fee incurred with its written consent for representation of the Insured at proceedings in any court of summary jurisdiction arising out of any alleged breach of a statutory duty resulting in Bodily Injury which may be the subject of indemnity under PART A – Employers Liability.

Such costs and expenses shall be included within the Limit of Indemnity as stated in the Schedule against Employers Liability or as otherwise endorsed hereon.

PART B – Public Liability & PART C – Products Liability Insuring Agreement

The Insurer will, subject to the terms, conditions, exclusions and limits contained herein or otherwise endorsed hereon, indemnify the Insured against:

A all sums which the Insured becomes legally liable to pay as damages in respect of:
- **(i)** accidental Bodily Injury to any person (other than an Employee as within defined);
- **(ii)** accidental Damage to Property
- **(iii)** PART B – Public Liability occurring within the Territorial Limits during the Period of Insurance and happening in connection with the Business;
- **(iv)** PART C – Products Liability occurring within the Territorial Limits during the Period of Insurance and caused by Products sold or supplied by the Insured in connection with the Business from within Ireland, Northern Ireland, Great Britain, the Channel Islands or the Isle of Man;

B all costs and expenses:
- **(i)** recovered by any claimant against the Insured;
- **(ii)** incurred with the written consent of the Insurer in respect of a claim against the Insured for damages to which the indemnity expressed in PART B – Public Liability and PART C – Products Liability applies.

Such costs and expenses shall be in addition to the Limits of Indemnity stated in the Schedule against Public Liability and Products Liability or as otherwise endorsed hereon.

Limit of Indemnity – Section 3 – Employers, Public and Products Liability

The liability of the Insurer for all damages payable to the claimant or any number of claimants in respect of or arising out of one Occurrence or in respect of or arising out of all Occurrences of a series consequent on or attributable to one source or original cause shall not exceed the amounts specified in the Schedule as the Limits of Indemnity under Section 3 – Employers, Public and Products Liability or as otherwise endorsed hereon.

Definitions applicable to Section 3 – Employers, Public and Products Liability

The following Definitions apply to this Section in addition to the General Definitions applicable to the entire Policy.

1. **Bodily Injury** shall mean accidental bodily injury including death, illness or disease. It shall also include but not by way of limitation mental injury, mental anguish and shock.
2. **Business** shall mean that as described in the Schedule or as endorsed hereon and shall also include:
   (a) the repair and/or renovation of Property owned or occupied by the Insured but excluding any work of structural alteration, construction, reconstruction or demolition;
   (b) the repair and/or maintenance of plant and machinery owned by the Insured;
   (c) the provision and management of canteens, social, sports and/or welfare organisations for the benefit of the Insured's Employees and their families;
   (d) the provision of emergency first aid and medical services (other than by a qualified medical practitioner) and the provision of ambulance and fire services, security services and safety organisations;
   (e) private work carried out by an Employee for any director, partner or senior official provided such work is undertaken with the prior consent of the Insured and is not in pursuit of any trade or business.
3. **Damage** shall mean physical damage including physical loss, nuisance, trespass or obstruction.
4. **Deductible** shall mean the amount(s) specified in the Schedule under Section 3 – Employers, Public and Products Liability for which the Insured shall be responsible in respect of any Occurrence for which indemnity is provided by this Section. The Insured (if and when requested) shall as a condition precedent to their rights to be indemnified under Section 3 – Employers, Public and Products Liability lodge the amount of the Deductible or any lesser amount that may be required with the Insurer.
5. **Employee** shall mean:
   (a) any person under a contract of service or apprenticeship with the Insured;
   (b) any labour master or labour only sub-contractor or person supplied by them;
   (c) any self-employed person;
   (d) any person hired or borrowed by the Insured from any public authority, local authority, company, firm or individual;
   (e) any member of the Insured's family or household;
   (f) any person undergoing training, educational or work experience programmes whilst engaged and working under the direction and control of the Insured in connection with and in the course of the Business.
6. **Insured** shall mean that as detailed in the Schedule or as endorsed hereon and shall include at the Insured's request:
   (a) any director, partner or Employee of the Insured in respect of liability for which the Insured would have been entitled to indemnity under Section 3 – Employers, Public and Products Liability if the claim had been made against the Insured;
   (b) any officer, member or committee of the Insured's canteen, social, sports or welfare organisations, first-aid (other than a qualified medical practitioner), fire or ambulance service in their respective capacity as such;
   (c) in the event of the death of the Insured any personal representative of the Insured in respect of liability incurred by the Insured.
7. **Occurrence(s)** shall mean an event including continuous or repeated exposure to substantially the same harmful conditions which results in Bodily Injury or Property Damage.
8. **Offshore** shall mean embarkation onto a conveyance (whether it be airborne or waterborne) for transportation to an offshore structure or vessel until disembarkation from the conveyance on to land upon return from the said offshore structure or vessel.
9. **Products** shall mean any goods or products and/or part thereof (after they have ceased to be in the possession or under the control of the Insured) manufactured, constructed, installed, repaired, serviced, treated, sold, supplied or distributed by the Insured in connection with the Business including any container thereof or instructions provided therewith.
10. **Property** shall mean material or tangible property.
11. **Territorial Limits** shall mean:
    i. PART A – Employers Liability anywhere in or temporarily outside the Republic of Ireland, Northern Ireland, Great Britain, the Isle of Man or the Channel Islands provided always that the Insurer shall not be liable in respect of any action for damages brought against the Insured in a court of law outside the Republic of Ireland, Northern Ireland, Great Britain, the Isle of Man or the Channel Islands;
    ii. PART B – Public Liability anywhere in the territories comprising of the European Union and elsewhere in the world in respect of Business journeys undertaken in connection with the Business of the Insured by non-manual Employees normally domiciled within the territories comprising of the European Union provided always that:
       (a) the Insured does not temporarily or permanently own or occupy any premises elsewhere than within the territories

comprising of the European Union;

(b) the Insurer shall not be liable in respect of any action for damages brought against the Insured in a court of law outside those territories comprising of the European Union.

iii. PART C – Products Liability anywhere in the world provided always that:

(a) the Insured does not temporarily or permanently own or occupy any premises elsewhere than within the territories comprising of the European Union;

(b) the Insurer shall not be liable in respect of any action for damages brought against the Insured in a court of law outside those territories comprising of the European Union.

Exclusions applicable to Section 3 – Employers, Public and Products Liability

The under noted Exclusions apply in addition to the General Exclusions applicable to the entire Policy and only to those parts of this Section as specified.

PART A – EMPLOYERS LIABILITY **Exclusions 1, 2 & 12(A)**
PART B – PUBLIC LIABILITY **Exclusions 1, 2, 3, 4, 5, 6, 7, 8 & 12(b)**
PART C – PRODUCTS LIABILITY **Exclusions 2, 3, 4, 6, 9, 10, 11 & 12(b)**

The Indemnity expressed in Section 3 – Employers, Public and Products Liability shall not apply to liability:

1. for which compulsory insurance cover or security is required under the Road Traffic Act 1961 and/or any subsequent amending legislation.
2. arising in connection with work on Offshore installations or transit thereto or therefrom.
3. in respect of Bodily Injury sustained by any Employee of the Insured and arising out of and in the course of such person's employment or service with the Insured.
4. assumed by the Insured by any contract or agreement and which would not have attached in the absence of any such contract or agreement.
5. in respect of the costs of making good defective workmanship or defective materials or arising out of the consequences of defective workmanship or defective materials other than the Insured's legal liability as expressed in PART B – Public Liability in respect of accidental Bodily Injury or Damage to Property resulting from such defective workmanship or defective materials.
6. in respect of a deliberate, wilful act or omission of the Insured or any Director, Partner or Employee of the Insured and which could reasonably have been expected having regard to the nature and circumstances of such act or omission.
7. in respect of Damage to Property:
   (a) belonging to the Insured;
   (b) held in trust by or in the charge or under the control of the Insured or any Employee of the Insured;
   (c) being that part of any Property on which the Insured or any Employee of the Insured is or has been working if that Damage results directly from such work;
   (d) caused by vibration or by the removal or weakening of support to any land, Property, building or any liability arising in consequence of such Damage.
8. in respect of Bodily Injury to any person and/or Damage to Property caused by or in connection with or arising from:
   (a) the ownership or possession or use by or on behalf of the Insured of any mechanically propelled vehicle and/or trailer or water or airborne vessel or craft or the loading or unloading thereof or the delivery or collection of goods in connection with such ownership or possession or use but this Exclusion shall not operate in respect of liability for Bodily Injury or Damage occasioned beyond the limits of any carriageway or thoroughfare in connection with the bringing of a load to or the removal of a load from any vehicle and/or trailer owned by or under the control of the Insured;
   (b) any passenger lift, elevator or escalator owned by the Insured or for the maintenance of which the Insured is responsible unless such equipment is inspected and maintained in accordance with statutory requirements;
   (c) an accident to any vessel or craft in consequence of the condition or unsuitability of any berth, docking or mooring;
   (d) remedial or professional or other advice or treatment (other than medical first-aid treatment) given, administered or omitted by or on behalf of the Insured for a fee and/or where a fee would normally be charged;
   (e) any Products that have ceased to be in the possession or under the control of the Insured but this Exclusion shall not apply to food or beverages served for consumption on any of the Insured's premises to which this Policy applies;
   (f) libel or slander or infringement of plans, copyright, patent, trade name, trade mark or registered design;
   (g) pollution or contamination of air, water or soil but this exclusion will not apply:
   (i) if it can be demonstrably proved to have been caused by an immediate, sudden and unforeseen discharge consequent upon an accident; or
   (ii) if due to defective drains, sewers or sanitary arrangements.
   All pollution or contamination which arises out of one incident shall be deemed to have

occurred at the time such incident takes place.
The liability of the Insurer for damages payable in respect of all claims arising out of pollution or contamination which is deemed to have occurred during the Period of Insurance shall not exceed the Limit of Indemnity as stated in the Schedule in respect of any one Occurrence and in the aggregate in any one Period of Insurance.

(h) the bursting and/or explosion of any pressure part of:
   (i) any steam boiler or any economiser;
   (ii) any vessel or apparatus (other than any steam turbine or engine or other steam driven machinery) intended to operate under steam pressure belonging to or under the control of the Insured or any Employee of the Insured.

9. (a) Products obtained on terms which prevent the Insured exercising the rights of recovery against their supplier or any other party;
   (b) the design, plan, formula and/or specification of the Products or information, advice or instruction given solely for a fee and/or where a fee would normally be charged on their use, characteristics, storage and/or application;
   (c) the cost of repairing, replacing, reinstating, recalling, removing and/or rectifying any Products sold, supplied, repaired, renovated, altered, serviced, tested, processed, let out on hire or treated by or to the order of the Insured.
10. Damage to Property caused by or arising from the failure of any Products to perform their intended function.
11. Bodily Injury or Damage to Property caused by any of the Insured's Products which with the Insured's knowledge are incorporated into any mechanically propelled vehicle, aircraft, aerial device, hovercraft or watercraft.
12. Asbestos exposures as detailed below PART A – Employers Liability arising directly or indirectly or caused by or alleged to be caused by or contributed to in whole or in part by or arising out of the manufacture of, mining of, use of, sale of, installation of, survey or investigation of, management of, removal of and/or distribution of asbestos products, asbestos fibres or asbestos dust or property or materials containing any of the foregoing including without limitation all liability to pay claimants' or the Insured's legal costs and expenses or any other costs and expenses howsoever incurred in the investigation, defence and/or settlement of any claim against the Insured or in respect of any other inquest, inquiry, enforcement, action or proceedings in which the Insured may be involved in relation to any of the foregoing PART B – Public Liability and PART C – Products Liability arising directly or indirectly or caused by or alleged to be caused by or contributed to in whole or in part by or arising out of the manufacture of, mining of, use of, sale of, installation of, survey or investigation of, management of, removal of, distribution of, existence of or exposure to asbestos products, asbestos fibres or asbestos dust or property or materials containing any of the foregoing including without limitation all liability to pay claimants' or the Insured's legal costs and expenses or any other costs and expenses howsoever incurred in the investigation, defence and/or settlement of any claim against the Insured or in respect of any other inquest, inquiry, enforcement, action or proceedings in which the Insured may be involved in relation to any of the foregoing.

Conditions applicable to Section 3 – Employers, Public and Products Liability

The following Conditions apply to this Section in addition to the General Conditions applicable to the entire Policy. The titles of these paragraphs are for convenience only and do not lend any meaning to this contract.

1. **Discharge of Liability**
   The Insurer may at any time pay to the Insured the Limit of Indemnity as shown in the Schedule against Employers, Public and/or Products Liability or as endorsed hereon (less any sum or sums paid as compensation) or any lesser amount for which any claim or claims arising from such Occurrence can be settled and upon such payment the Insurer shall be under no further liability in connection with such claim or claims.
2. **Adjustment of Premium**
   If the first premium and all renewal premiums that may be accepted are to be regulated by any estimates furnished by the Insured then the Insured shall record and keep an accurate record containing all particulars relative thereto and shall at all times allow the Insurer to inspect such records. Within one month of expiry of each Period of Insurance the Insured shall supply the Insurer with a correct account of all such particulars and information certified by the Insured's auditors if so required by the Insurer. The premium for such period will thereupon be adjusted and the difference in premium shall be met by a further proportionate payment to the Insurer or by a refund by the Insurer as the case may be but subject to any minimum premium requirement.

Risk Management Conditions

1. **Bona-Fide Sub Contractors**
   It is a condition precedent to the Insurer's liability that when the Insured enters into any form of

contract with a Bona-fide Subcontractor, the Insured shall obtain written evidence that the Bona-fide Subcontractor has a current Public Liability insurance policy in force, the limit of indemnity under which is equal to or greater than the Insured's Public Liability Limit of Indemnity under this Policy. This evidence should include:

(a) details of the insurer providing public liability cover;
(b) the policy number relating to public liability cover provided by the insurer;
(c) the inception and expiry dates of the insurance policy;
(d) details of the Public Liability indemnity limit provided by this insurance, such written evidence to be retained by the Insured for a period of no less than 5 years.

Extensions of Cover under Section 3 – Employers, Public and Products Liability

1. **Cross Liability**
The words the "Insured" wherever they appear shall for the purpose of Section 3 – Employers, Public and Products Liability apply to each party described as the Insured in the Schedule as if a separate policy had been issued to each and the Insurer agrees to waive all rights of subrogation or action which it may have or acquire against any of the parties arising out of any Occurrence in respect of which a claim is admitted under this Section provided that:
(a) the Insurer will not indemnify the Insured in respect of liability for which an indemnity is or would be granted under any other Employers' Liability insurance but for the existence of this Policy;
(b) the party to be indemnified is not entitled to indemnity under any other policy;
(c) the total liability of the Insurer in respect of any or all of the parties comprising the Insured shall not exceed the Limits of Indemnity as stated in the Schedule of this Policy relating to Section 3 - Employers, Public and Products Liability.

2. **Waiver of Subrogation Rights**
In the event of a claim arising under this Section the Insurer agrees to waive any rights, remedies or relief to which they might become entitled by way of subrogation against:
(a) any Company standing in relation of Parent to Subsidiary to the Insured as defined in Sections 7 and 8 of the Companies Act 2014;
(b) any Company standing in relation of Subsidiary to Parent to the Insured as defined in Sections 7 and 8 of the Companies Act 2014;
(c) any Company which is a Subsidiary of a Parent Company of which the Insured are themselves a Subsidiary in each case within the meaning of Sections 7 and 8 of the Companies Act 2014.

3. **Property in Custody or Control**
Notwithstanding anything contained in Exclusions 4 and 7. **(b)** of Section 3 the indemnity as provided by PART B – Public Liability shall apply in respect of Damage to:
(a) the personal effects of the Insured's Employees or visitors;
(b) buildings (including contents therein) not owned by or leased, hired or rented to the Insured and which are temporarily occupied by the Insured for the purposes of cleaning, maintenance, alteration or repair;
(c) buildings leased, hired or rented to the Insured in connection with the Business provided that such lease, hire or rental is the subject of a written contract. This indemnity will not apply in respect of Damage caused by fire or any other peril against which the written contract stipulates that insurance shall be effected by or on behalf of the Insured.

4. **Car Park Liability**
Notwithstanding anything contained in Exclusion 7. **(b)** of Section 3, the indemnity shall apply in respect of Damage to motor vehicles (including the contents therein) not belonging to or loaned, leased or hired to the Insured whilst such vehicles are within, entering or leaving the car parking area provided by the Insured provided always that the Insurer shall not be liable for Damage due to the movement of such vehicles by any Employee of the Insured.

5. **Indemnity to Principal**
Notwithstanding anything contained to the contrary in Section 3, it is agreed that the indemnity as provided by PART B and PART C of this Section will extend to indemnify any public authority, local authority, company, firm, individual or other party (hereinafter called the "Principal(s)") in respect of all sums which the Principal(s) shall become legally liable to pay in respect of accidental Bodily Injury or accidental Damage to Property as within defined caused by:
(a) any negligence of the Insured or any person in the service of the Insured whilst engaged on work in connection with the Business which the Insured is performing under contract with the said Principal(s);
(b) any defect in machinery or plant owned by the Insured which is being used in connection with such work provided always that:
(i) the Principal(s) are not entitled to indemnity under any other policy;
(ii) the Principal(s) shall as though they were the Insured observe, fulfil and be subject to the terms, exclusions, limits and conditions of the Policy insofar as they can apply;

(iii) the Insurer shall have the full conduct and control of all claims in respect of which indemnity is provided by this endorsement;

(iv) the limit of the Insurer's liability as stated in the Limits of Indemnity shall not be increased by this extension and the indemnity shall apply in priority to the Insured.

The Insurer agrees not to exercise any such rights of recovery in such other circumstances not permitted under section 23, 24 and 25 of the Consumer Insurance Contracts Act 2019 (Ireland).

6. **Safety Health and Welfare at Work Act**

The Insurer with their written consent will indemnify the Insured under PART A – Employers Liability in respect of legal costs and expenses incurred in the defence of any criminal proceedings brought against the Insured for a breach of the Safety Health and Welfare at Work Act 2005 or amending legislation committed or alleged to have been committed during the Period of Insurance in the course of the Business of the Insured including legal costs and expenses incurred with the written consent of the Insurer in an appeal against a conviction arising from such proceedings provided always that**:**

(a) the Insurer will not provide an indemnity against a prosecution which arises out of any activity or risk excluded by PART A – Employers Liability;

(b) no indemnity will be provided against any claim or claims:

(i) brought about or contributed to by any deliberate act or omission by or on behalf of the Insured if the result thereof could reasonably have been expected by the Insured having regard to the nature and circumstances of such act or omission;

(ii) for any fines or penalties imposed upon the Insured;

(iii) in respect of which indemnity is provided by any other insurance;

(iv) for any Deductible amount referred to in the Schedule against Employers Liability;

(c) this extension will not serve to increase any of the Limits of Indemnity set out in the Schedule against Employers Liability.

7. **Wrongful Arrest**

Notwithstanding anything contained to the contrary in this Section of the Policy it is agreed that PART B – Public Liability will extend to indemnify the Insured against loss by reason of the liability imposed by law upon the Insured on account of "Wrongful Arrest" (as hereinafter defined) committed or alleged to have been committed during the Period of Insurance. However, the maximum amount for which the Insurer may be liable shall be limited to €63,500 in respect of any one Occurrence and in the aggregate in any one Period of Insurance. The Insurer also agrees to reimburse the Insured for the amount of any "Costs" (which expression shall mean all investigation, adjustment and legal expenses) incurred by the Insured in the investigation, adjustment and defence of any claims or proceedings which may be brought against the Insured even if such claims or proceedings are groundless or fraudulent.

The extension in cover as granted hereby shall, however, be limited to claims by persons being arrested or under arrest. The term "Wrongful Arrest" shall mean:

(a) assault and battery committed or alleged to have been committed at the time of making or attempting to make an arrest or in resisting an overt attempt to escape by a person under arrest before such person has been or could be placed in the custody of a law enforcement officer;

(b) libel or slander, false imprisonment, malicious prosecution either:

(i) committed or alleged to have been committed directly in connection with an arrest; or

(ii) arising out of the investigation of acts or shoplifting or theft.

Acts committed or alleged to have been committed by any person employed by the Insured in or about the conduct of operations by or on behalf of the Insured shall be deemed to have been committed by the Insured.

The indemnity hereby given shall not apply to:

(i) liability assumed by the Insured under any written contract or agreement unless the Insurer has given its written agreement thereto;

(ii) claims or suits made or brought against the Insured by any officers, directors, partners, Employees or agents of the Insured;

(iii) claims arising out of any dishonest, fraudulent or criminal act of the Insured or any Employee or agent of the Insured;

(iv) claims arising out of acts, services or the performances of duties in connection with riots, civil commotions or mob actions or in the control, suppression or prevention thereof.

SECTION 4

Management Protector

PART A – Directors & Officers Liability Insuring Agreement

The Insurer shall pay the Loss of each Insured Person resulting from any Claim first made against the Insured Person during the Period of Insurance for any Wrongful Act in the Insured Person's capacity as a Director, Officer or employee of the Company except for and to the extent that the Company has indemnified the Insured Person.
Subject to the terms and conditions of Section 4 PART A and the Policy, the Insurer shall advance Defence Costs resulting from any Claim before its final resolution.

Definitions applicable to Section 4 PART A – Directors and Officers Liability

The following Definitions apply to Section 4 PART A in addition to the General Definitions applicable to the entire Policy.

1. **Claim** means:
   (a) any suit or proceeding brought by any person or organisation against an Insured Person for monetary damages or other relief, including non- pecuniary relief;
   (b) any written demand from any person or organisation that it is the intention of the person or organisation to hold an Insured Person responsible for the results of any specified Wrongful Act;
   (c) any criminal prosecution brought against an Insured Person;
   (d) any administrative or regulatory proceeding or official investigation regarding any specified Wrongful Act of an Insured Person.
   Any Claim or Claims arising out of, based upon or attributable to a Single Wrongful Act shall be considered to be a single Claim for the purposes of Section 4 PART A.
2. **Company** means the Insured specified in the Schedule and any subsidiary, division, sector, region, product group or other internal company structure or segment detailed in an organisation chart or similar document and which has been granted this status by the Insured or any Subsidiary before the date of the Wrongful Act.
3. **Defence Costs** means reasonable and necessary fees, costs and expenses incurred with the written consent of the Insurer (including premiums for any appeal bond, attachment bond or similar bond, but without obligation to apply for or furnish any bond) resulting solely from the investigation, adjustment, defence and appeal of any Claim but shall not include the salary of any Insured Person.
4. **Director** or **Officer** means any natural person duly appointed or elected as a director or officer of the Company.
5. **Insured Person** shall mean any natural person who was, is, or shall become a Director or Officer of the Company. Cover will automatically apply to any natural person who becomes a Director or Officer after the inception date of this Policy. Insured Person shall include any employee of the Company, but only for a Claim or Claims alleging Wrongful Act(s) committed by the employee in a managerial or supervisory capacity.
6. **Loss** means damages, judgments, settlements and Defence Costs; however, Loss shall not include civil or criminal fines or penalties imposed by law, non- compensatory damages including punitive or exemplary damages (other than damages awarded for libel and slander), taxes, any amount for which the Insured Person is not legally liable or matters which may be considered uninsurable under the law pursuant to which this Policy shall be construed. Damages, judgments, settlements and Defence Costs incurred in more than one Claim against the Insured Person but resulting from a Single Wrongful Act shall constitute a single Loss.
7. **Pending and Prior Litigation Continuity Date** means the date from which the Insured has maintained uninterrupted cover with the Insurer, or with any other insurer if the initial proposal form submitted to such insurer is provided to and accepted by the Insurer at the inception of this Policy, or such other date as agreed with the Insurer.
8. **Pollutants** include (but are not limited to) any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapour, soot, fumes, acids, alkalis, chemicals and waste. Waste includes (but is not limited to) material to be recycled, reconditioned or reclaimed.
9. **Security** means any note, stock, bond, debenture, evidence of indebtedness, share or other equity or debt security of the Company, and shall include any certificate of interest or participation in, receipt for, warrant or other right to subscribe to or purchase, voting trust certificate relating to, certificate of deposit for, or other interest in any of the foregoing.

10. **Single Wrongful Act** means a Wrongful Act or any related, continuous or repeated Wrongful Acts, whether committed by the Insured Person individually or by more than one Insured Person and whether directed to or affecting one or more than one person or legal entity.
11. **Subsidiary** means companies in which the Insured either directly or indirectly through one or more of its Subsidiaries:
    (a) controls the composition of the board of directors; or
    (b) controls more than half of the voting power; or
    (c) holds more than half of the issued share capital.

    Cover for any Claim against any of the Directors, Officers and employees of any Subsidiary shall apply only for Wrongful Act(s) committed while such company is a Subsidiary of the Insured. However, upon written request by the Insured, the Insurer shall consider, after assessment and evaluation of the increased exposure, granting cover for Wrongful Act(s) committed prior to the acquisition of the Subsidiary by the Insured.
12. **Wrongful Act** means any actual or alleged breach of duty, breach of trust, neglect, error, misstatement, misleading statement, omission, breach of warranty of authority or other act by the Directors, Officers or employees in their respective capacities as a Director, Officer or employee of the Company, or any matter claimed against them solely because of their status as a Director, Officer or employee of the Company.

Exclusions applicable to Section 4 PART A – Directors and Officers Liability

The following Exclusions apply to Section 4 PART A in addition to the General Exclusions applicable to the entire Policy.
The Insurer shall not be liable to make any payment for Loss in connection with any Claim made against the Insured Person:

1. arising out of, based upon or attributable to:
    (a) the gaining in fact of any personal profit or advantage to which the Insured Person was not legally entitled;
    (b) the committing in fact of any dishonest or fraudulent act.

    For the purpose of determining the applicability of these exclusions, the Wrongful Act of any Insured Person shall not be imputed to any other Insured Person. These exclusions shall only apply if it is established through a judgment, or any other final adjudication adverse to the Insured Person, or any admission by an Insured Person that the relevant conduct did in fact occur.
2. arising out of, based upon or attributable to the facts alleged or to the same or related Wrongful Act(s) alleged or contained in any Claim which has been reported or in any circumstances of which notice has been given under any policy of which this Policy is a renewal or replacement or which it may succeed in time.
3. arising out of, based upon or attributable to any pending or prior litigation as of the Pending and Prior Litigation Continuity Date, or alleging or deriving from the same or essentially the same facts as alleged in the pending or prior litigation.
4. which are brought by or on behalf of any Insured Person or the Company; provided, however, that this Exclusion shall not apply to:
    (a) any Claim brought or maintained by an Insured Person for contribution or indemnity, if the Claim directly results from another Claim otherwise covered under Section 4 PART A;
    (b) any shareholder derivative action brought or maintained on behalf of the Company without the solicitation, assistance or participation of any Insured Person or the Company;
    (c) any Claim brought or maintained by any former Director, Officer or employee of the Company.
5. arising out of, based upon or attributable to or in any way involving, directly or indirectly, the actual, alleged or threatened discharge, dispersal, release or escape of Pollutants; or any direction or request to test for, monitor, clean up, remove, contain, treat, detoxify or neutralise Pollutants, nuclear material or nuclear waste. Provided, however, that this Exclusion shall not apply to Defence Costs incurred by any Insured Person unless on or before the inception date of the first Period of Insurance of this Policy, the Company or any Insured Person with managerial responsibilities over environmental affairs, control or compliance, knew or could have reasonably foreseen that there existed any situation, circumstance or Wrongful Act which could have given rise to a Claim against the Company, or any Insured Person.
6. in a capacity as trustee or fiduciary under law (statutory or non-statutory including common law) or administrator of any pension, profit sharing or employee benefits programme, including but not limited to an actual or alleged violation of the responsibilities, obligations or duties imposed by the Pensions Act 1990 and any amendments thereto or any similar provisions of the law of the Republic of Ireland, common or statutory, or European Union Legislation.
7. for bodily injury, sickness, disease, death or emotional distress of any person, or damage to or destruction of any tangible property, including loss of use thereof.
8. arising out of, based upon or attributable to any legal action or litigation brought in a court of law constituted in the United States of America or Canada or arising out of the activities of the

Company in the United States of America or Canada.

9. alleging, arising out of, based upon or attributable to the Company's or an Insured Person's performance of or failure to perform professional services for others for a fee, or any act, error, or omission relating thereto.
10. arising out of, based upon or attributable to any claim made against the Insured Person which is brought by or on behalf of whether directly or derivatively any individual or entity that owns or controls (whether beneficially, directly or indirectly) 15% or more of the issued and outstanding voting share capital of the Company.

Conditions Applicable to Section 4 PART A – Directors and Officers Liability

The following Conditions apply to Section 4 PART A in addition to the General Conditions applicable to the entire Policy. The titles of these paragraphs are for convenience only and do not lend any meaning to this contract.

1. **New Subsidiary Cover**
   If during the Period of Insurance the Insured acquires or creates a Subsidiary then the Insured shall give the Insurer sufficient details to permit the Insurer to assess and evaluate the Insurer's potential increase in exposure. The Insurer shall be entitled to amend the Section terms and conditions, during the Period of Insurance, including by charging of a reasonable additional premium.
2. **Changes in Risk During Period of Insurance**
   If during the Period of Insurance, the Company decides to make an initial offering of its Securities in any jurisdiction, whether its Securities are already traded or not, by any means, public or private, then as soon as the information is publicly available, the Company shall provide the Insurer with any prospectus or offering statement for the Insurer's evaluation and assessment of the increased exposure of the Insured and the Insurer shall be entitled to amend the terms and conditions of Section 4 PART A and/or charge a reasonable additional premium reflecting the increase in exposure.
   At the Insured's request, prior to the public announcement of such Securities offering, the Insurer shall evaluate and assess the increased exposure and advise of all necessary amendments to the terms and conditions of Section 4 PART A and additional premium. In this event and at the request of the Insured, the Insurer will enter into a confidentiality agreement with the Insured relating to any information provided regarding the proposed Securities offering.
3. **Limit of Indemnity**
   The Limit of Indemnity specified in the Schedule is the total aggregate limit of the Insurer's liability for all Loss, arising out of all Claims made against all Insured Persons under Section 4 PART A. Loss arising from any Claim which is made subsequent to the Period of Insurance which pursuant to Condition 4 below is considered made during the Period of Insurance shall also be subject to the same total aggregate limit of liability. Defence Costs are not payable by the Insurer in addition to the total aggregate limit of liability. Defence Costs are part of Loss and are subject to the total aggregate limit of liability for Loss.
4. **How to Give Notice and Report a Claim**
   (a) Notice of a Claim or of circumstances which may result in a Claim shall be given in writing to Financial Lines Claims, AIG Europe S.A., 30 North Wall Quay, International Financial Services Centre, Dublin 1, Ireland, facsimile to 01 283 7774. If posted the date of posting shall constitute the date that notice was given, and proof of posting shall be sufficient proof of notice.
   (b) The Company or the Insured Person shall, as a condition precedent to the obligations of the Insurer under Section 4 PART A, give written notice to the Insurer of any Claim made against an Insured Person as soon as practicable and either:
      (i) any time during the Period of Insurance; or
      (ii) within 30 days after the end of the Period of Insurance as long as such Claim(s) is reported no later than 30 days after the date such Claim was first made against an Insured Person.
   (c) If, during the Period of Insurance, written notice of a Claim against an Insured Person has been given to the Insurer pursuant to the terms and conditions of Section 4 PART A, then any Claim arising out of, based upon or attributable to the facts alleged in the Claim previously notified to the Insurer or alleging a Single Wrongful Act which is the same as or related to any Wrongful Act alleged in the previously notified Claim, shall be considered made against the Insured Person and reported to the Insurer at the time the first notice was given.
   (d) If during the Period of Insurance the Company or the Insured Person becomes aware of any circumstances which may reasonably be expected to give rise to a Claim being made against an Insured Person and gives written notice to the Insurer of the circumstances and the reasons for anticipating a Claim, with full particulars as to dates and persons involved, then any

Claim which is subsequently made against an Insured Person and reported to the Insurer arising out of, based upon or attributable to the circumstances or alleging any Wrongful Act which is the same as or related to any Wrongful Act alleged or contained in those circumstances, shall be considered made against the Insured Person and reported to the Insurer at the time the notice of the circumstances was first given.

5. **How Defence Will Be Conducted**

The Insured Person shall have the right and duty to defend and contest any Claim. The Insurer shall have the right to effectively associate with the Insured Person and the Company in the defence and settlement of any Claim that appears reasonably likely to involve the Insurer, including but not limited to effectively associating in the negotiation of any settlement.

The Insured Person shall not admit or assume any liability, enter into any settlement agreement, stipulate to any judgment or incur any Defence Costs without the prior written consent of the Insurer as a condition precedent to the Insurer's liability for Loss arising out of the Claim. Only those settlements, stipulated judgments and Defence Costs which have been consented to by the Insurer shall be recoverable as Loss under the terms of Section 4 PART A. The Insurer's consent shall not be unreasonably withheld, provided that the Insurer shall be entitled to effectively associate in the defence and the negotiation of any settlement of any Claim in order to reach a decision as to reasonableness.

The Company and the Insured Person shall give the Insurer full co-operation and all information as it may reasonably require as a condition precedent to the Insurer's liability for Loss arising out of the Claim. In the event that a dispute arises between the Insurer and the Insured Person regarding whether or not to contest any legal proceedings, neither the Insured Person nor the Company shall be required to contest any legal proceedings unless a Senior Counsel or equivalent (to be mutually agreed by the Insured and the Insurer) shall advise that the proceedings should be contested. The cost of the Senior Counsel shall be borne by the Insurer.

6. **Allocation**

(a) The Insurer has no obligation under Section 4 PART A for Defence Costs incurred by the Company, or any judgements rendered against or settlements by the Company, or any obligation to pay Loss arising out of any legal liability that the Company has to the third party claimant. Accordingly, with respect to:

(i) Defence Costs jointly incurred by;

(ii) any joint settlement made by; and/or

(iii) any adjudicated judgement of joint and several liability rendered against the Company and any Insured Person, the Company and the Insured Person and the Insurer agree to use their best efforts to determine a fair and proper allocation of the amounts as between the Company and the Insured Person and the Insurer, taking into account the relative legal and financial exposures of and the relative benefits obtained by the Insured Person and the Company.

(b) In the event that any Claim involves both covered matters and matters not covered under Section 4 PART A, a fair and proper allocation of any Defence Costs, judgements and/or settlements shall be made between the Company, the Insured Person and the Insurer taking into account the relative legal and financial exposures attributable to covered matters and matters not covered under Section 4 PART A.

(c) In the event that a determination as to the amount of Defence Costs to be advanced to the Insured Person under Section 4 PART A cannot be agreed to, then the Insurer shall advance Defence Costs which the Insurer states to be fair and proper until a different amount shall be agreed upon or determined pursuant to the provisions of Section 4 PART A and applicable law.

7. **Subrogation**

In the event of any payment under Section 4 PART A, the Insurer shall be subrogated to the extent of such payment to all of the Company's and the Insured Person's rights of recovery in respect of the payment, and the Company and the Insured Person shall execute all papers required and shall do everything that may be necessary to secure any rights including the execution of any documents necessary to enable the Insurer effectively to bring suit in the name of the Company and/or the Insured Person.

Without prejudice to the aforementioned, the Insurer agrees not to exercise any such rights of recovery in such other circumstances not permitted under section 23, 24 and 25 of the Consumer Insurance Contracts Act 2019 (Ireland).

8. **Notice and Authority**

It is agreed that the Insured shall act on behalf of its Subsidiaries and all Insured Persons with respect to the giving and receiving of notice under Section 4 PART A, including the giving of notice of Claim, the payment of premiums that may become due under Section 4 PART A and the receipt and acceptance of any Endorsements issued to form a part of Section 4 PART A.

10. **Assignment**

Section 4 PART A and any rights hereunder cannot be assigned without written consent of the Insurer.

SECTION 4

Management Protector

PART B – Fidelity & Computer Fraud Insuring Agreement

The Insurer shall indemnify the Insured for its Loss Discovered during the Period of Insurance following:

1. **Employee Dishonesty**
   Loss of Money, Securities or other property, to the Limit of Indemnity specified in the Schedule resulting directly from one or more fraudulent or dishonest acts committed by an Employee during the course of his or her employment by the Insured, provided always that such fraudulent or dishonest acts are committed during the Period of Insurance and within the Territorial Limits, by an Employee with the principal intent:
   (a) to cause the Insured to sustain such Loss and
   (b) to obtain financial benefit for the Employee, or for any other person or organisation intended by the Employee to receive such benefit, other than salaries or salary increases, commissions, fees, bonuses, promotions, awards, profit sharing, pensions or other employee benefits earned in the normal course of employment.
2. **Third Party Computer and Funds Transfer Fraud**
   The Theft of Money, Securities or other property by Computer Fraud; or the Theft of any of the Insured's funds from their Transfer Account through Fraudulent Transfer Instructions up to the Limit of Indemnity specified in the Schedule.

Definitions applicable to Section 4 PART B – Fidelity & Computer Fraud

The following Definitions apply to Section 4 PART B in addition to the General Definitions applicable to the entire Policy.

1. **Associated Company** means a company in which the Insured owns more than 20% of the share capital and retains Management Control.
2. **Computer Fraud** means the wrongful conversion of assets under the direct or indirect control of the Insured's computer system by means of the direct fraudulent accessing of such computer system by persons other than Employees and:
   (a) the insertion of fraudulent data or instructions into such computer system; or
   (b) fraudulent alteration of data, programs or routines in such computer system.
3. **Discovered** or **Discovery** means when any Insured or any of the Insured's directors, partners, officers, departmental directors, senior managers, trustees or equivalent of any Insured first have knowledge of any act, omission or event which could reasonably be foreseen to give rise to a Loss covered by Section 4 PART B even though the exact amount or details of such Loss are not known at the time of Discovery. Such Discovery shall constitute Discovery by every Insured.
4. **Employee** means:
   (a) any person under a contract of service or apprenticeship with the Insured;
   (b) any labour master or labour only sub-contractor or person supplied by them;
   (c) any self-employed person;
   (d) any person hired or borrowed by the Insured from any public authority, local authority, company, firm or individual;
   (e) any member of the Insured's family or household;
   (f) any person undergoing training educational or work experience programmes whilst engaged and working under the direction and control of the Insured in connection with and in the course of the Business.
5. **Financial Institution** means a bank, savings or similar investment institution at which the Insured maintains a Transfer Account.
6. **Fraudulent Transfer Instructions** mean: in respect of electronic instructions: fraudulent electronic, telegraphic, cable, teletype, Tested telex, Tested facsimile or telephone instructions to a Financial Institution to debit a Transfer Account and to transfer, pay or deliver funds from such account, which instructions purport to have been transmitted by the Insured or by a person duly authorised by the Insured to issue such instructions but which have been fraudulently transmitted by another; and in respect of written instructions: fraudulent written instructions to a Financial Institution to debit a Transfer Account and to transfer, pay or deliver funds for such account through an electronic funds transfer system at specified times or under specified conditions, which written instructions purport to have been duly issued by the Insured but which have been fraudulently issued, forged or altered by another.
7. **Insured** means the Insured named in the Schedule and includes any existing Subsidiary or

Associated Company.

8. **Loss** means the direct financial loss sustained by the Insured as a result of any single act, single omission, or single event, or series of related or continuous acts, omissions or events. A series of related or continuous acts or omissions or events up to the time of Discovery shall be treated as a single act, omission or event.
   Notwithstanding the above, Loss shall not include salaries, fees, commission, bonuses and similar employee benefits earned in the normal course of employment, including salary increases and promotions, other than bonuses, commissions or profit sharing paid to an Employee for a specific transaction with which such Employee was involved and in respect of which that Employee had committed a fraudulent or dishonest act covered hereunder.
9. **Management Control** means that the Insured controls the day-to-day management of the relevant entity.
10. **Money** means currency, coins, bank notes and bullion and travellers' cheques, register cheques and money orders held for sale to the public.
11. **Securities** means all negotiable and non-negotiable instruments or contracts representing either money or property and includes revenue and other stamps in current use, tokens and tickets, but does not include Money.
12. **Subsidiary** means any company in which the Insured either directly, or indirectly through one or more of its subsidiaries:
    (a) controls the composition of the board of directors;
    (b) controls more than half of the voting power; or
    (c) holds more than half of the issued share capital.
    An entity ceases to be a Subsidiary when none of the foregoing conditions applies. Cover for any Subsidiary shall only apply in respect of Loss Discovered for any act, omission or event committed whilst such entity is a Subsidiary of the Insured.
13. **Tested** means a method of authenticating the contents of a communication between the Insured and a Financial Institution for the purpose of protecting the integrity of the communication.
14. **Theft** means the dishonest appropriation of property belonging to the Insured with the intention of permanently depriving the Insured of that property.
15. **Transfer Account** means an account, maintained by the Insured at a Financial Institution, from which the Insured or the Insured's authorised representatives may cause the transfer, payment or delivery of funds:
    (a) by means of electronic, telegraphic, cable, teletype, Tested telex, Tested facsimile or telephone instructions (communicated directly or through a cash management service or funds transfer system); or
    (b) by means of written instructions establishing the conditions under which such transfers are to be initiated by such Financial Institution through an electronic funds transfer system.

Exclusions applicable to Section 4 PART B – Fidelity & Computer Fraud

The following Exclusions apply to Section 4 PART B in addition to the General Exclusions applicable to the entire Policy and are applicable to both Employee Dishonesty and Third Party Computer and Funds Transfer Fraud unless stated.
The Insurer shall not be liable to make any payment arising from or related to any of the following:

1. loss of potential income, including but not limited to interest and dividends and loss of computer time, not realised by the Insured because of Loss covered under Section 4 PART B of the Policy.
2. costs, fees and other expenses incurred by the Insured in establishing the existence of or amount of Loss covered under Section 4 PART B of the Policy, except as may be specifically stated to the contrary under Condition 2 of Section 4 PART B.
3. damages of any type for which the Insured is legally liable, except direct compensatory damages arising from a Loss covered under Section 4 PART B of the Policy.
4. fees, costs or expenses incurred or paid by the Insured in prosecuting or defending any legal proceeding.
5. Loss, or that part of any Loss, the proof of which, either as to its factual existence or as to its amount, is dependent upon an inventory computation or a profit and loss computation alone.
6. any liability in respect of any Loss:
   (a) arising out of or in connection with any circumstances or occurrences which have been notified to any insurer on any other policy of insurance effected prior to the inception of this Policy;
   (b) arising out of or in connection with any circumstances or occurrences known to the Insured prior to the inception of this Policy.
7. loss of or damage to proprietary information, trade secrets, confidential processing methods, or other confidential information of any kind.
8. Loss under Employee Dishonesty caused by any broker, factor, commission, consignee, contractor or other agent or representative of the same general character.
9. under Employee Dishonesty any Employee from and after the time that the Insured or any director or officer thereof not in collusion with such

Employee shall have knowledge or information that such Employee has committed any dishonest or fraudulent act.

10. Loss under Third Party Computer and Funds Transfer Fraud due to any fraudulent, dishonest or criminal act by an Employee, director, trustee or authorised representative of any Insured, while working or otherwise and whether acting alone or in collusion with others.

Conditions applicable to Section 4 PART B – Fidelity & Computer Fraud

The following Conditions apply to Section 4 PART B in addition to the General Conditions applicable to the entire Policy and are applicable to both Employee Dishonesty and Third Party Computer and Funds Transfer Fraud unless stated. The titles of these paragraphs are for convenience only and do not lend any meaning to this contract.

1. **Change of Terms**
   No change in or modification of Section 4 PART B will be effective unless made by written Endorsement signed by an authorised representative of the Insurer.
2. **Auditors' Fees**
   Section 4 PART B is extended to indemnify the Insured in respect of auditors' fees necessarily incurred by the Insured and with the consent of the Insurer in respect of a Loss falling under the terms of Section 4 PART B. The amount payable by reason of this extension will be part of the Limit of Indemnity stated in the Schedule. This extension shall not apply in respect of Losses falling within the Deductible stated in the Schedule.
3. **Automatic Acquisitions, Consolidation or Merger Cover**
   If the total number of Employees of the Insured (as declared to the Insurer) increases by more than 10% through the acquisition of assets or shares, consolidation or merger with some other concern ("transaction") then the insurance provided by Section 4 PART B shall not apply in respect of such Employees unless the Insured shall:
   (a) give the Insurer written notice of the transaction within 90 days thereafter; and
   (b) give the Insurer such other additional information as the Insurer may reasonably require; and
   (c) pay the Insurer an additional premium calculated pro-rata from the date of the transaction to the end of the Period of Insurance.
4. **Basis of Valuation**
   In no event shall the Insurer be liable under Section 4 PART B for more than:
   (a) as respects Securities, the actual cash value thereof at the close of business on the business day next preceding the day on which the Loss was Discovered, or for the actual cost of replacing the Securities, whichever is less;
   (b) the cost of blank books, pages, tapes or other blank materials to replace lost or damaged books of account or other records;
   (c) the reasonable cost of re-writing or amending the software programs or systems where such re-writing or amending is necessary to correct the programs or amend the security codes following an insured claim for which liability is admitted under Section 4 PART B;
   (d) the Euro value of a foreign currency based on the rate of exchange published in the Financial Times on or nearest the day any Loss involving foreign currency is Discovered;
   (e) the actual cash value at the time of Loss of other property (not included in the above) or for more than the actual cost of repairing or replacing the property with property of similar quality and value, whichever is less.
5. **Deductible and Other Insurance**
   Cover under Section 4 PART B will be excess of the greater of the following amounts with respect to each and every Loss, namely:
   (a) the Deductible amount specified in the Schedule; or
   (b) the amount of any other valid and collectable insurance or suretyship available to the Insured whether such other insurance or suretyship is stated to be primary, excess, contributing, contingent or otherwise, unless such other insurance or suretyship is written only as specific excess insurance over the Limit of Indemnity provided under Section 4 PART B.

   All Loss caused by acts committed by any person or in which such person is concerned or implicated and/or arising from any one occurrence will be considered a single Loss for the purpose of Section 4 PART B. If a Loss is covered in part under Section 4 PART B of the Policy and in part under a prior similar policy or bond superseded by this Policy, the Deductible amount applicable to such Loss under this Policy will be reduced by the amount of any deductible actually applied to such Loss under such other policy or bond.
6. **Discovery Period**
   Loss is covered under Section 4 PART B only if Discovered during the Period of Insurance or not later than 6 months following the termination of this Policy or of the coverage under Section 4 PART B which applies to such Loss, or cancellation or termination of Section 4 PART B or the Policy as to any Insured provided that Section 4 PART B of the Policy is not replaced

with any other fidelity or crime policy. In the event that Section 4 PART B of the Policy is replaced by any other fidelity or crime policy no Discovery Period shall apply.

7. **Joint Insured**
   (a) First Named Insured
   (i) If more than one Insured is covered under Section 4 PART B, the Insured first named shall act for itself and for every other Insured for all purposes of Section 4 PART B.
   (ii) Payment of any Loss under Section 4 PART B by the Insurer to the Insured first named shall fully release the Insurer on account of such Loss.
   (iii) If the Insured first named ceases for any reason to be covered under Section 4 PART B, then the Insured next named shall thereafter be considered as the Insured first named for all purposes of Section 4 PART B.
8. **Cancellation - Insured**
   If, prior to the cancellation or termination of this Policy, Section 4 PART B or any part hereof is cancelled or terminated as to any Insured, there shall be no liability for any Loss sustained by such Insured unless Discovered within the terms of Condition 6.
9. **Legal Proceedings**
   The Insured cannot bring an action against the Insurer unless:
   (a) the Insured has complied with the terms and condition of Section 4 PART B and the Policy;
   (b) the action is brought 90 days after the receipt by the Insurer of the required proofs of loss;
   (c) the action is brought within 2 years after Discovery of Loss.
   If any limitation listed above is prohibited by any law controlling the construction of this Policy, the limitation shall be deemed to be amended to comply with the minimum period of limitation permitted by law.
10. **Limit of Indemnity**
   The Insurer's total liability for all Loss or Losses paid during the Period of Insurance shall not cumulatively exceed the aggregate Fidelity and Computer Fraud Limit of Indemnity (in respect of Employee Dishonesty and Third Party Computer and Funds Transfer Fraud combined) as specified in the Schedule applicable to:
   (a) **Employee Dishonesty**
   for all Loss in respect of any act or series of acts involving any Employee or in which such Employee is concerned or implicated, regardless of when, during the Period of Insurance prior thereto, such acts occurred;
   (b) **Third Party Computer and Funds Transfer Fraud**
   for all Loss or Losses resulting from one occurrence or event. All acts committed by one person or in which such person is involved or implicated will be considered as one occurrence or event.
11. **Loss Under Prior Policy**
   If this Policy replaced a policy issued by the Insurer which has expired and of which the discovery period (if any) has also expired, cover under Section 4 PART B will apply to Loss which would have been covered by that policy, provided always that:
   (a) the coverage offered shall be part of and not in addition to the Limit of Indemnity of Section 4 PART B of the Policy;
   (b) the Loss would have been covered had this Policy been in force when the Loss was Discovered; and,
   (c) recovery under this Policy shall not exceed the amount which would have been recoverable under the prior policy, if the prior policy had been in force when the Loss was Discovered.
12. **Non-Accumulation of Liability** Regardless of the number of years this Policy shall continue in force and the number of premiums which shall be payable or paid, the limit of the Insurer's liability as specified in the Schedule shall not be cumulative from year to year or period to period.
13. **Ownership**
   The insured property (including Money and Securities) may be owned by the Insured, or held by the Insured in any capacity whether or not the Insured is liable for the loss thereof, or may be property for which the Insured is legally liable.
14. **Recoveries**
   Recoveries, less the actual cost of recovery, made after Loss will be distributed as follows. First, the Insured shall be reimbursed for Loss exceeding the Limit of Indemnity or settlement (whichever is less) and the Deductible amount (if applicable); second, the Insurer shall be reimbursed for the settlement made; third, the Insured shall be reimbursed for Loss equal to the Deductible amount.
15. **Settlement of Loss**
   The Insurer may, with the consent of the Insured, settle any claim for loss of property with the owner thereof. Any property for which the Insured has been indemnified shall become the property of the Insurer.
   The Insurer may, at its discretion, pay such actual cash value, or make such repairs or replacements. If the Insurer and the Insured cannot agree upon such cash value or such cost of repairs or replacements, such cash value or such cost shall be determined by arbitration.
16. **The Insureds' Procedures**
   It is a condition precedent to the liability of the Insurer that the Insured shall at all times comply with the following conditions:
   (a) The statutory accounts for the Insured shall be independently audited.

(b) The Insured shall advise the Insurer at renewal of this Policy of any audit qualification noted in their latest Statutory Accounts.

(c) Stock shall be independently checked, (at least once every six months) by an Employee not responsible for daily stock handling or ordering.

(d) Cheque requisition/payment instructions and payment authorisation shall be segregated functions undertaken by separate people.

(e) There shall be independent verification of supporting documentation before cheque or payment instructions are authorised.

(f) Two signatures shall be required on all cheque and payment instructions over €1,500 in value.

(g) Cash in hand and petty cash shall be checked independently of Employees responsible at least monthly.

(h) Monthly reconciliations shall be performed on all bank accounts and debtors accounts.

(i) Update and amendment access to the Insured's computer system shall be controlled by passwords and the system shall enforce password changes at least once every two months.

(j) The Insured shall obtain written and/or verbal references covering the whole of the preceding two years of employment in confirmation of honesty of all Employees with responsibility for property engaged on or after the first inception date of the Policy. Such references shall be obtained independently of the Employee and retained on the Employee's personnel file.

SECTION 4

Management Protector

PART C – Personal Accident Insuring Agreement

If an Eligible Person sustains Accidental Bodily Injury during the Operative Time and Period of Insurance while within the Territorial Limits and within 24 months of the accident date the Accidental Bodily Injury is the only cause of the Eligible Person's death, Loss of Sight, Loss of Limb, Loss of Speech, Loss of Hearing or Permanent Total Disability, the Insurer will pay to the Insured the appropriate percentage amount as set out below of the Accidental Death and Disablement Benefit Limit per person as specified in the Schedule:

Item No. and Description	Percentage of Benefit
1. Death	100%
2. Loss of Sight in one eye or Loss of one Limb	50%
3. Loss of Sight in both eyes or Loss of both Limbs	100%
4. Loss of Sight in one eye and Loss of one Limb	100%
5. Loss of Speech	100%
6. Loss of Hearing (i) in both ears	100%
(ii) in one ear	25%
7. Permanent Total Disability	100%

A Scheduled Aircraft Accumulation Limit equal to 500% of the per-person Accidental Death and Disablement Benefit Limit shall also apply.

Definitions applicable to Section 4 PART C – Personal Accident

The following Definitions apply to Section 4 PART C in addition to the General Definitions applicable to the entire Policy.

1. **Accidental** means a sudden and unexpected event, or an unbroken chain of events, which results in Bodily Injury to the Eligible Person.
2. **Aggregate Limit per Accident** means the maximum amount the Insurer will pay in the aggregate under this and any other policy of Personal Accident Insurance issued by the Insurer in the Insured's name in respect of all Eligible Persons suffering Accidental Bodily Injury in the same accident or series of accidents contributed to, caused by, or consequent upon the same original cause, event, or circumstance.
   If a claim exceeds the Aggregate Limit per Accident shown in the Schedule, the Insurer will pay an amount which is proportionately reduced until the total does not exceed the limit shown in the Schedule.
3. **Bodily Injury** shall mean physical injury caused by an accident.
4. **Director** means any person holding the position of director with the Insured but excluding non-executive directors.
5. **Eligible Persons** shall mean those persons as stated in the Schedule for Section 4 PART C who are aged between 18 years and 75 years.
6. **Employee** means:
   (a) any person under a contract of service or apprenticeship with the Insured;
   (b) any labour master or labour only sub-contractor or person supplied by them;
   (c) any self-employed person;
   (d) any person hired or borrowed by the Insured from any public authority, local authority, company, firm or individual;
   (e) any member of the Insured's family or household;
   (f) any person undergoing training educational or work experience programmes whilst engaged and working under the direction and control of the Insured in connection with and in the course of the Business.
7. **Loss of Hearing** means total and permanent loss of hearing.
8. **Loss of Limb** means:
   (a) in the case of a leg, total and permanent loss of, or loss of use of, a complete foot or leg;
   (b) in the case of an arm, total and permanent loss of, or loss of use of, a complete arm or hand.
9. **Loss of Sight** means permanent and total loss of sight in both eyes if the Eligible Person is registered blind on the authority of a fully-qualified ophthalmic specialist: or in one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen Scale (seeing at 3 feet what the Eligible Person should see at 60 feet).
10. **Loss of Speech** means total and permanent loss of speech.
11. **Operative Time** means the period of time as stated below during which an Eligible Person is covered under Section 4 PART C:
    (a) while an Eligible Person is carrying out their occupational duties for the Insured;
    (b) at any time while an Eligible Person is on the Insured's Premises;
    (c) while an Eligible Person is travelling between their place of residence and place of work

for the Insured where the travel is at the expense of the Insured;

(d) while an Eligible Person is travelling between their places of work for the Insured where the travel is at the expense of the Insured.

12. **Permanent Total Disability** means disability, other than by Loss of Limb, Loss of Sight, Loss of Speech or Loss of Hearing which totally and permanently prevents an Eligible Person from carrying out all parts of their usual occupation for the Insured and which in all probability will continue for the remainder of their natural life.
13. **Scheduled Aircraft** means an aircraft which flies from an internationally recognised airport on a published schedule and which has more than 18 seats.
14. **Scheduled Aircraft Accumulation Limit** means the maximum amount the Insurer will pay in the aggregate under this and any other policy of Personal Accident Insurance issued by the Insurer in the Insured's name in respect of all Eligible Persons suffering Accidental Bodily Injury in the same Scheduled Aircraft accident or series of Scheduled Aircraft accidents contributed to, caused by, or consequent upon the same original cause, event, or circumstance.

Exclusions applicable to Section 4 PART C – Personal Accident

The following Exclusions apply to Section 4 PART C in addition to the General Exclusions applicable to the entire Policy.

1. The Insurer will not pay any claim directly or indirectly resulting from, contributed to by or arising from:
   (a) suicide or attempted suicide or intentional self inflicted injuries;
   (b) sickness or disease or any naturally occurring condition or degenerative process or any gradually operating cause or any physical or medical condition which existed in the 24 months prior to inception or renewal of cover;
   (c) flying other than as a fare-paying passenger in a Scheduled Aircraft;
   (d) the Eligible Person being under the influence of drugs, alcohol or other intoxicants;
   (e) the dispersal, release or application of pathogenic or poisonous biological or chemical materials;
   (f) self exposure to needless peril (except in an attempt to save a human life);
   (g) any mental or nervous disorder, anxiety, stress disorder, post traumatic stress disorder, depression, psychological or psychiatric illness or condition, AIDS or HIV infection;
   (h) any injury which shall result in hernia.
2. The Insurer will not pay any claim to an Eligible Person after the end of the Period of insurance during which that Eligible Person reaches age 75.

Conditions applicable to Section 4 PART C – Personal Accident

The following Conditions apply to Section 4 PART C in addition to the General Conditions applicable to the entire Policy. The titles of these paragraphs are for convenience only and do not lend any meaning to this contract.

1. **Assignment**
   The Insurer will not accept or be affected by any notice of any trust, charge, lien, assignment, or other dealing with, or relating to, Section 4 PART C.
2. **Benefit Limitations**
   If an Eligible Person is over 65 when he or she receives an Accidental Bodily Injury the Insurer will not pay benefit under Item 7 of Section 4 PART C.
   If death occurs within 13 weeks of Accidental Bodily Injury the benefit under Item 1 will be paid and not the benefits under Items 2, 3, 4, 5, 6 or 7 provided death was as a result of Accidental Bodily Injury.
   When more than one form of disability results from Accidental Bodily Injury from the same accident the maximum payment will be the sum insured under Item 7 of Section 4 PART C.
   The Insurer will not pay a claim under more than one of Items 1 – 7 of Section 4 PART C.
   Upon the payment of a claim under Section 4 PART C cover will stop in respect of the Eligible Person for whom such payment is made.
3. **Claim evidence**
   The Insured must provide, at their own expense, any evidence the Insurer asks for to support their claim. An Eligible Person must undergo as many medical examinations in connection with any claim as the Insurer may require at his or her own expense.
4. **Claim payment interest**
   The Insurer will not pay interest on any claim payment.
5. **Claim payment**
   If the Insurer has paid a claim under Section 4 PART C, and the payment has been accepted, the Insurer will not have to make any further payments for the same claim.
   Benefit will be paid to the Insured.

General Exclusions applicable to the entire Policy

The following Exclusions apply to all Sections of the Policy. Additional Exclusions specific to each Section are set out therein.

1. This Policy including any Extensions does not cover Damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss, or any legal liability or any claim under the Policy whatsoever, 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) war, invasion, piracy, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power;
   (d) confiscation, detention, destruction, nationalisation, requisition or enforcement by order of any Government, Power, Municipal, Local or Customs Authority;
   (e) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;
   (f) mould, mildew, fungus or spores of any type, nature or description;
   (g) work, or storage of property, 5 metres or more above floor or ground level.
2. **Terrorism Exclusion**
   It is hereby understood and agreed, that notwithstanding any other war risk or terrorism exclusion that may be in the Policy or any clause limiting or attempting to limit the application of any endorsements to the Policy, this Policy is amended as follows:
   This Policy does not cover loss, destruction or damage to property or any claim caused by, resulting from, contributed to or aggravated by any of the following perils, whether such loss, destruction, damage or cause of a claim is accidental or intentional, intended or unintended, direct or indirect, proximate or remote or in whole or in part caused by, contributed to or aggravated by any perils insured by the Policy:
   (a) war, hostile or warlike action in time of peace or war (whether or not declared) including action in hindering, combating or defending against an actual, impending or expected attack:
      (i) by government or sovereign power (de jure or de facto) or by any authority maintaining or using military, naval or air forces, or any other armed forces or militia; or
      (ii) by military, naval or air forces, or any other armed forces or militia; or
      (iii) by an agent of any such government, power, authority or force;
   (b) any weapon of war employing nuclear or radioactive force or contamination whether in time of peace or war (whether or not declared), whether or not its discharge was accidental;
   (c) insurrection, rebellion, revolution, civil war, usurped power, or action taken by government authority in hindering, combating, or defending against such an occurrence, seizure or destruction;
   (d) any act of one or more persons, whether known or unknown and whether or not agents of a sovereign power, for the purposes of Terrorism;
   (e) hijacking or any unlawful seizure or wrongful exercise or control of any mode of transportation, including but not limited to aircraft, watercraft, truck(s), train(s) or automobile(s), including any attempted seizure of control, made by any person or persons;
   (f) riot civil commotion in Northern Ireland.

   Such loss, destruction, damage or cause of claim is excluded regardless of any other cause, event or intervention that contributes concurrently or in any sequence to the loss, destruction, damage or cause of claim.
   Solely for the purposes of this Exclusion, Terrorism means the use or threatened use of any unlawful means, including the use of force or violence against any person(s) or property (ies), for the actual or apparent purpose of intimidating, coercing, punishing or affecting society or some portion of society or government.
   In any action suit or other proceedings where the Insurer alleges that by reason of this definition any loss, destruction, damage or cause of claim is not covered by this Policy the burden of proving that such loss, destruction, damage or cause of claim is covered shall be upon the Insured.
   All other terms, conditions and exclusions of the Policy remain unchanged.
3. **Electronic Data**
   (a) Electronic Data Exclusion Notwithstanding

any provision to the contrary within the Policy or any Endorsement thereto, it is understood and agreed as follows:

(i) This Policy does not insure loss, damage, destruction, distortion, erasure, corruption or alteration of ELECTRONIC DATA from any cause whatsoever (including but not limited to COMPUTER VIRUS) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

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

COMPUTER VIRUS means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. COMPUTER VIRUS includes but is not limited to 'Trojan Horses', 'worms' and 'time or logic bombs'.

(ii) However, in the event that a peril listed below results from any of the matters described in paragraph **(i)** above, this Policy, subject to all its terms, conditions and exclusions, will cover physical damage occurring during the Period of Insurance to Property Insured by Section 1 of this Policy directly caused by such listed peril.
Listed Perils Fire Explosion

(b) **Electronic Data Processing Media Valuation**
Notwithstanding any provision to the contrary within the Policy or any Endorsement thereto, it is understood and agreed as follows:
Should electronic data processing media insured by this Policy suffer physical loss or damage insured by this Policy, then the basis of valuation shall be the cost of the blank media plus the costs of copying the ELECTRONIC DATA from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling such ELECTRONIC DATA. If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. However this Policy does not insure any amount pertaining to the value of such ELECTRONIC DATA to the Insured or any other party, even if such ELECTRONIC DATA cannot be recreated, gathered or assembled.

4. **Date Recognition Exclusion**

(a) The Insurer will not pay for Damage or consequential loss or any loss, expense or liability of whatsoever nature directly or indirectly caused by, consisting of, or arising from, the failure of any computer, data processing equipment, media microchip, operating systems, microprocessors (computer chip), integrated circuit or similar device, or any computer software, whether the property of the Insured or not, and whether occurring before, during or after the year 2000 that results from the inability to:

(i) correctly recognize any date as its true calendar date;

(ii) capture, save, or retain, and/or correctly manipulate, interpret or process any data or information or command or instruction as a result of treating any date other than its true calendar date; and/or

(iii) capture, save, retain or correctly process 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 correctly process such data on or after any date.

(b) It is further understood that the Insurer will not pay for the repair or modification of any part of an electronic data processing system or its related equipment, to correct deficiencies or features of logic or operation.

(c) It is further understood that the Insurer will not pay for Damage or consequential loss arising from the failure, inadequacy, or malfunction of any advice, consultation, design, evaluation, inspection, installation, maintenance, repair or supervision done by the Insured or for the Insured or by or for others to determine, rectify or test, any potential or actual failure, malfunction or inadequacy described in **(a)** above. Such Damage or consequential loss or other loss, expense or liability described in **(a)**, **(b)** or **(c)** above, is excluded regardless of any other cause that contributed concurrently or in any other sequence.
This endorsement shall not exclude subsequent Damage or consequential loss, not otherwise excluded, which itself results from a Defined Peril. Defined Peril shall mean (to the extent that these are insured by this Policy):
fire, lightning, explosion, aircraft or other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons, earthquake,

storm, flood, escape of water from any tank apparatus or pipe, impact by any road vehicle or animal, theft or attempted theft, subsidence, ground heave or landslip.
All other terms, conditions and exclusions of this Policy remain unchanged.

5. **Economic and Trade Sanctions**
The Insurer shall not be deemed to provide cover and the Insurer 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 the Insurer, its parent company or its ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, Luxembourg, UK, or the United States of America.

6. **Communicable Disease Exclusion Section 1 and 2**
Notwithstanding any other provision of this Policy to the contrary, the Company does not insure any loss, cost, damage or expense, arising out of, attributable to, or occurring concurrently or in any sequence with a communicable disease.
As used herein, communicable disease means any infectious or contagious substance:

1. Including, not limited to, a virus, bacterium, parasite or other organism or any mutation thereof, whether deemed living or not, and,
2. Regardless of the method of transmission, whether direct or indirect, including, but not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between humans, animals, or from any animal to any human or from any human to any animal, that can cause or threaten damage to human health or human welfare or causes or threatens damage, deterioration, loss of value, marketability or loss of use to tangible or intangible property insured hereunder.

For avoidance of doubt, no coverage extension, additional coverage, global extension, exception to any exclusion or other coverage grant shall afford any coverage that would otherwise be excluded through this exclusion. For further avoidance of doubt, loss, cost, damage or expense, includes any cost to clean-up, detoxify, remove, monitor or test: (1) for a communicable disease or (2) any tangible or intangible property insured hereunder that is affected by such communicable disease.

General Conditions applicable to the entire Policy

The following Conditions apply to all Sections of the Policy. Additional Conditions specific to each Section are set out therein. The titles of these paragraphs are for convenience only and do not lend any meaning to this contract.

1. **Cancellation**
   The Insurer may cancel this Policy by giving 30 days notice of cancellation by recorded delivery to the Insured's registered address or the last known address of the Insured. On expiry of the 30 days notice the Policy shall be automatically cancelled and the Insurer shall be discharged from all obligations on foot of the Policy to the Insured save for any obligation contained in this Condition. After cancellation and subject to adjustment where applicable and also subject to the Insurer's right to retain any minimum premiums specified in the Schedule attaching to this Policy or in any Endorsement attaching thereto, the Insurer shall return to the Insured a proportionate part of the premium in respect of the unexpired portion of the Period of Insurance.
2. **Completed Application Form**
   The Insured must answer all questions on the completed application honestly and with reasonable care. Failure to do so may result in your policy being cancelled or the Insurer may refuse to deal with any claims or reduce the amount of a claim payment, as detailed under the Impact of Misrepresentation section.
   In the event of any inconsistency in the Insured's responses to, or information supplied in the Completed Application Form and the Statement of Fact the most recent answers and information supplied in the Completed Application Form will prevail.
   The Insured must either immediately or as soon as reasonably possible inform the Insurer if any of the answers or information given in the completed application form is inaccurate or has changed.
3. **Impact of Misrepresentation**
   The impact of any Misrepresentation by the Insured to any of the answers provided on the Completed Application Form is as follows:
   (a) Innocent Misrepresentation:
   Where the Insured have answered all questions in the Completed Application Form honestly and with reasonable care but where the Insured made an innocent misrepresentation (that is, one that is neither negligent nor fraudulent) the Insurer will pay any covered claim event subject to the terms and conditions of this policy.
   (b) Negligent Misrepresentation:
   If the Insured make a negligent misrepresentation or fail to take reasonable care in completing the Completed Application Form the cover under this policy may not fully operate and in the event of a claim the Insurer will exercise one of the following remedies:
   (a) If knowing the full details, the Insurer would not have entered into the insurance contract, the Insurer may avoid the contract, refuse all claims and return any premiums paid by the Insured.
   (b) If the Insurer would have entered into the insurance contract, but on different terms (excluding terms relating to the premium), the contract of insurance may be treated as if it had been entered into on those terms.
   (c) If the Insurer would have entered into the contract of insurance but have charged a higher premium, the Insurer may reduce proportionately the amount to be paid on the claim.
   (d) Where there is no outstanding claim under the contract of insurance, the Insurer may either:
   (i) give notice to the Insured that in the event of a claim the Insurer will exercise the remedies in paragraphs (a) to (c), or
   (ii) terminate the contract by giving reasonable notice to the Insured.
   (c) Fraudulent Misrepresentation:
   If the Insured make a fraudulent misrepresentation or where any conduct by the Insured/Policyholder or Insured involves fraud of any kind the Insurer shall be entitled to avoid the contract of insurance, retain all premiums and refuse any claims.
4. **Precautions**
   The Insured shall:
   (a) take all reasonable precautions to:
   (i) prevent Bodily Injury;
   (ii) prevent and/or minimise any Damage;
   (b) exercise reasonable care:
   (i) in the selection and supervision of employees;
   (ii) to ensure that all statutory and other obligations and regulations imposed by any authority are duly observed and complied with;
   (c) maintain the Premises and all ways, works,

machinery and plant in a good state of repair;

(d) take immediate steps to remedy any defect discovered by complaints or otherwise and in the meantime cause such temporary precautions to be taken as the circumstances may require;

(e) keep books with a complete record of purchases and sales;

(f) bring into full and effective operation all locks, bolts, alarms and protective devices fitted to the Premises at the inception of this insurance or as subsequently agreed with the Insurer whenever the Premises are closed for business or left unattended.

5. **Cooling Off Period**

The Insured have 14 working days from the start date of this policy to cancel the cover without penalty. You will however be charged a pro rata premium for the period you were on cover. We will require your cancellation request to be in writing (by email or letter) with your policy number details included. Your cancellation will only take effect upon our receipt of your written cancellation request.

6. **Your Right to Cancel**

If at any time, you decide to cancel your policy (provided the duration of the contract is not less than one month), and you do so in writing, by email or letter, the Insurer will not impose any financial cost other than the cost of the premium for the period of cover.

However, if you have arranged your insurance policy through an authorised and regulated insurance intermediary you may also be liable to pay a fee to that intermediary. Your intermediary's terms of business, will confirm such information for you.

7. **Claims**

(Note: This Condition shall not apply to Section 4 PART A – Directors and Officers Liability.)

On the discovery of any event, circumstance and/or Occurrence which may give rise to a claim under this Policy the Insured must notify the Insurer as soon as possible giving full particulars thereof. In addition the Insured must:

(a) in the event of Damage to Property Insured under Section 1 of this Policy:

(i) inform the Gardai or Police immediately if the Damage is caused or appears to be caused by thieves or malicious persons;

(ii) send to the Insurer a written claim not later than 30 days (7 days in the case of Damage caused by riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances or malicious persons if insured by this Policy) after the Damage has occurred providing at his own expense all the detailed particulars and evidence regarding the cause and the amount of the Damage as the Insurer may reasonably require;

(iii) forward to the Insurer immediately all letters, claims, writs or other documents;

(b) in respect of any Occurrence for which there may be a liability under Section 3 of this Policy:

(i) notify and forward to the Insurer every letter, claim, writ, summons and/or process immediately on receipt;

(ii) give notice to the Insurer immediately after the Insured shall have knowledge of any incident, prosecution or inquest in connection therewith;

(iii) as far as practicable and notwithstanding anything contained in General Condition 4.

(iv) make and permit to be made no alteration or repair until the Insurer shall have had an opportunity of inspecting;

(c) upon Discovery of Loss or of an occurrence which may give rise to a Loss under Section 4 PART B of this Policy:

(i) file detailed proof of Loss (which includes but is not limited to a completed proof of loss form in the format agreed by the Insurer) with the Insurer, within 6 months after Discovery of Loss, or within such further period as agreed to in writing by the Insurer;

(ii) provide all requested information and documents and co-operate with the Insurer in all matters pertaining to Loss.

In respect of Sections 1 to 3, no admission, repudiation, offer, payment or indemnity shall be made or given by or on behalf of the Insured without the written consent of the Insurer.

The Insurer will be entitled:

(a) in the event of Damage to Property Insured under Section 1 of this Policy:

(i) to enter any building where the Damage has occurred and take and keep possession of the property;

(ii) to deal with the salvage in any reasonable manner provided that under no circumstances can the Insured abandon any property to the Insurer;

(b) if it so desires in respect of Section 3 of this Policy to take over and conduct in the name of the Insured the defence or settlement of any claim or to prosecute in the name of the Insured for its own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim. The Insured shall give all such information and assistance as the Insurer may require.

This Policy shall be proof that the Insured has given to the Insurer the license and authority which it may need to exercise its rights under this Condition.

8. **Fraudulent Claims and Fraudulent Representations**
If the Insured shall make any claim for indemnity under this Policy knowing the same to be false or fraudulent or fraudulent representation / statements, as regards amount or otherwise, such claim shall be excluded from this Policy and the Insurer reserves the right to avoid the Policy in its entirety, and in such case all claims hereunder shall be forfeited.

9. **Contribution**
   a. If at the time of any loss under Section 1 or 2 of this Policy there be any other insurance effected by or on behalf of the Insured covering such loss or any part of it the liability of the Insurer hereunder shall be limited to its rateable proportion of such loss
   b. Unless otherwise required by law, any insurance as is provided under Section 3 or PART A of Section 4 of this Policy shall apply only as excess over any other valid and collectable insurance.

10. **Subrogation**
(Note: This Condition shall not apply to Section 4 PART A – Directors and Officers Liability.)
Any claimant under this Policy shall at the request and at the expense of the Insurer do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by the Insurer for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which the Insurer shall be or would become entitled or subrogated upon its paying for or making good any loss or liability under this Policy whether such acts and things shall be or become necessary or required before or after his indemnification by the Insurer.
Without prejudice to the aforementioned, The Insurer agrees not to exercise any such rights of recovery in such other circumstances not permitted under section 23, 24 and 25 of the Consumer Insurance Contracts Act 2019 (Ireland).

11. **Arbitration**
All differences arising out of this Policy shall be referred to the decision of an arbitrator to be appointed in writing by the parties in difference or if they cannot agree upon a single arbitrator to the decision of two arbitrators, one to be appointed in writing by each of the parties within one calendar month after having been required in writing so to do by either of the parties or, in the case of disagreement between the arbitrators, to the decision of an umpire appointed in writing by the arbitrators before entering upon the reference. The umpire shall sit with the arbitrators and preside at their meetings and the making of an award shall be a condition precedent to any right of action against the Insurer. If the Insurer shall disclaim liability for any claim and such claim shall not within twelve months from the date of such disclaimer have been referred to arbitration under the provisions herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not be thereafter recoverable hereunder.

12. **Alterations**
Sections 1, 2, 3 and PART C of Section 4 of this Policy shall be avoided by the Insurer if:
   a. the Business be wound up or carried on by a Liquidator or Receiver or permanently discontinued; or
   b. the Insured's interest ceases otherwise than by death; or
   c. any change shall occur materially varying the facts existing at the commencement of the Period of Insurance or if any defects or conditions of working which render the risk more than usually hazardous be discovered, unless their continuance be admitted in writing by or on behalf of the Insurer and the Insured pay such additional premium as the Insurer may require.

Section 4 PARTS A and B shall immediately cease to afford cover of any kind in the event of:
   (a) the liquidation (voluntary or compulsory) of the Insured; or
   (b) the appointment of an administrator, examiner or receiver; or
   (c) any change of ownership or control in the Business.

13. **Jurisdiction**
This Policy shall be governed by and construed in accordance with the laws of The Republic of Ireland and any dispute arising from its interpretation will be subject to the exclusive jurisdiction of the Courts of the Republic of Ireland.

14. **Survey**
It is a condition precedent to the Insurer's liability that if this Policy has been issued prior to the Insurer's survey, the Insured shall comply with any risk improvements required by the Insurer within the time specified. However should the survey show in the Insurer's opinion that the risk or any part of the risk is unacceptable then the Insurer will retain the right to cancel, suspend or alter the terms of the insurance provided by any part of the Policy.

15. **Due Diligence**
This condition applies to Insureds who are not Consumers. The due observance and fulfilment of the terms, conditions and endorsements of this Policy insofar as they relate to anything to be done or complied with by the Insured and

the truth of statements made by the Insured to the Insurer shall be a condition precedent to any liability of the Insurer to make any payment under this Policy.

16. **Representations**
This condition applies to Insureds who are not Consumers. Every representations which is incorporated in this Policy shall from the time the representations attachesapply and continue to be in force during the whole currency of this Policy and non-compliance with any such warranty whether it increases the risk or not shall be a bar to any claim hereunder provided that whenever the Policy is renewed a claim in respect of such risk occurring during the renewal period shall not be barred by reason ofa representations not having being complied with at any time before the commencement of such period.

17. **Insurance Act 1936**
All moneys which become or may become due and payable by the Insurer under this Policy shall in accordance with Section 93 of the Insurance Act 1936 be payable and paid in the Republic of Ireland.

18. **Alteration of Risk**
You must contact us immediately or as soon as reasonably possible, if any of the answers or information in your Completed Application Form are inaccurate or have changed, or if there have been any material changes in your circumstances after the policy has started (this includes any changes in circumstances which alter the subject matter of this policy).
If you fail to notify us of any material changes, your whole policy or a section of it may be cancelled from the date of the material change and any claims declined.
Please tell us if anything changes during the period of insurance so we can ensure you are appropriately covered. Cover for any material change in risk will only apply after it has been advised to us and if we have agreed to cover it. We will then let you know of any change in your premium or policy terms.

19. **Third Party Contract Rights**
Nothing in this policy is intended to confer a directly enforceable benefit on any third party other than an Insured, unless permitted pursuant to section 21 of the Consumer Insurance Contracts Act 2019 (Ireland).

20. **Continuing Restrictive Conditions**
Notwithstanding anything to the contrary in this Policy, if the **Insured** is a **Consumer**, any term in this Policy that imposes a **Continuing Restrictive Condition** during the course of the Policy, or any term in this Policy that has the effect of reducing the risk of a particular type of loss, or reducing the risk of loss occurring at a particular time or in a particular location, shall be treated as a suspensive condition. This means that:
if any such condition is breached by the **Insured**; and the **Insured** suffer a loss which occurs or which is attributable to something which happened during the period of breach; and such breach of a suspensive condition has not been remedied by the time the loss, or event giving rise to the loss has occurred; and such breach increased in the circumstances concerned, the risk of a loss that has occurred; the **Insurer** shall not be liable for the loss and shall not be obliged to pay any claim made under this **Policy** for the loss.

21. **Notification requirements**
Notwithstanding anything to the contrary in this Policy, if the **Insured** is a Consumer, the **Insurer** shall not refuse liability solely for non-compliance with a specified notification period contained in this Policy if that non-compliance does not prejudice the **Insurer**.

Complaints Procedure

AIG Europe SA wants to give you the best possible service. If you feel you have cause for complaint you should contact:

The Customer Complaints Officer
AIG Europe SA,
30 North Wall Quay,
IFSC,
Dublin 1,
D01 R8H7.

Phone: +353 1 208 1400
E-mail: customercomplaints.ie@aig.com
Website: www.aig.ie/complaints

We will acknowledge the complaint within 5 business days of receiving it, keep the complainant informed of progress and provide an answer within one month (unless specific circumstances prevents us from doing so, in which case the complainant will be informed).

At any stage you may contact any of the following:

Insurance Ireland
Insurance Centre,
5 Harbourmaster Place,
IFSC,
Dublin 1,
D01 E7E8.

Phone: + 353 1 676 1820
Fax: +353 1 676 1943
E-mail: feedback@insuranceireland.eu
Website: http://www.insuranceireland.eu

Financial Services and Pensions Ombudsman
3rd Floor,
Lincoln House,
Lincoln Place,
Dublin 2,
D02 VH29.

This insurance is underwritten by AIG Europe S.A., an insurance undertaking with R.C.S. Luxembourg number B 218806. AIG Europe S.A. has its head office at 35D Avenue John F. Kennedy, L-1855, Luxembourg, http://www.aig.lu/. AIG Europe S.A. is authorised by the Luxembourg Ministère des Finances and supervised by the Commissariat aux Assurances 7, boulevard Joseph II, L-1840 Luxembourg, GD de Luxembourg,
Tel.: (+352) 22 69 11 - 1, caa@caa.lu,
http://www.caa.lu/.

AIG Europe S.A. Ireland branch has its registered branch office at 30 North Wall Quay, International Financial Services Centre, Dublin 1, D01 R8H7 and branch registration number 908876 and is regulated for conduct of business in Ireland by the Central Bank of Ireland. Contact details of the Central Bank of Ireland are P.O. Box 559, North Wall Quay, Dublin 1, D01 F7X3.
Telephone: 1890 77 77 77. Fax: 01 6716561.
E-mail: enquiries@centralbank.ie.
Web: http://www.centralbank.ie.

If a solvency and financial condition report of AIG Europe S.A. is available, it can be found at http://www.aig.lu/.

Insurance Compensation Fund
You may be entitled to compensation from the scheme in the unlikely event that AIG Europe S.A. cannot meet its obligations. The maximum amount that could be available in respect of any sum due to a policyholder is 65% of the sum due or EUR 825,000, whichever is the lesser.

Further information on the Insurance Compensation Fund is available on the Central Bank of Ireland's website though the following lsink: https://www.centralbank.ie/regulation/industr y-market-sectors/insurance- reinsurance/solvency-ii/insurance-compensation-fund

How we use Personal Information

How we use Personal Information
AIG Europe S.A. is committed to protecting the privacy of customers, claimants and other business contacts.

"**Personal Information**" identifies and relates to you or other individuals (e.g. your partner or other members of your family). If you provide Personal Information about another individual, you must (unless we agree otherwise) inform the individual about the content of this notice and our Privacy Policy and obtain their permission (where possible) for sharing of their Personal Information with us.

The types of Personal Information we may collect and why – Depending on our relationship with you, Personal Information collected may include: contact information, financial information and account details, credit reference and scoring information, sensitive information about health or medical conditions (collected with your consent where required by applicable law) as well as other Personal Information provided by you or that we obtain in connection with our relationship with you. Personal Information may be used for the following purposes:

Insurance administration, e.g. communications, claims processing and payment make assessments and decisions about the provision and terms of insurance and settlement of claims assistance and advice on medical and travel matters, management of our business operations and IT infrastructure, prevention, detection and investigation of crime, e.g. fraud and money laundering establishment and defence of legal

rights, legal and regulatory compliance (including compliance with laws and regulations outside your country of residence) monitoring and recording of telephone calls for quality, training and security purposes market research and analysis.

Sharing of Personal Information - For the above purposes Personal Information may be shared with our group companies and third parties (such as brokers and other insurance distribution parties, insurers and reinsurers, credit reference agencies, healthcare professionals and other service providers). Personal Information will be shared with other third parties (including government authorities) if required by laws or regulations. Personal Information (including details of injuries) may be recorded on claims registers shared with other insurers. We are required to register all third party claims for compensation relating to bodily injury to workers' compensation boards. We may search these registers to prevent, detect and investigate fraud or to validate your claims history or that of any other person or property likely to be involved in the policy or claim.
Personal Information may be shared with prospective purchasers and purchasers, and transferred upon a sale of our company or transfer of business assets.
International transfer - Due to the global nature of our business, Personal Information may be transferred to parties located in other countries (including the United States, China, Mexico Malaysia, Philippines, Bermuda and other countries which may have a data protection regime which is different to that in your country of residence). When making these transfers, we will take steps to ensure that your Personal Information is adequately protected and transferred in accordance with the requirements of data protection law.
Further information about international transfers is set out in our Privacy Policy (see below).

Security of Personal Information – Appropriate technical and physical security measures are used to keep your Personal Information safe and secure.

When we provide Personal Information to a third party (including our service providers) or engage a third party to collect Personal Information on our behalf, the third party will be selected carefully and required to use appropriate security measures.

Your rights – You have a number of rights under data protection law in connection with our use of Personal Information. These rights may only apply in certain circumstances and are subject to certain exemptions. These rights may include a right to access Personal Information, a right to correct inaccurate data, a right to erase data or suspend our use of data. These rights may also include a right to transfer your data to another organisation, a right to object to our use of your Personal Information, a right to request that certain automated decisions we make have human involvement, a right to withdraw consent and a right to complain to the data protection regulator.
Further information about your rights and how you may exercise them is set out in full in our Privacy Policy (see below).

Privacy Policy - More details about your rights and how we collect, use and disclose your Personal Information can be found in our full Privacy Policy at: https://www.aig.ie/privacy-policy or you may request a copy by writing to: Data Protection Officer, AIG Europe S.A., 30 North Wall Quay, International Financial Service Centre, Dublin 1 or by email at: dataprotectionofficer.ie@aig.com.

AIG Europe S.A., Ireland Branch is an insurance company

We don't provide advice or any personal recommendation about this product. This insurance policy is designed to meet the demands and needs of the policyholder who requires protection against a range of property, business interruption and liability products.

Please carefully check the insurance cover information confirmed in this document, to ensure that the cover benefits detailed sufficiently meet your insurance cover protection needs. If it does not, please contact AIG immediately

Employees are paid a salary. We do not pay them bonuses or commissions directly linked to sales

AIG®

AIG Europe S.A. is authorised by the Luxembourg Ministère des Finances and supervised by the Commissariat aux Assurances, and is regulated by the Central Bank of Ireland for conduct of business rules.

Ref: SPORPOL 10-24