TOKIO MARINE HCC

CAPITAL INSURANCE MARKETS

Marine Combined

Policy Document

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Your Marine Combined Policy

This Policy is a contract between the Insured as stated in the schedule (also referred to as you, your, yours or yourselves) and Capital Insurance Markets ("Capital IM"), a trading name of Arachas Corporate Brokers Ltd. ("Arachas"), on behalf Tokio Marine Europe S.A. ("TME") (also referred to as the Insurer, we, us, our or ours).

This Policy and any Schedule, Endorsement and Certificate should be read as if they are one document.

We will insure you under those Sections stated in the Schedule during any Period of Insurance for which we have accepted your premium. Our liability will in no case exceed the amount of any sum insured or limit of indemnity stated in this Policy, the Schedule or any endorsement to this Policy.

Any reference to the singular will include the plural and vice versa.

Any reference to any statute or statutory instrument will include any amendments thereto or re-enactment thereof.

Any heading in this Policy is for ease of reference only and does not affect its interpretation.

Law applicable to this contract

Under the relevant European and Irish legal provisions, the parties to this contract of insurance are free to choose the law applicable to the contract. Unless otherwise stated, this contract is governed by Irish Law. In the event of a dispute, the parties agree to refer to the exclusive jurisdiction of the High Court, Commercial Court or appropriate civil court in Dublin.

This is a legal document and should be kept in a safe place.

Please read this Policy and any Schedule, Endorsement and Certificate carefully and if they do not meet your needs, please contact us, or your broker, or your insurance intermediary.

Data Protection Statement

Capital Insurance Markets ("Capital IM"), a trading name of Arachas Corporate Brokers Limited ("Arachas"), respects your right to privacy and complies with our obligations under relevant data protection legislation including the General Data Protection Regulation (EU) 2016/679 ("GDPR") and the Data Protection Acts 1988 - 2018.

In our Privacy Notice (available at https: //www.arachas.ie/compliance/privacy-policy) we outline:

- The types of data we collect
- How we use your data
- Your rights in relation to the data we hold about you
- How long we hold your data for
- How to contact us if you have any questions on your data or you have any complaints

If you require further information about the way your personal data will be used, or if you are unhappy with the way we have handled your personal data, and wish to contact us, please submit your concerns by email to the Arachas Data Protection Officer at dataprotection@arachas.ie

The Data Protection Policy of the Insurer (TME) is available via the following link:
https://www.tmhcc.com/en/legal/privacy-policy

Section A – Material Damage 'All Risks'

In the event of the Property Insured described in the Schedule being accidentally lost, destroyed or damaged during the Period of Insurance the Insurer will pay to the Insured the value of the property at the time of its loss or destruction or the amount of the damage or at the Insurer's option reinstate or replace such property or any part of it.

Provided always that the liability of the Insurer under this Section shall not exceed:

a) in the whole the Total Sum Insured or in respect of any item its sum insured or any other limit of liability stated in the Schedule at the time of the loss, destruction or damage

b) the sum insured (or limit) remaining after deduction for any other loss, destruction or damage occurring during the same Period of Insurance, unless the Insurer shall have agreed to reinstate any such sum insured (or limit).

Definitions

1. Property Insured

Buildings

a) Buildings described in the Schedule and including:

   i. landlords' fixtures and fittings

   ii. outbuildings, extensions, annexes, canopies, fixed signs, gangways, conveniences, lamp posts and street furniture

   iii. walls, gates and fences

   iv. drains, sewers, piping, ducting, cables, wires and associated control gear and accessories on the Premises and extending to the public mains, but only to the extent of the Insured's responsibility

   v. yards, car-parks, roads, pavements, forecourts, all constructed of solid materials

   vi. all fixed glass at the Premises but excluding any lettered, stained, leaded, engraved, coloured, armoured or other special glass in excess of €500 in respect of any one claim.

Contents

b) Contents therein and thereon the property of the Insured, or held by the Insured in trust for which the Insured is responsible, including:

   i. tenants' improvements, alterations and decorations

   ii. so far as they are not otherwise insured, employees', directors' and visitors' personal effects of every description (other than motor vehicles) for an amount not exceeding €500 in respect of any one person

   iii. Contents of outbuildings

   iv. Contents in the open yards but excluding:

      1. landlords' fixtures and fittings

      2. stock and materials in trade

      3. money and stamps (including National Insurance stamps) in excess of €500

      4. documents, manuscripts and business books except for the cost of the materials and of clerical labour expended in reproducing such records

      5. computer systems records except for an amount not exceeding €10,000 in respect of the cost of the materials and of clerical labour and computer time expended in reproducing such records

      6. any expense in connection with the production of the information to be recorded in documents, manuscripts, business books or computer systems records

      7. vehicles licensed for road use including accessories thereon

      8. vessels, boats and all other waterborne craft.

Stock

c) Stock and materials in trade therein and thereon the property of the Insured or held by the Insured in trust for which the Insured is responsible, excluding vessels, boats and all other waterborne craft.

Miscellaneous

d) As described under the heading 'Description' in the Schedule. For the purpose of determining where necessary the heading under which any property is insured the Insurer agrees to accept the designation under which such property has been entered in the Insured's books.

2. Damage

'DAMAGE' in capital letters shall mean accidental loss or destruction of or damage to the Property Insured.

3. Defined Peril

'Defined Peril' shall mean fire, lightning, explosion, aircraft or other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons (other than thieves), earthquake, storm, flood, escape of water from any tank, apparatus or pipe or impact by any mechanically propelled vehicle or by goods falling therefrom or animal.

Exclusions

Refer to the section titled Exclusions applicable to Sections A, B1, B2 and B3.

Clauses applicable to Section A

1. Architects', Surveyors', Legal and Consulting Engineers' Fees

a) The insurance by each item on Buildings and Contents includes an amount in respect of Architects', Surveyors', Legal and Consulting Engineers' Fees

b) the insurance on Fees applies only to those necessarily and reasonably incurred in the reinstatement or repair of Property Insured consequent upon its DAMAGE but not for preparing any claim, it being understood that the amount payable under the item shall not exceed in total its Sum Insured.

2. Automatic Reinstatement of Loss

In the absence of written notice by the Insurer or the Insured to the contrary the insurance hereby shall not be reduced by the amount of any loss in consideration of which the Insured shall pay the appropriate extra premium on the amount of the loss from the date thereof to the expiry of the Period of Insurance provided always that:

a) the aggregate of the amounts so reinstated for losses by Theft during any one Period of Insurance shall not exceed the amount of the sum insured

b) the Insured shall take immediate steps to effect such additions to or variations in the protections of the Property Insured as the Insurer may require.

3. Capital Additions

The insurance by this Section shall subject to its terms and conditions extend to cover:

a) any newly acquired Buildings and Contents in the Republic of Ireland insofar as the same are not otherwise insured; and

b) alterations, additions and improvements to Buildings and Contents but not in respect of any appreciation in value during the current Period of Insurance at any of the Premises hereby insured provided always that:

   i. at any one situation this cover shall not exceed 10% of the Total Sum Insured on such property or €500,000 whichever is the lesser

   ii. the Insured undertakes to give particulars of such extensions of cover as soon as practicable and to effect specific insurance thereon retrospective to the date of the commencement of the Insurer's liability

iii. the provisions of this clause shall be fully maintained notwithstanding any specific insurance effected under ii) above.

4. Contract Price

In respect only of goods sold but not delivered for which the Insured is responsible subject to a sale contract which, following DAMAGE insured hereby, is cancelled by reason of its conditions wholly or to the extent of the DAMAGE, the liability of the Insurer shall be based on the contract price.

5. Contracting Purchasers

If at the time of DAMAGE the Insured shall have contracted to sell their interest in any Building hereby insured and the purchase shall not have been but shall be thereafter completed, the purchaser on completion of the purchase (if and so far as the property is not insured against such DAMAGE by him or on his behalf) shall be entitled to benefit under this Section without prejudice to the rights and liabilities of the Insured or the Insurer until completion.

6. Customers' Goods

The Insured having intimated to their customers that they will accept responsibility for loss or damage to goods the property of such customers or for which the said customers may be legally responsible whether manufactured by the Insured or not, upon which work is to be, is being done, or has been done on behalf of customers by the Insured or which may be left in the Insured's custody it is hereby declared and agreed that all such goods shall be held to be insured by the item(s) on the Schedule relating to Stock except insofar as they may be more specifically insured elsewhere. This Clause does not apply to vessels, boats and all other waterborne craft.

7. Excess

Where an excess is shown in the Schedule to this Section the Insured shall bear such amount in respect of each and every loss after the application of any Condition of Average (Underinsurance).

8. Fire Extinguishment Expenses

The Insurer will pay the reasonable costs incurred by the Insured in:

a) refilling fire extinguishing appliances

b) recharging halon gas and CO2 flooding systems

c) replacing used sprinkler heads

d) refilling sprinkler tanks where water costs are metered e) resetting fire and intruder alarms all in consequence of DAMAGE insured hereby.

9. Index Linking

Where so indicated in the Schedule to this Section the Sum Insured will be adjusted during the Period of Insurance in accordance with fluctuations in suitable indices of cost.

In the event of loss the Sum Insured will continue to be adjusted in accordance with fluctuations in the indices during the period necessary for completion of repair or reinstatement provided always that repair or reinstatement is carried out without unreasonable delay.

The premium will remain unchanged during the Period of Insurance but at each renewal the premium will be calculated on the revised Sum Insured.

10. Landscaped Gardens

This Section includes costs and expenses incurred with the consent of the Insurer in making good destruction of or damage to landscaped gardens or grounds at the Premises caused by DAMAGE as insured hereby, but excluding:

a) the cost of movement of soil other than as necessary for surface preparation

b) the failure of trees, shrubs or turf to become established following replanting

c) the failure of seeds to germinate.

Provided always that:

i. the Insurer shall not be liable for the first €1,000 in respect of each and every loss arising from DAMAGE caused by Storm, Flood or Malicious Persons (other than by Fire or Explosion) not acting on behalf of or in connection with any political organisation or All Other Damage

ii. the Insurer's liability any one occurrence shall not exceed €10,000 or 10% of the Sum Insured by the relevant item, whichever is the lesser.

11. Metered Water

The Insurer will pay the cost for which the Insured is responsible in respect of loss of metered water

Provided always that:

a) 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 DAMAGE insured hereby.

b) The Insurers' liability under this clause any one occurrence shall not exceed €10,000 or 10% of the Sum Insured by this Section, whichever is the less.

12. Mortgagees and Lessors

Any increase in the risk of DAMAGE resulting from any act or neglect of any Mortgagor, Leaseholder, Lessee or Occupier of any Buildings insured by this Policy will not prejudice the interest of any Mortgagee, Freeholder or Lessor provided such increase in risk is without their prior knowledge or authority and that the Insurer is notified immediately they become aware of such increase in risk and pay an appropriate additional premium if required.

13. Non-Invalidation

This insurance hereby shall not be invalidated by any act or omission or by any alteration whereby the risk of DAMAGE is increased unknown to or beyond the control of the Insured provided always that the Insured immediately they become aware thereof shall give notice to the Insurer and pay an additional premium if required.

14. Other Interests

Various parties may have a legal interest in part of the property insured by this Policy and the Insured undertakes to declare the names, nature and extent of any interest of any such parties at the time of the DAMAGE.

15. Removal of Debris

The insurance by all items of this Section except those applying wholly or in part to Stock if insured, includes costs and expenses necessarily incurred by the Insured with the consent of the Insurer in:

a) removing debris

b) dismantling and/or demolishing

c) shoring up or propping

d) boarding up

of the portion or portions of the property insured by the said items destroyed or damaged by any cause not herein excluded.

The liability of the Insurer under this clause and the Section in respect of any item shall in no case exceed the sum insured thereby.

The Insurer will not pay for any costs or expenses:

i. incurred in removing debris except from the site of such property destroyed or damaged and the surface of the area immediately adjacent to such site

ii. arising from pollution or contamination of property not insured by this Section.

16. Rent

The insurance on rent applies only if (any of) the said building(s) or any part thereof is unfit for occupation in consequence of its DAMAGE and then the amount payable shall not exceed such proportion of the Sum Insured on rent as the period necessary for reinstatement bears to the term of rent insured.

17. Stock Debris Removal Costs

Any insurance on 'Stock Debris Removal Costs' applies only in respect of costs and expenses necessarily incurred by the Insured with the consent of the Insurer in removing debris of the portion or portions of the Stock destroyed or damaged by any cause not herein excluded. The Insurer will not pay for any costs or expenses:

a) incurred in removing debris except from the site of such property destroyed or damaged and the surface of the area immediately adjacent to such site

b) arising from pollution or contamination of property not insured by this Section.

18. Subrogation Waiver

In the event of a claim arising under this Policy, the Insurer agrees to waive any rights, remedies or relief to which it might become entitled by subrogation against:

a) any Company standing in the relation of Parent to Subsidiary or Subsidiary to Parent to the Insured as defined in the Companies Act current at the time of the DAMAGE

b) 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 the Companies Act current at the time of the DAMAGE

c) any tenant or lessee in respect of DAMAGE to that part of the Premises in the demise of that tenant or lessee or to those parts of the Premises in which all the tenants have a common interest where the premium has been paid by the tenant or lessee unless such DAMAGE arises out of a criminal or malicious act of the tenant or lessee.

19. Temporary Removal

The property insured under this Section (other than Stock) is covered whilst temporarily removed for cleaning, renovation, repair or similar purposes elsewhere and in transit thereto and therefrom all in the Republic of Ireland.

Provided always that:

a) the liability of the Insurer under this clause in respect of each item of the Section for any DAMAGE occurring elsewhere than at the within mentioned Premises shall not exceed 10% of the sum insured by the item

b) this clause does not apply to property in so far as it is otherwise insured.

20. Temporary Removal – Documents and Computer System Records

This Section includes the following whilst temporarily removed to premises not in the Insured's occupation but whilst remaining within the Republic of Ireland:

a) deeds and other documents, manuscripts, plans and writings of every description and books (but excluding computer system records) up to 10% of the total value of such property

b) computer system records up to 10% of the limit of liability shown in the definition of Contents.

21. Trace and Access

In the event of DAMAGE resulting from Escape of Water or Fuel Oil if insured hereby, the insurance includes the costs necessarily and reasonably incurred with the consent of the Insurer in:

a) locating the source of such DAMAGE

b) the subsequent making good of damage caused as a consequence thereof

Provided always that the Insurer's liability for any one occurrence shall not exceed €10,000 or 10% of the Sum Insured by this Section, whichever is the lesser.

22. Unauthorised Use of Electricity, Gas or Water

This Section includes the cost of metered electricity, gas or water for which the Insured are legally responsible arising from its unauthorised use by persons taking possession, keeping possession or occupying the Premises without the Insured's authority.

Provided always that:

a) all practicable steps are taken to terminate such unauthorised use as soon as it is discovered

b) the Insurer's limit of liability any one occurrence shall not exceed €10,000 or 10% of the sum insured by the relevant item, whichever is the lesser.

23. Workmen

Workmen are allowed to work in the Buildings for the purposes of effecting any repairs, minor additions and alterations or decorations without prejudice to this insurance.

24. Theft of Keys

Where DAMAGE by theft is not excluded in its entirety the Insurer will pay to the Insured the reasonable expenses not exceeding €500 incurred for the necessary replacement of locks following the loss of keys to the premises or any safe or strongroom therein caused by theft from the Premises or from the private residence of the Insured or an authorised employee.

25. Damage by Theft to the Building of the Premises

The insurance under this Section includes damage to the buildings of the Premises (including damage to glass which is accepted by a Police Authority as prima facie evidence of attempted theft) falling to be borne by the Insured which directly results from theft or attempted theft (as otherwise insured hereby).

Provided always that if the Buildings of the Premises are not insured by this Section the liability of the Insurer under this clause during any one Period of Insurance shall not exceed the sum of €25,000 or the Total Sum Insured if less.

Supplementary conditions applicable to Section A

1. Condition of Average (Underinsurance)

The sum insured by each item of this Section (other than those applying solely to fees, rent, removal of debris or private dwelling houses) is declared to be separately subject to Average.

Whenever a sum insured is declared to be subject to Average, if such sum shall at the commencement of any DAMAGE be less than the value of the property covered within such sum insured, the amount payable by the Insurer in respect of such DAMAGE shall be proportionately reduced.

For the avoidance of doubt solely in respect of the application of Average to any item under this policy clause a) iii) of General Condition 8. (2) Remedies for Misrepresentations will not apply.

2. Fire Break Doors and Shutters

The Insured undertakes to maintain all firebreak doors and shutters within his custody or control in efficient working order and to keep them free from obstruction at all times.

3. Fire Extinguishing Appliances

The Insured undertakes to have fire extinguishing appliances serviced and maintained under an annual service contract with approved suppliers or as agreed with the Insurer.

Subject to the observance of the above undertaking this Policy shall not be invalidated as a result of any defect in any of the said appliances unknown to or beyond the control of the Insured.

4. Security Requirements

a) Any additional protection required by the Insurer shall be fitted in accordance with their requirements and together with all other devices for the protection of the Property Insured shall be kept in good order and put into full and effective operation whenever the Premises are closed for business to customers or callers or are unattended

b) all keys including duplicate keys relative to the security of the Premises or to any safe or strongroom containing Property Insured shall be removed from the Premises whenever they are closed for business or left unattended.

5. Unoccupied Buildings

The Insured will notify the Insurer when any Buildings become unoccupied or when an unoccupied Building or portion thereof becomes occupied and will pay a suitable additional premium if required.

6. European Community and Public Authorities (including Undamaged Property)

Subject to the following special conditions the insurance in respect of Buildings and Contents extends to include such additional cost of reinstatement as may be incurred solely by reason of the necessity to comply with the stipulations of:

a) European Community Legislation; or

b) Building or other Regulations under or framed in pursuance of any Act of the Oireachtas or Bye-Laws of any Public Authority (hereinafter referred to as 'the Stipulations') in respect of:

   i. The lost, destroyed or damaged property hereby insured.

   ii. Undamaged portions thereof, excluding:

      1. the cost incurred in complying with the Stipulations:

         A. in respect of DAMAGE occurring prior to the granting of this Extension

         B. in respect of DAMAGE not insured by the Policy

         C. under which notice has been served upon the Insured prior to the happening of the DAMAGE

         D. for which there is an existing requirement which has to be implemented within a given period

         E. in respect of property entirely undamaged

      2. the additional cost that would have been required to make good the property lost, destroyed or damaged to a condition equal to its condition when new had the necessity to comply with the Stipulations not arisen

      3. 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

1. 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 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.

2. If the liability of the Insurer under (any item of) the Policy apart from this Extension shall be reduced by the application of any of the terms and conditions of the Policy then the liability of the Insurer under the Extension (in respect of any such item) shall be reduced in like proportion.

3. The total amount recoverable under any item of the Policy in respect of this Extension shall not exceed:

   A. in respect of the lost, destroyed or damaged property – its sum insured

   B. in respect of undamaged portions of property (other than foundations) – 15% of the total amount for which the Insurer would have been liable had the property insured by the item at the Premises where the DAMAGE has occurred been wholly destroyed.

4. The total amount recoverable under any item of the Policy shall not exceed its sum insured.

5. All the terms and conditions of the Policy except in so far as they are varied hereby shall apply as if they had been incorporated herein.

7. Reinstatement

Subject to the following special conditions the basis upon which the amount payable in respect of Buildings and Contents is to be calculated shall be the reinstatement of the property lost, destroyed or damaged.

For this purpose 'reinstatement' means:

a) the rebuilding or replacement of property lost or destroyed which provided the liability of the Insurer is not increased may be carried out:

   i. in any manner suitable to the requirements of the Insured

   ii. upon another site

b) the repair or restoration of property damaged in either case to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new.

Special conditions

1. The liability of the Insurer for the repair or restoration of property damaged in part only shall not exceed the amount which would have been payable had such property been wholly destroyed.
2. No payment beyond the amount which would have been payable in the absence of this Supplementary condition shall be made:

   A. unless reinstatement commences and proceeds without unreasonable delay

   B. until the cost of reinstatement shall have been actually incurred

   C. if the Property Insured at the time of its loss, destruction or damage shall be insured by any other insurance effected by or on behalf of the Insured which is not upon the same basis of reinstatement.
3. All the terms and conditions of the Policy shall apply:

   A. in respect of any claim payable under the provisions of this Supplementary condition except in so far as they are varied hereby

   B. where claims are payable as if this Supplementary condition had not been incorporated.
4. If at the time of reinstatement the sum representing 85% of the cost which would have been incurred in reinstating the whole of the property covered by any item subject to this Supplementary condition exceeds its sum insured at the commencement of any DAMAGE, the liability of the Insurer shall not exceed that proportion of the amount of the DAMAGE which the said sum insured shall bear to the sum representing the total cost of reinstating the whole of such property at that time.

Special condition 4 is not applicable to Buildings and Contents indicated in the Schedule as 'Index Linked'

The following Supplementary conditions 8 to 11 (inclusive) are only applicable to Section 'A' if indicated in the Schedule to be operative

8. Intruder Alarm

It is a condition precedent to the liability of the Insurer that:

a) any Intruder Alarm System required by the Insurer at any Premises so indicated in the Schedule shall be:

   i. designed and installed to the requirements of either:

      1. BS4737 – Intruder Alarm Systems in Buildings; or

      2. EN50131 – European Standard for Alarm Systems – Intruder and Hold-up Systems

   ii. inspected and maintained under a maintenance contract with the relevant alarm company

   iii. put into full and effective operation whenever the alarmed portion of the Premises is closed for business or left unattended

b) all keys or fobs of the Intruder Alarm System shall be removed from the Premises whenever they are closed for business or left unattended except that where part of the Premises is occupied residentially by the Insured or an employee of the Insured the said keys or fobs shall be removed from the business portion of the Premises.

Notes

1. The Intruder Alarm shall not be regarded as effective and immediate advice shall be given to the Insurer if:
   A. the specification or system record provides for connection to a telephone line direct line or central station warning system and to the Insured's knowledge such line or system is not in full and effective working order, or the Insured has had notice of withdraw of the police or telephone or central station service and such service has actually been withdrawn
   B. notice has been received from a Local Authority or District Court that imposes any requirement for abatement of a nuisance under the terms of the Environmental Protection Agency Act 1992 or any subsequent or other legislation.
2. This Condition has continuing effect, and its terms should be kept in mind. If circumstances should arise which render the Insured unable to comply with any part the Insurer should be contacted at once to see if help can be given to obtain reinstatement of cover.
3. Breach of this Condition shall only be relevant to claims in respect of theft or attempted theft of property whilst contained in the Premises at which the breach of Condition has occurred.

9. Minimum Security Requirements

Minimum Requirements for the Physical Security of the Premises

It is a condition precedent to liability that devices for the security of the Premises are installed in accordance with the following Security Requirements and all such devices are put into full and effective operation whenever the Premises are closed for business or left unattended: Security Requirements for the Premises

a) All external doors of the buildings occupied by the Insured together with internal doors which give access to any part of the buildings not occupied by the Insured must be fitted and secured with one of the following:
   i. a mortise deadlock with a matching boxed striking plate or a rim lock, which in either case conforms to either BS3621: Thief Resistant Lock Assemblies, or BS3681: Thief Resistant Locks
   ii. a five (or more) lever close shackle padlock and locking bar
   iii. in the case of aluminium or UPVC framed doors, an integral cylinder operated swing bolt mortise lock
   iv. an alternative form of lock or locking system of at least similar quality and strength to BS3621 or BS3681 which has been approved by the Insurer in writing.

b) Where suitable all outward opening external doors of the buildings occupied by the Insured must be fitted and secured with hinge bolts.

c) All accessible opening windows, fanlights and skylights including those accessible from decks, roofs, fire escapes or down pipes must be fitted and secured with key operated window locks. This requirement does not apply to windows protected by solid steel bars, grilles, steel shutters, expanded metal or weld-mesh.

Notes

1. Any door or window designated a fire exit will require consultation with the Fire Authority or other competent body so that the interests of both safety and security can be met.
2. The above measures comprise the Insurer's minimum security requirements. Where additional protections are required by the Insurer or where the Insurer agrees to accept alternative security measures, the Insurer will specifically advise the Insured in writing.
3. This Condition has a continuing effect, and its terms and conditions should be kept in mind. If circumstances arise which render the Insured unable to comply with any part of it, the Insured should advise the Insurer immediately to see if the Insurer can help the Insured obtain reinstatement of cover.
4. Breach of this Condition shall only invalidate claims in respect of theft or attempted theft of property whilst contained in the Premises at which the breach of Condition has occurred.

10. Glass Extension

Only applicable to the Premises as indicated in the Schedule. In the event of accidental breakage of fixed glass 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 British Standard Code of Practice BS6262

b) temporary boarding up necessarily incurred through breakage of the glass

c) damage to frames and framework of any description 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 €500.

This Extension does not cover:

i. the cost of silvering, embossing, lettering, bending or ornamenting glass in excess of €500 any one loss

ii. breakage of cracked or scratched glass

iii. breakage, damage or loss resulting from repairs or alterations to the Premises or whilst the Premises are vacant or unoccupied

iv. breakage, damage or loss caused by fire, lightning, explosion or earthquake

v. in respect of each and every loss the amount stated in the Schedule to be the Excess.

11. Reinstatement – day one average

The Supplementary Condition "Reinstatement" is cancelled and the following substituted by the following:

a) Subject to the following special conditions the basis upon which the amount payable in respect of any item on Buildings and Contents is to be calculated shall be the reinstatement of the property lost destroyed or damaged.

For this purpose, "reinstatement" means:

i. the rebuilding or replacement of property lost or destroyed which, provided the liability of the Insurer is not increased, may be carried out:

1. in any manner suitable to the requirements of the Insured

2. upon another site

ii. the repair or restoration of property damaged

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

b) The Insured having stated in writing the Declared Value (shown in brackets below the Sum Insured) for each of the said items, the premium has been calculated accordingly.

"Declared Value" means the Insured's assessment of the cost of reinstatement of the Property Insured arrived at in accordance with paragraph a) i) at the level of costs applying at the inception of the Period of Insurance (ignoring inflationary factors which may operate subsequently) together with insofar 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.

Special Conditions

1. 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.

2. If at the time of DAMAGE the Declared Value of the property covered by such item be less than the cost of reinstatement (as defined in paragraph b above) at the inception of the Period of Insurance then the Insurer's liability for the DAMAGE shall not exceed that proportion thereof which the Declared Value bears to such cost of reinstatement.

3. The liability of the Insurer for the repair or restoration of property damaged in part only shall not exceed the amount which would have been payable had such Property been wholly destroyed.
4. No payment beyond the amount which would have been payable in the absence of this Condition shall be made:
   a) unless reinstatement commences and proceeds without unreasonable delay
   b) until the cost of reinstatement shall have been actually incurred
   c) if the Property Insured at the time of its loss, destruction or damage shall be insured by any other insurance effected by or on behalf of the Insured which is not upon the same basis of reinstatement.
5. All the terms and conditions of the Policy shall apply:
   a) in respect of any claim payable under the provisions of this Condition except in so far as they are varied hereby
   b) where claims are payable as if this Condition had not been incorporated except that the Sum(s) Insured shall be limited to the Declared Value(s).

Section B1 – Business Interruption 'All Risks' Estimated Gross Profit

In the event of any Incident during the Period of Insurance in consequence of which the Business carried on by the Insured at the Premises be interrupted or interfered with the Insurer will pay to the Insured in respect of each item stated in the Schedule the loss of Gross Profit due to:

a) reduction in Turnover; and

b) increase in cost of working

and the amount payable as indemnity shall be:

i. in respect of reduction in Turnover the sum produced by applying the Rate of Gross Profit to the amount by which the Turnover during the Indemnity Period falls short of the Standard Turnover in consequence of the Incident

ii. in respect of increase in cost of working the additional expenditure subject to the uninsured standing charges provision necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in Turnover which but for that expenditure would have taken place during the Indemnity Period in consequence of the Incident 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 the charges and expenses of the Business payable out of Gross Profit as may cease or be reduced in consequence of the Incident.

Provided always that:

1. at the time of the Incident there is in force an insurance covering the Insured's interest in the property against such Incident and that payment:
   A. has been made or liability admitted therefor
   B. would have been made or liability admitted but for a proviso excluding liability for losses below a specified amount
2. the Insurer's liability under this Section shall not exceed:
   A. in respect of Gross Profit 133.3% of the Estimated Gross Profit stated herein and in respect of each other item 100% of the Sum Insured stated herein
   B. the Sum Insured (or limit) remaining after deduction for any other interruption or interference consequent upon any Incident occurring during the same period of insurance unless the Insurer has agreed to reinstate the Sum Insured (or limit).

Definitions

1. Consequential Loss

'CONSEQUENTIAL LOSS', in capital letters, shall mean loss resulting from interruption of or interference with the Business carried on by the Insured at the Premises in consequence of accidental loss or destruction of or damage to property used by the Insured at the Premises for the purpose of the Business.

2. Defined Peril

'Defined Peril' shall mean fire, lightning, explosion, aircraft or other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons (other than thieves), earthquake, storm, flood, escape of water from any tank apparatus or pipe or impact by any vehicle or by goods falling therefrom or by animal.

3. Estimated Gross Profit

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 12 months.

4. Gross Profit

The amount by which the Turnover plus the closing stock and work in progress exceeds the value of the opening stock plus the work in progress and the amount of the Uninsured Working Expenses.

5. Incident

Loss or destruction of or damage to property used by the Insured at the Premises for the purpose of the Business.

6. Indemnity Period

The period beginning with the occurrence of the Incident and ending not later than the Maximum Indemnity Period thereafter during which the results of the Business are affected.

7. Maximum Indemnity Period

The period stated in the Schedule.

8. Outstanding Debit Balances

The total amount outstanding in customers' accounts on the last day of the month preceding an Incident adjusted for:

a) bad debts; and

b) amounts debited (or invoiced but not debited) and credited (including credit notes and cash not passed through the books at the time of the Incident) to customers' accounts in the period between the last day of the month preceding the Incident and the date of the Incident; and

c) any abnormal condition of trade which had or could have had a material effect on the Business

so that the adjusted figures shall represent as nearly as practicable those which would have applied at the date of the Incident.

9. Rate of Gross Profit

The rate of Gross Profit earned on the Turnover during the financial year immediately before the date of the Incident.

10. Standard Turnover

The Turnover during that period in the 12 months immediately before the date of the Incident which corresponds with the Indemnity Period.

11. Turnover

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.

12. Uninsured Working Expenses

Purchases, discounts allowed less discounts received, freight, packaging, bad debts and any other expenses stated as excluded in the Schedule.

Notes

1. To the extent which the Insured is accountable to the tax authorities for Value Added Tax all terms in this Section shall be exclusive of such tax.
2. For the purpose of these definitions any adjustment implemented in current cost accounting shall be disregarded.
3. The amounts of opening and closing stocks and work in progress shall be arrived at in accordance with the Insured's normal accountancy methods due provision being made for depreciation.

4. The words and expressions used in the definition of Uninsured Working Expenses shall have the meaning attached to them in the Insured's books and accounts.
5. Adjustments shall be made to the Rate of Gross Profit and Standard Turnover 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 Incident or which would have affected the Business had the Incident not occurred so that the adjusted figures shall represent as nearly as practicable the results which but for the Incident would have been obtained during the relative period after the Incident.

Clauses

1. Alternative Trading

If during the Indemnity Period goods are sold or services provided elsewhere than at the Premises for the benefit of the Business either by the Insured or by others on the Insured's behalf the money paid or payable in respect of such sales or services shall be brought into account in arriving at the Turnover during the Indemnity Period.

2. Book Debts

In the event of an Incident in consequence of which the Insured is unable to trace or establish the Outstanding Debit Balances in whole or in part due to the Insured the Insurer will pay to the Insured the amount of any loss of Outstanding Debit Balances resulting provided always that:

a) the amount payable shall not exceed:
   i. the difference between:
      1. outstanding Debit Balances; and
      2. the total of the amounts received or traced.
   ii. the additional expenditure incurred with the Insurer's prior consent in tracing and establishing customers' debit balances after the Incident.
   iii. in total the sum stated in the Schedule

b) it is a condition precedent to the Insurer's liability that:
   i. the Insured's books of account and other business books and records in which customers' accounts are shown shall be kept in fire resisting safes or fire resisting cabinets when not in use
   ii. duplicate records are kept in a separate building.

3. New Businesses

For any claim arising from an Incident occurring before the completion of the first year's trading of the Business at the Premises the definitions of Rate of Gross Profit and Standard Turnover shall have the following meanings:

Rate of Gross Profit: the Rate of Gross Profit earned on the Turnover during the period between the date of the commencement of the Business and the date of the Incident.

Standard Turnover: the proportional equivalent for a period equal to the Indemnity Period of the Turnover realised during the period between the commencement date of the Business and the date of the Incident.

4. Payments on Account

At the Insurer's discretion payments on account may be made to the Insured during the Indemnity Period but in no case shall any payment exceed the Insurer's liability in respect of reduction in Turnover under each item for the period in respect of which a payment is to be made.

5. Premium Adjustment

The premium is provisional and based upon the Estimated Gross Profit.

Not later than six months after the expiry of each period of insurance the Insured shall supply to the Insurer a declaration confirmed by the Insured's professional accountants of the Gross Profit earned during the financial year most nearly concurrent with the period of insurance.

If any Incident has occurred giving rise to a claim the declaration shall be increased by the Insurer for the purposes of premium adjustment by the amount by which the Gross Profit was reduced during the financial year solely in consequence of the Incident.

If the declaration adjusted as provided for above and proportionately increased where the Maximum Indemnity Period exceeds 12 months:

a) is less than the Estimated Gross Profit for the relative period of insurance the Insurer will allow a pro rata return of premium paid on the Estimated Gross Profit but not exceeding 50% of such 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 on the Estimated Gross Profit.

6. Professional Accountants' Fees

The Insurer will pay reasonable fees payable by the Insured to the Insured's professional accountants for producing any particulars or details contained in the Insured's accounts or other documents which may be required by the Insurer under the conditions of this Section for the purpose of investigating or verifying any claim.

7. Salvage Sale

If following any Incident giving rise to a claim under this Section the Insured holds a salvage sale during the Indemnity Period the cover paragraph shall read as follows:

In respect of reduction in Turnover the sum produced by applying the Rate of Gross Profit to the amount by which the Turnover during the Indemnity Period less the Turnover for the period of the salvage sale shall in consequence of the Incident fall short of the Standard Turnover from which sum shall be deducted the Gross Profit actually earned during the period of the salvage sale.

8. Separate Businesses or Departments

For each business or department of the Business for which independent trading results are ascertainable the cover paragraphs a) and b) applicable to Gross Profit and increase in cost of working shall be separately applied.

9. Uninsured Standing Charges

If any standing charges of the Business are not insured having been deducted in arriving at the Gross Profit then in calculating the amount recoverable as increase in cost of working only that proportion of any additional expenditure shall be brought into account which the Gross Profit bears to the sum of the Gross Profit and uninsured standing charges.

The following Extensions 1 to 4 (inclusive) are only applicable to Section B1 if indicated in the Schedule to be operative

1. Suppliers Extension

Any loss as insured by this Section resulting from interruption of or interference with the Business in consequence of accidental loss, destruction or damage at the applicable situation(s) named in the Schedule shall be deemed to be an Incident, provided that, after the application of all other terms and conditions of the Policy the liability under the Extension in respect of any one occurrence shall not exceed those limit(s) shown in the Schedule.

This Extension does not cover the premises of any supply undertaking from which the Insured obtains electricity, gas or water or telecommunications services.

2. Customers Extension

Any loss as insured by this Section resulting from interruption of or interference with the Business in consequence of accidental loss, destruction or damage at the applicable situation(s) named in the Schedule shall be deemed to be an

Incident, provided that, after the application of all other terms and conditions of the Policy the liability under the Extension in respect of any one occurrence shall not exceed those limit(s) shown in the Schedule.

3. Denial of Access

This Section is extended to include loss as insured by this Section resulting from interruption of or interference with the Business in consequence of accidental loss, destruction or damage to property within a radius of 500 metres of the Premises, which prevents or hinders the use of the Premises or access thereto, whether the Premises or property of the Insured therein shall be damaged or not. But excluding:

loss or destruction of or 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.

The liability under this Extension in respect of any one occurrence shall not exceed the amount stated in the Schedule.

The maximum indemnity period provided under this Extension is 3 months.

4. Public Utilities – Electricity, Gas, Water and Telecommunications

Any loss as insured by this Section resulting from interruption of or interference with the Business in consequence of accidental loss, destruction or damage to the under-noted property shall be deemed to be an Incident, provided that, after the application of all other terms and conditions of the Policy the liability under the Extension in respect of any one occurrence shall not exceed the amount stated in the Schedule.

Property at any:

a) generating station or sub-station of the public electricity supply undertaking

b) land based premises of the public gas supply undertaking or of any natural gas producer linked directly therewith

c) water works or pumping station of the public water supply undertaking

d) land based premises of the public telecommunications undertaking

e) the terminal end(s) of a)/d) above

from which the Insured obtains electricity gas water or telecommunications services all in the Republic of Ireland.

Excluding the first 24 hours of each and every loss.

The maximum indemnity period provided under this Extension is 12 months.

Section B2 – Business Interruption 'All Risks' Estimated Gross Revenue

In the event of any Incident during the Period of Insurance in consequence of which the Business carried on by Insured at the Premises be interrupted or interfered with the Insurer will pay to the Insured in respect of each item stated in the Schedule the:

a) loss of Gross Revenue; and

b) increase in cost of working

and the amount payable as indemnity shall be:

i. in respect of loss of Gross Revenue the amount by which the Gross Revenue during the Indemnity Period falls short of the Standard Gross Revenue in consequence of the Incident

ii. in respect of increase in cost of working the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in Gross Revenue which but for that expenditure would have taken place during the Indemnity Period in consequence of the Incident but not exceeding the amount of reduction in Gross Revenue thereby avoided

less any sum saved during the Indemnity Period in respect of the charges and expenses of the Business payable out of Gross Revenue as may cease or be reduced in consequence of the Incident.

Provided always that:

1. at the time of the Incident there is in force an insurance covering the Insured's interest in the property against such Incident and that payment:

   A. has been made or liability admitted therefor

   B. would have been made or liability admitted but for a proviso excluding liability for losses below a specified amount

2. the Insurer's liability under this Section shall not exceed:

   A. in respect of Gross Revenue 133.3% of the Estimated Gross Revenue stated herein and in respect of each other item 100% of the Sum Insured stated herein

   B. the Sum Insured (or limit) remaining after deduction for any other interruption or interference consequent upon any Incident occurring during the same period of insurance unless the Insurer has agreed to reinstate the Sum Insured (or limit).

Definitions

1. Consequential Loss

'CONSEQUENTIAL LOSS', in capital letters, shall mean loss resulting from interruption of or interference with the Business carried on by the Insured at the Premises in consequence of accidental loss or destruction of or damage to property used by the Insured at the Premises for the purpose of the Business.

2. Defined Peril

'Defined Peril' shall mean fire, lightning, explosion, aircraft or other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons (other than thieves), earthquake, storm, flood, escape of water from any tank apparatus or pipe or impact by any vehicle or by goods falling therefrom or by animal.

3. Estimated Gross Revenue

The amount declared by the Insured to the Insurer as representing not less than the Gross Revenue 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 12 months.

4. Gross Revenue

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 less the relative cost of purchases and other specific costs as may be applicable to the Business.

5. Incident

Loss or destruction of or damage to property used by the Insured at the Premises for the purpose of the Business.

6. Indemnity Period

The period beginning with the occurrence of the Incident and ending not later than the Maximum Indemnity Period thereafter during which the results of the Business are affected.

7. Maximum Indemnity Period

The period stated in the Schedule.

8. Outstanding Debit Balances

The total amount outstanding in customers' accounts on the last day of the month preceding an Incident adjusted for:

a) bad debts; and

b) amounts debited (or invoiced but not debited) and credited (including credit notes and cash not passed through the books at the time of the Incident) to customers' accounts in the period between the last day of the month preceding the Incident and the date of the Incident; and

c) any abnormal condition of trade which had or could have had a material effect on the Business

so that the adjusted figures shall represent as nearly as practicable those which would have applied at the date of the Incident.

9. Standard Gross Revenue

The Gross Revenue during that period in the 12 months immediately before the date of the Incident which corresponds with the Indemnity Period.

Notes

1. To the extent which the Insured is accountable to the tax authorities for Value Added Tax all terms in this Section shall be exclusive of such tax.
2. For the purpose of these definitions any adjustment implemented in current cost accounting shall be disregarded.
3. Adjustments shall be made to the Standard Gross Revenue 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 Incident or which would have affected the Business had the Incident not occurred so that the adjusted figures shall represent as nearly as practicable the results which but for the Incident would have been obtained during the relative period after the Incident.

Clauses

1. Alternative Trading

If during the Indemnity Period goods are sold or services provided elsewhere than at the Premises for the benefit of the Business either by the Insured or by others on the Insured's behalf the money paid or payable in respect of such sales or services shall be brought into account in arriving at the Turnover during the Indemnity Period.

2. Book Debts

In the event of an Incident in consequence of which the Insured is unable to trace or establish the Outstanding Debit Balances in whole or in part due to the Insured the Insurer will pay to the Insured the amount of any loss of Outstanding Debit Balances resulting provided always that:

a) the amount payable shall not exceed:

i. the difference between:

1. outstanding Debit Balances; and

2. the total of the amounts received or traced

ii. the additional expenditure incurred with the Insurer's prior consent in tracing and establishing customers' debit balances after the Incident

iii. in total the sum stated in the Schedule

b) it is a condition precedent to the Insurer's liability that:

i. the Insured's books of account and other business books and records in which customers' accounts are shown shall be kept in fire resisting safes or fire resisting cabinets when not in use

ii. duplicate records are kept in a separate building.

3. New Businesses

For any claim arising from an Incident occurring before the completion of the first year's trading of the Business at the Premises the definition of Standard Gross Revenue shall have the following meaning:

Standard Gross Revenue: the proportional equivalent for a period equal to the Indemnity Period of the Gross Revenue realised during the period between the date of the commencement of the Business and the date of the Incident.

4. Payments on Account

At the Insurer's discretion payments on account may be made to the Insured during the Indemnity Period but in no case shall any payment exceed the Insurer's liability in respect of reduction in Turnover under each item for the period in respect of which a payment is to be made.

5. Premium Adjustment

The premium is provisional and based upon the Estimated Gross Profit.

Not later than six months after the expiry of each period of insurance the Insured shall supply to the Insurer a declaration confirmed by the Insured's professional accountants of the Gross Profit earned during the financial year most nearly concurrent with the period of insurance.

If any Incident has occurred giving rise to a claim the declaration shall be increased by the Insurer for the purposes of premium adjustment by the amount by which the Gross Profit was reduced during the financial year solely in consequence of the Incident.

If the declaration adjusted as provided for above and proportionately increased where the Maximum Indemnity Period exceeds 12 months:

a) is less than the Estimated Gross Profit for the relative period of insurance the Insurer will allow a pro rata return of premium paid on the Estimated Gross Profit but not exceeding 50% of such 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 on the Estimated Gross Profit.

6. Professional Accountants' Fees

The Insurer will pay reasonable fees payable by the Insured to the Insured's professional accountants for producing any particulars or details contained in the Insured's accounts or other documents which may be required by the Insurer under the conditions of this Section for the purpose of investigating or verifying any claim.

7. Temporary Removal of Documents

Loss resulting from interruption or interference with the Business in consequence of loss or destruction of or damage to office records of any description while temporarily removed in the Republic of Ireland shall be deemed by the Insurer to be loss resulting from an Incident.

The following Extensions 1 to 4 (inclusive) are only applicable to Section B2 if indicated in the Schedule to be operative.

1. Suppliers Extension

Any loss as insured by this Section resulting from interruption of or interference with the Business in consequence of accidental loss, destruction or damage at the applicable situation(s) named in the Schedule shall be deemed to be an Incident, provided that, after the application of all other terms and conditions of the Policy the liability under the Extension in respect of any one occurrence shall not exceed those limit(s) shown in the Schedule.

This Extension does not cover the premises of any supply undertaking from which the Insured obtains electricity, gas or water or telecommunications services.

2. Customers Extension

Any loss as insured by this Section resulting from interruption of or interference with the Business in consequence of accidental loss, destruction or damage at the applicable situation(s) named in the Schedule shall be deemed to be an Incident, provided that, after the application of all other terms and conditions of the Policy the liability under the Extension in respect of any one occurrence shall not exceed those limit(s) shown in the Schedule.

3. Denial of Access

This Section is extended to include loss as insured by this Section resulting from interruption of or interference with the Business in consequence of accidental loss, destruction or damage to property within a radius of 500 metres of the Premises, which prevents or hinders the use of the Premises or access thereto, whether the Premises or property of the Insured therein shall be damaged or not. But excluding:

loss or destruction of or 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.

The liability under this Extension in respect of any one occurrence shall not exceed the amount stated in the Schedule.

The maximum indemnity period provided under this Extension is 3 months.

4. Public Utilities – Electricity, Gas, Water and Telecommunications

Any loss as insured by this Section resulting from interruption of, or interference with, the Business in consequence of accidental loss, destruction or damage to the under-noted property shall be deemed to be an Incident, provided that, after the application of all other terms and conditions of the Policy the liability under the Extension in respect of any one occurrence shall not exceed the amount stated in the Schedule.

Property at any:

a) generating station or sub-station of the public electricity supply undertaking

b) land based premises of the public gas supply undertaking or of any natural gas producer linked directly therewith

c) water works or pumping station of the public water supply undertaking

d) land based premises of the public telecommunications undertaking

e) the terminal end(s) of a)/d) above

from which the Insured obtains electricity gas water or telecommunications services all in the Republic of Ireland.

Excluding the first 24 hours of each and every loss.

The maximum indemnity period provided under this Extension is 12 months.

Section B3 – Business Interruption 'All Risks' Estimated Rent Receivable

In the event of an Incident during the Period of Insurance in consequence of which the Business carried on by the Insured at the Premises be interrupted or interfered with the Insurer will pay to the Insured in respect of each item stated in the Schedule the:

a) loss of Rent Receivable; and

b) increase in cost of working and the amount payable as indemnity shall be:

   i. in respect of loss of Rent Receivable the amount by which the Rent Receivable during the Indemnity Period falls short of the Standard Rent Receivable in consequence of the Incident

   ii. in respect of increase in cost of working the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in the Rent Receivable which but for that expenditure would have taken place during the Indemnity Period in consequence of the Incident

less any sum saved during the Indemnity Period in respect of the charges and expenses of the Business payable out of Rent Receivable as may cease or be reduced in consequence of the Incident.

Provided always that:

1. at the time of the Incident there is in force an insurance covering the Insured's interest in the property against such Incident and that payment:

   A. has been made or liability admitted therefor

   B. would have been made or liability admitted but for a proviso excluding liability for losses below a specified amount

2. the Insurer's liability under this Section shall not exceed:

   A. in respect of Rent Receivable 133.3% of the Estimated Rent Receivable stated herein and in respect of each other item 100% of the Sum Insured stated herein

   B. the Sum Insured (or limit) remaining after deduction for any other interruption or interference consequent upon any Incident occurring during the same period of insurance unless the Insurer has agreed to reinstate any Sum Insured (or limit).

Definitions

1. Consequential Loss

'CONSEQUENTIAL LOSS', in capital letters, shall mean loss resulting from interruption of or interference with the Business carried on by the Insured at the Premises in consequence of accidental loss or destruction of or damage to property used by the Insured at the Premises for the purpose of the Business.

2. Defined Peril

'Defined Peril' shall mean fire, lightning, explosion, aircraft or other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons (other than thieves), earthquake, storm, flood, escape of water from any tank apparatus or pipe or impact by any vehicle or by goods falling therefrom or by animal.

3. Estimated Rent Receivable

The amount declared by the Insured to the Insurer as representing not less than the Rent Receivable 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 12 months.

4. Incident

Loss or destruction of or damage to property used by you at the Premises for the purpose of the Business.

5. Indemnity Period

The period beginning with the occurrence of the Incident and ending not later than the Maximum Indemnity Period thereafter during which the results of the Business are affected.

6. Maximum Indemnity Period

The period stated in the Schedule.

7. Outstanding Debit Balances

The total amount outstanding in customers' accounts on the last day of the month preceding an Incident adjusted for:

a) bad debts; and

b) amounts debited (or invoiced but not debited) and credited (including credit notes and cash not passed through the books at the time of the Incident) to customers' accounts in the period between the last day of the month preceding the Incident and the date of the Incident; and

c) any abnormal condition of trade which had or could have had a material effect on the Business so that the adjusted figures shall represent as nearly as practicable those which would have applied at the date of the Incident.

8. Rent Receivable

The amount of the rent and other income received or receivable from the letting of and the services rendered at the Premises.

9. Standard Rent Receivable

The Rent Receivable during that period in the 12 months immediately before the date of the Incident which corresponds with the Indemnity Period.

Notes

1. To the extent which the Insured is accountable to the tax authorities for Value Added Tax all terms in this Section shall be exclusive of such tax.
2. For the purpose of these definitions any adjustment implemented in current cost accounting shall be disregarded.
3. Adjustments shall be made to the Standard Rent Receivable 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 Incident or which would have affected the Business had the Incident not occurred so that the adjusted figures shall represent as nearly as practicable the results which but for the Incident would have been obtained during the relative period after the Incident.

Clauses

1. Alternative Trading

If during the Indemnity Period goods are sold or services provided elsewhere than at the Premises for the benefit of the Business either by the Insured or by others on the Insured's behalf the money paid or payable in respect of such sales or services shall be brought into account in arriving at the Turnover during the Indemnity Period.

2. Book Debts

In the event of an Incident in consequence of which the Insured is unable to trace or establish the Outstanding Debit Balances in whole or in part due to the Insured the Insurer will pay to the Insured the amount of any loss of Outstanding Debit Balances resulting provided always that:

a) the amount payable shall not exceed:

i. the difference between:

1. outstanding Debit Balances; and

2. the total of the amounts received or traced

ii. the additional expenditure incurred with the Insurer's prior consent in tracing and establishing customers' debit balances after the Incident

iii. in total the sum stated in the Schedule

b) it is a condition precedent to the Insurer's liability that:

i. the Insured's books of account and other business books and records in which customers' accounts are shown shall be kept in fire resisting safes or fire resisting cabinets when not in use

ii. duplicate records are kept in a separate building.

3. New Businesses

For any claim arising from an Incident occurring before the completion of the first year's trading of the Business at the Premises the definition of Standard Rent Receivable shall have the following meaning:

Standard Rent Receivable: the proportional equivalent for a period equal to the Indemnity Period of the Rent Receivable realised during the period between the commencement of the Business and the date of the Incident 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 whether before or after the Incident or which would have affected the Business had the Incident not occurred so that the adjusted figures shall represent as nearly as may be reasonably practicable the results which but for the Incident would have been obtained during the relative period after the Incident.

4. Payments on Account

At the Insurer's discretion payments on account may be made to the Insured during the Indemnity Period but in no case shall any payment exceed the Insurer's liability in respect of loss of Rent Receivable under each item for the period in respect of which a payment is to be made.

5. Premium Adjustment

The premium is provisional and based upon the Estimated Rent Receivable.

Not later than six months after the expiry of each period of insurance the Insured shall supply to the Insurer a declaration confirmed by the Insured's professional accountants of the Rent Receivable earned during the financial year most nearly concurrent with the period of insurance.

If any Incident has occurred giving rise to a claim the declaration shall be increased by the Insurer for the purposes of premium adjustment by the amount by which the Rent Receivable was reduced during the financial year solely in consequence of the Incident.

If the declaration adjusted as provided for above and proportionately increased where the Maximum Indemnity Period exceeds 12 months:

a) is less than the Estimated Rent Receivable for the relative period of insurance the Insurer will allow a pro rata return of premium paid on the Estimated Rent Receivable but not exceeding 50% of such premium

b) is greater than the Estimated Rent Receivable for the relative period of insurance the Insured shall pay a pro rata addition to the premium on the Estimated Rent Receivable.

6. Professional Accountants' Fees

The Insurer will pay reasonable fees payable by the Insured to the Insured's professional accountants for producing any particulars or details contained in the Insured's accounts or other documents which may be required by the Insurer under the conditions of this Section for the purpose of investigating or verifying any claim.

The following extensions 1 to 2 (inclusive) are only applicable to Section B3 if indicated in the Schedule to be operative and will be deemed to be an Incident.

1. Denial of Access

This Section is extended to include loss as insured by this Section resulting from interruption of or interference with the Business in consequence of accidental loss, destruction or damage to property within a radius of 500 metres of the Premises, which prevents or hinders the use of the Premises or access thereto, whether the Premises or property of the Insured therein shall be damaged or not. But excluding:

loss or destruction of or 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.

The liability under this Extension in respect of any one occurrence shall not exceed the amount stated in the Schedule.

The maximum indemnity period provided under this Extension is 3 months.

2. Public Utilities – Electricity, Gas, Water and Telecommunications

Any loss as insured by this Section resulting from interruption of or interference with the Business in consequence of accidental loss, destruction or damage to the under-noted property shall be deemed to be an Incident, provided that, after the application of all other terms and conditions of the Policy the liability under the Extension in respect of any one occurrence shall not exceed the amount stated in the Schedule.

Property at any:

a) generating station or sub-station of the public electricity supply undertaking

b) land based premises of the public gas supply undertaking or of any natural gas producer linked directly therewith

c) water works or pumping station of the public water supply undertaking

d) land based premises of the public telecommunications undertaking

e) the terminal end(s) of a)/d) above

from which the Insured obtains electricity gas water or telecommunications services all in the Republic of Ireland.

Excluding the first 24 hours of each and every loss.

The maximum indemnity period provided under this Extension is 12 months.

Exclusions applicable to Sections A, B1, B2 and B3

Sections A, B1, B2 and B3 do not cover:

1. DAMAGE or CONSEQUENTIAL LOSS caused by or consisting of:

   a) inherent vice, latent defect, gradual deterioration, wear and tear, frost, change in water table level, its own faulty or defective design or materials

   b) faulty or defective workmanship, operational error or omission, on the part of the Insured or any of his employees

   c) the bursting by steam pressure of a boiler economiser vessel machine or apparatus in which internal pressure is due to steam only and belonging to or under the control of the Insured other than:

      i. in respect of Section A – a boiler used for domestic purposes only

      ii. in respect of Sections B1, B2 and B3 – any boiler or economiser on the Premises or a boiler used for domestic purposes only

   but this shall not exclude subsequent DAMAGE or CONSEQUENTIAL LOSS which itself results from a cause not otherwise excluded

2. DAMAGE or CONSEQUENTIAL LOSS caused by or consisting of:

   a) corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin or insect

   b) change in temperature, colour, flavour, texture or finish

   DAMAGE or CONSEQUENTIAL LOSS consisting of:

   c) joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any range of steam and feed piping in connection therewith

   d) mechanical or electrical breakdown or derangement of the particular machine, apparatus or equipment in which such breakdown or derangement originates

   e) CONSEQUENTIAL LOSS caused by the deliberate act of a supply undertaking in withholding the supply of water, gas, electricity, fuel or telecommunications services

   but this shall not exclude:

      i. such DAMAGE or CONSEQUENTIAL LOSS not otherwise excluded which itself results from a Defined Peril or from any other accidental loss, destruction or damage

      ii. subsequent DAMAGE or CONSEQUENTIAL LOSS which itself results from a cause not otherwise excluded

3. DAMAGE caused by or consisting of or CONSEQUENTIAL LOSS arising directly from theft or attempted theft:

   a) not involving:

      i. breaking into or out of the Buildings of the Premises by forcible and violent means or

      ii. robbery or attempted robbery committed in the Premises

   b) to property on or in any garden, yard, open place or open sided Building

   c) by any person lawfully on the Premises

   DAMAGE caused by or arising directly or indirectly from theft or attempted theft:

   d) of money, cheques, stamps (including National Insurance stamps) bonds, credit cards or securities of any description

   e) of jewellery, precious stones, precious metals, bullion, furs, curiosities, works of art or rare books but this shall not exclude:

      i. such DAMAGE or CONSEQUENTIAL LOSS not otherwise excluded which itself results from a Defined Peril or from any other accidental loss, destruction or damage

ii. subsequent DAMAGE or CONSEQUENTIAL LOSS which itself results from a cause not otherwise Excluded

4. a) in respect of Section A:

loss or destruction or damage 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 Defined Peril

ii. a Defined Peril which itself results from pollution or contamination

iii. sudden, identifiable, unintended and unexpected pollution or contamination which itself results from All Other DAMAGE

iv. all Other DAMAGE which itself results from sudden, identifiable, unintended and unexpected pollution or contamination

b) in respect of Sections B1, B2 and B3:

loss resulting from pollution or contamination but this shall not exclude loss resulting from destruction of or damage to property used by the Insured at the Premises for the purpose of the Business, not otherwise excluded, caused by:

i. pollution or contamination at the Premises which itself results from a Defined Peril

ii. a Defined Peril hereby insured against which itself results from pollution or contamination

iii. sudden, identifiable, unintended and unexpected pollution or contamination at the Premises which itself results from All Other DAMAGE

iv. All Other DAMAGE which itself results from sudden, identifiable, unintended and unexpected pollution or contamination

subject to a total limit of liability in respect of a) iii) and iv) and b) iii) and iv) in any one Period of Insurance of €25,000

5. DAMAGE or CONSEQUENTIAL LOSS caused by or consisting of subsidence or ground heave of any part of the site on which the property stands or landslip:

a) in respect of land insured hereby unless also affecting a building insured hereby

b) caused by or consisting of:

i. the normal settlement or bedding down of new structures

ii. the settlement or movement of made-up ground

iii. coastal or river erosion

iv. defective design or workmanship or the use of defective materials

c) which originated prior to the inception of this cover

d) resulting from:

i. demolition, construction, structural alteration or repair of any property; or

ii. groundwork or excavation

at the same premises

6. DAMAGE or CONSEQUENTIAL LOSS caused by or consisting of acts of fraud or dishonesty but this shall not exclude such DAMAGE or CONSEQUENTIAL LOSS if resulting from a cause which is not otherwise excluded

7. DAMAGE caused by or consisting of or CONSEQUENTIAL LOSS arising directly or indirectly from:

a) disappearance, unexplained or inventory shortage, misfiling or misplacing of information

b) in respect of Sections B1, B2 and B3:

i. erasure, loss, distortion or corruption of information on computer systems or other records, programmes or software caused deliberately by rioters, strikers, locked-out workers, persons taking part in labour disturbances or civil commotion or malicious persons

ii. other erasure, loss, distortion or corruption of information on computer systems or other records, programmes or software unless resulting from a Defined Peril insofar as it is not otherwise excluded

8. in respect of Section A:

   a) destruction of or damage to a Building or structure caused by its own collapse or cracking

   in respect of Sections B1, B2 and B3:

   b) loss resulting from destruction of or damage to a Building or structure used by the Insured at the Premises caused by its own collapse or cracking

   unless resulting from a Defined Peril insofar as it is not otherwise excluded

9. DAMAGE or CONSEQUENTIAL LOSS in respect of:

   a) movable property in the open, fences and gates caused by wind, rain, hail, sleet, snow, flood or dust

   b) property in transit other than whilst at the Premises

10. DAMAGE or CONSEQUENTIAL LOSS in respect of:

    a) caused by fire resulting from its undergoing any heating process or any process involving the application of heat

    b) (other than by fire or explosion) resulting from its undergoing any process of production, packing, treatment, testing, commissioning, servicing or repair

11. DAMAGE or CONSEQUENTIAL LOSS caused by:

    a) freezing

    b) escape of water from any tank apparatus or pipe

    c) (other than by fire or explosion) malicious persons not acting on behalf of or in connection with any political organisation

    in respect of any building which is empty or not in use for more than thirty consecutive days

12. DAMAGE in respect of:

    a) money, cheques, stamps, bonds, credit cards or securities of any description

    b) jewellery, precious stones, precious metals, bullion, furs, curiosities, works of art or rare books

    other than such DAMAGE caused by:

    i. a Defined Peril

    ii. theft or attempted theft involving breaking into or out of the buildings of the Premises by forcible and violent means robbery or attempted robbery committed in the Premises

    in so far as it is not otherwise excluded

13. a) in respect of Section A – unless specifically mentioned as insured

    b) in respect of Sections B1, B2 and B3 – unless CONSEQUENTIAL LOSS is caused by a Defined Peril in so far as it is not otherwise excluded:

    i. vehicles licensed for road use (including accessories thereon), caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft

    ii. piers, jetties, bridges, culverts or excavations

    iii. livestock, growing crops or trees

14. DAMAGE to or CONSEQUENTIAL LOSS in respect of property or structures in course of construction or erection and materials or supplies in connection with all such property in course of construction or erection other than such damage or in respect of such CONSEQUENTIAL LOSS caused by:

    a) a Defined Peril

b) theft or attempted theft involving breaking into or out of the Buildings of the Premises by forcible and violent means

c) robbery or attempted robbery committed in the Premises

15. Property which at the time of the happening of DAMAGE is insured by or would but for the existence of this Policy be insured by any marine policy or policies except in respect of any excess beyond the amount which would have been payable under the marine policy or policies had this insurance not been effected

16. a) in respect of Section A any loss or destruction of or damage to land

    b) in respect of Sections B1, B2 and B3 CONSEQUENTIAL LOSS caused by loss or destruction of or damage to land

    other than for an amount of any loss of less than €25,000 in total in respect of land to a depth of up to one metre, the Insured's own or for which they are responsible, within the perimeter of the Premises provided that such loss is not otherwise excluded

17. any property more specifically insured by or on behalf of the Insured

18. in respect of Section A, CONSEQUENTIAL LOSS of any kind or description except loss of rent when such loss is included in the cover under Section A.

Section C – 'Money'

In the event of physical loss or destruction of or damage to:

a) 'Money'

b) safes or strongrooms which normally contain 'Money' caused by theft or attempt thereat

c) any case, bag or waistcoat when such is used for the carriage of 'Money'

d) franking machines the property of the Insured or for which the Insured is responsible caused by theft or attempt thereat

occurring within the limits of the Republic of Ireland the Insurer will indemnify the Insured against such loss, destruction or damage provided always that the liability of the Insurer in respect of any Item Insured shall not exceed the specified Limit of Liability shown in the Schedule.

Provided always that:

i. the Insurer's liability in respect of 'Money' in transit by post (insured under Item B.3) shall be limited to €25 per packet while in transit by unregistered post

ii. whenever the office, room or area in which a safe or strongroom containing 'Money' is situated becomes unattended:

   1. such safe or strongroom is securely locked; and

   2. all keys to such safe or strongroom are removed from the Premises or kept on the person of the Insured or an authorised employee

iii. the Insured shall keep a complete account of 'Money' in transit and on the Premises and shall deposit such record in a secure place other than in a safe or strongroom containing the 'Money'.

Definitions

1. Money

'Money' shall mean cash, bank and currency notes, postal orders, cheques, banker's drafts, bills of exchange, unused units in postage stamp franking machines, postage stamps, revenue stamps, National Savings certificates, National Insurance stamps, stamped or franked National Insurance cards, Holiday-with-Pay stamps, Premium Savings Bonds, luncheon vouchers, trading stamps, Phonecards (excluding Phonecards held in stock for resale), credit card sales vouchers, consumer redemption vouchers and gift tokens accepted by the Insured and VAT purchase invoices, all pertaining to the Business and belonging to or the responsibility of the Insured.

2. Business Hours

'Business Hours' shall mean any time when the Insured or the Insured's directors or employees with responsibility for 'Money' are in the Insured's premises for the purpose of the Insured's Business.

Exclusions

This Section does not cover:

1. losses in excess of:

   a) €100 from any unattended vehicle

   b) €250 from any amusement or vending machine

2. loss, destruction or damage caused by or due to:

   a) the dishonest acts of any person in the employ or service of the Insured not discovered within fourteen days of the actual occurrence thereof

   b) clerical or accounting errors.

Accompaniment Condition

It is a condition precedent to the Insurer's liability that wherever 'Money' other than as described in Item A is in transit by the Insured or the Insured's employee's arrangements for its security shall be as follows:

a) for amounts in excess of €3,000 but not exceeding €7,000 it shall be continuously accompanied by at least two able bodied adult persons

b) for amounts in excess of €7,000 but not exceeding €10,000 it shall be continuously accompanied by at least three able bodied adult persons or contained in a security case approved by the Insurer and accompanied by at least two able bodied adult persons

c) for amounts in excess of €10,000 it shall be transported by an approved security company.

Extensions

1. Safe Damage

In the event of physical loss of money as insured the Insurer will in addition pay for damage to any safe, postal machine or security case not exceeding the sum of €2,500 in total in respect of any one incident.

2. Personal Accident (Malicious Attack)

If whilst engaged in the Insured's Business any person (called 'the Assured') shall sustain bodily injury arising from malicious attack or assault or attempt thereat by any person stealing or attempting to steal 'Money' insured by this Section then the Insurer will reimburse the Insured in respect of payment to the Assured or his/her legal personal representative as the case may require of the sum or sums set out in the Table of Benefits.

Table of Benefits

If bodily injury as defined shall be the sole and immediate cause of:

1	Death	€10,000
2	Loss of a limb or limbs and/or loss of an eye or eyes	€10,000
3	Permanent total inability to attend to any occupation or business	€10,000
4	Temporary total inability to attend to the usual occupation or business	The Assured's normal weekly wage or salary not exceeding €100 per week

Provided always that:

a) no Benefit shall be payable until the entire amount thereof has been ascertained and agreed

b) the Insurer shall not be liable under Benefit 4 to pay for a longer period than 104 weeks in respect of any one accident

c) if the Insurer is satisfied that the inability is permanent Benefit 3 shall become payable when Benefit 4 is exhausted. The Insurer shall not otherwise be liable to pay more than one Benefit in respect of the same accident. In no case shall more than one Benefit be payable in respect of the same period of time

d) benefit shall only be payable provided death or loss occurs or disablement commences within twenty four months of the date of injury.

If the Assured as a result of a malicious attack or assault or attempt thereat shall sustain loss or damage to clothing or personal effects the Insurer will indemnify the Insured in respect of payment made to the Assured to the extent of the loss or damage so sustained but not exceeding in respect of any one such Assured the sum of €250.

Definitions applicable to the Personal Accident (Malicious Attack) Extension

1.Bodily injury

Accidental injury not including sickness, disease or any naturally occurring condition or degenerative process or any gradually operating cause.

2.Loss of limb

Total loss by physical separation at or above the wrist or ankle or permanent total loss of use of an entire hand, arm, foot or leg.

3. Loss of eye

Permanent and total loss of sight:

a) in both eyes if the Assured is registered as legally blind on the authority of an ophthalmologist or optometrist

b) in one eye if the degree of sight remaining after correction is 6/60 or less on the Snellen Scale. (This means that the Assured would see at 6 Metres what should be seen at 60 Metres).

4. Usual occupation

The occupation of the Assured as shown in the Insured's records at the date of the bodily injury.

Section D – Goods In Transit

In the event of:

a) loss of or damage to:

   i. Property whilst in or on any road Vehicle operated by the Insured or hauliers or by parcel post or by rail

   ii. Tarpaulin sheets and ropes whilst being carried on any road Vehicle operated by the Insured.

   iii. Personal Effects limited to €250 in total for any one event whilst in any Vehicle operated by the Insured

b) expenses reasonably incurred in:

   i. the transfer of Property to another Vehicle and the delivery to the original destination or return to the place of despatch necessitated by fire, collision or overturning of any road Vehicle operated by the Insured

   ii. the reloading on to any road Vehicle operated by the Insured of any Property which has fallen from such Vehicle

   iii. the removal of debris and site clearance consequent upon the destruction of or damage to Property

   iv. breaking up or dismantling the Property

c) sue and labour costs falling to be paid by the Insured

the Insurer will indemnify the Insured against such loss or damage or expenses or costs occurring whilst in transit within the Territorial Limits.

Provided always that:

1. the Insurer may at their option indemnify the Insured by payment or by repair, reinstatement or replacement
2. the liability of the Insurer in respect of any one Item Insured shall not exceed the specified Limit of Liability.

Definitions

1. In Transit

'In Transit' shall mean being carried from the time the Property is lifted to the time it is unloaded at its destination including:

a) loading and unloading

b) the use of recognised 'roll-on, roll-off' vehicle ferries provided no unloading or re-loading of the Vehicle is involved

c) whilst temporarily housed on or off the Vehicle in the course of the said carriage but excluding any dismantling, installation, erection or testing.

2. Property

'Property' shall mean goods belonging to the Insured or for which the Insured is responsible all pertaining to the Business.

3. Vehicle

'Vehicle' shall mean a mechanically driven conveyance including trailers whether attached or temporarily detached from the Vehicle during the course of the transit.

4. Personal Effects

'Personal Effects' shall mean personal belongings of the Insured's drivers or attendants excluding money, credit cards, radios, cassette players, laptops, notebooks, iPods and similar portable equipment, televisions or jewellery.

5. Working Hours

'Working Hours' shall mean the whole period during which the Vehicle is being worked by its driver.

6. Territorial Limits

'Territorial Limits' shall mean anywhere in Great Britain, Northern Ireland, the Channel Islands, the Isle of Man or the Republic of Ireland including transits there between.

Security provisions applicable solely in respect of vehicles operated by the Insured

These are only operative if shown in the Schedule

1. Whenever a Vehicle operated by the Insured and carrying Property is unattended it shall be protected as follows:
   a) in Working Hours all doors and windows and other means of access shall be securely fastened and locked
   b) in Working Hours all doors and windows and other means of access shall be securely fastened and locked and the alarm and immobiliser approved by the Insurer shall be switched on and made fully operational
   c) at all times out of Working Hours:
      i. all doors and windows and other means of access shall be securely fastened and locked
      ii. AND either garaged in a securely locked building of substantial construction or placed in a compound which has secure walls and/or fences and securely locked gates or in a guarded security park
   d) at all times out of Working Hours:
      i. all doors and windows and other means of access shall be securely fastened and locked
      ii. AND either garaged in a securely locked building of substantial construction or placed in a guarded security park
   e) at all times out of Working Hours all doors and windows and other means of access shall be securely fastened and locked and the alarm and immobiliser approved by the Insurer shall be switched on and made fully operational
   f) at all times out of Working Hours:
      i. all doors and windows and other means of access shall be securely fastened and locked and the alarm and immobiliser approved by the Insurer shall be switched on and made fully operational
      ii. AND either garaged in a securely locked building of substantial construction or placed in a compound which has secure walls and/or fences and securely locked gates or in a guarded security park
   g) at all times out of Working Hours:
      i. all doors and windows and other means of access shall be securely fastened and locked and the alarm and immobiliser approved by the Insurer shall be switched on and made fully operational
      ii. AND either garaged in a securely locked building of substantial construction or placed in a guarded security park.
2. Whenever a Vehicle operated by the Insured is carrying Property it shall be kept under constant guard throughout the whole period of transit by a person duly authorised by the Insured.

Exclusions

This Section does not cover:

1. claims in respect of or arising out of:
   a) depreciation, delay, inadequate documentation, consequential loss
   b) wear and tear, breakdown of refrigeration, defective packing, mildew, vermin, contamination
   c) the carriage of explosives or other dangerous goods

d) the carriage of livestock, gold or silver articles, precious metals or stones, jewellery, watches, furs, wines, spirits, tobacco, cigars and cigarettes, radios, television sets, video recorders, tape recorders and the like, non-ferrous metals and scrap, coins, money, stamps, stamp collections, bonds, securities and computers unless specifically agreed and endorsed in the Schedule to this Section

e) loss from a soft topped, open topped, open sided or curtain sided vehicle or trailer caused by theft or attempted theft (unless the vehicle or trailer is stolen at the same time) or storm

2. containers, trailers or demountable vans or the like

3. any consequence of riot, strike or civil commotion occurring outside the Republic of Ireland, confiscation, nationalisation requisition destruction or damage by any government or local authority.

Special conditions

Reasonable Care

The Insured shall exercise due care in the selection and supervision of employees, take all reasonable precautions for the safeguarding and protection of the Property and maintain in good order all Vehicles operated and all locking and other protective devices. Any alarm or immobiliser system shall be serviced and maintained by a qualified person and no alterations to the system shall be made without the approval of the Insurer.

Condition of Average (Underinsurance)

If the value of the Property contained in any one package or Vehicle and/or trailer and/or container or if the total value at risk at any one location shall at the time of loss or damage thereto exceed the Limit of Liability stated in the Schedule the Insured shall be considered as being his own insurer for the difference and shall bear a rateable share of the loss accordingly.
For the avoidance of doubt solely in respect of the application of Average to any item under this policy clause a) iii) of General Condition 8. (2) Remedies for Misrepresentations will not apply.

Excess

Where an excess is shown in the Schedule to this Section the Insured shall bear such amount in respect of each and every loss after the application of any Condition of Average (Underinsurance).

Section E – Specified Items 'All Risks'

In the event of loss of or damage to the Property Insured occurring within the Territorial Limits specified in the Schedule the Insurer will indemnify the Insured against such loss or damage at their option by payment or by repair, reinstatement or replacement but in no circumstances shall the liability of the Insurer exceed in respect of each Item the Sum Insured thereon or the intrinsic value thereof whichever is the less.

Exclusions

This Section does not cover:

1. DAMAGE arising from wear and tear or occasioned by moth or vermin or any process of heating, drying, cleaning, dyeing, alteration or repair to which the Property Insured is subjected
2. depreciation or electrical or mechanical breakdown
3. DAMAGE arising from any act of dishonesty committed or connived at by any person in the employ or service of the Insured
4. breakage of china, glass, marble, earthenware or scratching or bruising of furniture, household or musical goods unless caused by accident to the vessel or conveyance in which such property is being carried
5. loss of or damage to deeds, bonds, coins, money, securities, stamp collections, plans, patterns, designs, documents of title, contracts or other documents, business books or manuscripts or computer records unless described in the Specification of Property Insured
6. loss of any liquid by leakage from the receptacle in which it is contained
7. confiscation, destruction or detention by Customs or other Authorities
8. in respect of petrol and/or oil installations:
   a) DAMAGE resulting from flood or atmospheric or climatic conditions other than lightning or hail
   b) loss of use of the installation or loss of petrol, oil or other Contents thereof
9. in respect of cycles:
   a) loss of or damage to lamps, tyres or accessories unless the cycle itself is lost or damaged at the same time
   b) DAMAGE whilst being used for racing or pacemaking
10. DAMAGE contributed to, caused by or arising from riot, strike or civil commotion occurring outside the Republic of Ireland
11. laptops, notebooks, iPods and similar portable electronic equipment left in unattended vehicles unless the vehicle is securely locked at all points of access and the equipment is placed out of sight in the vehicle boot, hatchback or van body.

Special condition applicable to Section E

Condition of Average (Underinsurance)

If at the time of the happening of any loss or damage the Sum Insured in respect of the property so lost or damaged shall be less than the intrinsic value of such property the Insured shall be considered as being his own insurer for the difference and shall bear a rateable share of the loss or damage accordingly.

For the avoidance of doubt solely in respect of the application of Average to any item under this policy clause a) iii) of General Condition 8. (2) Remedies for Misrepresentations will not apply.

Clause applicable to Section E

Index Linking

Where so indicated in the Schedule to this Section the Sum Insured will be adjusted during the Period of Insurance in accordance with fluctuations in suitable indices of cost.

In the event of loss the sums insured will continue to be adjusted in accordance with fluctuations in the indices during the period necessary for completion of repair or reinstatement provided always that repair or reinstatement is carried out without unreasonable delay.

The premium will remain unchanged during the Period of Insurance but at each renewal the premium will be calculated on the revised sum insured.

Definition

Damage

'DAMAGE' in capital letters shall mean loss or destruction of or damage to the Property Insured.

Excess

Where an excess is shown in the Schedule to this Section the Insured shall bear such amount in respect of each and every loss after the application of any Condition of Average (Underinsurance).

Section F – Employers' Liability

If any employee shall sustain any bodily injury or disease caused during any Period of Insurance and arising out of and in the course of his employment by the Insured in the Business the Insurer will indemnify the Insured against all sums for which the Insured shall be liable in respect of any claim for damages for such injury or disease settled or defended with the consent of the Insurer. The Insurer will in addition pay claimants' costs and expenses and be responsible for all costs and expenses incurred with the consent of the Insurer in defending any such claim for damages.

Extensions

The insurance under this section includes the following extensions.

Provided always that:

a) the Insurer shall not be liable unless the Insurer has the sole conduct and control of all claims covered by these extensions

b) these extensions shall not apply to any liability which is covered by any other policy.

1. Work Overseas

The insurance by this Section shall not apply to nor include liability in respect of any bodily injury or disease caused elsewhere than in the Republic of Ireland but this exclusion shall not apply to employees temporarily employed elsewhere provided always that the contract of service or apprenticeship was entered into in the aforesaid country.

2. Definitions of Employee

Employee shall mean any person under a contract of service or apprenticeship with the Insured which shall be deemed to include:

a) any labour master or labour only subcontractor or persons supplied by any of them

b) Self employed persons

c) persons under work experience schemes

d) any person hired or borrowed by the Insured from another employer

e) volunteers

working for the Insured in connection with the Business.

3. Indemnity to Directors and Employees

Where specifically requested to do so by the Insured the Insurer will indemnify any director or employee of the Insured in respect of claims made against such director or employee subject to the terms and conditions of the Section.

4. Indemnity to Principal

In the event of any claim in respect of which the Insured would be entitled to receive indemnity under this Section being brought or made against any Public or Local Authority or other Principal the Insurer will indemnify the said Public or Local Authority or other Principal against such claim and/or any costs, charges and expenses in respect thereof.

5. Solicitors' Fees

The Insurer will also pay solicitors' fees incurred with their consent for:

a) representation at any Coroner's Inquest or Fatal Inquiry in respect of any death

b) defending in any Court of Summary Jurisdiction any proceedings in respect of any act or omission causing or relating to any event

which may be the subject of indemnity under this Section.

6. Additional Activities

The Business shall include the provision and management of canteen, social, sports and welfare organisations for the benefit of the Insured's employees and fire, ambulance and security services.

7. Private Work

This Section applies to private work carried out by employees of the Insured for any director and/or executive of the Insured.

8. Indemnity to First Aid and Medical Teams

This Section extends to indemnify any employee whilst acting as a member of the Insured's first aid or medical arrangements (but excluding medical practitioners) in respect of liability for damages and legal costs to any other employee resulting from treatment given in connection with any bodily injury or disease sustained by such person and arising out of and in the course of the employment of such person by the Insured.

9. Safety Health and Welfare at Work Act 2005

This Section subject to its terms and conditions extends to indemnify the Insured or any director or employee of the Insured in respect of legal fees or expenses including the costs of appeal against conviction reasonably incurred by the solicitor or firm of solicitors engaged with the Insurer's consent to act for or on behalf of the Insured or any director or employee in his defence against a criminal charge for a breach of the Safety Health and Welfare at Work Act 2005 (or any amendment or replacement thereof) committed or alleged to have been committed during the Period of Insurance and which relates to any event arising in the course of the Business involving bodily injury or disease which is or may be the subject of indemnity under this Section including costs of prosecution awarded against such director or employee or the Insured arising from such proceedings.

Provided always that:

a) this Extension shall apply only to proceedings in a Court of Law in Ireland

b) the Insurer will be under no liability:

   i. where the Insured or any director or employee is insured by any other policy

   ii. where the criminal charge is in respect of any deliberate or intentional criminal act of the Insured or any director or employee

   iii. in respect of legal fees and expenses which the Insured or any director or employee may be ordered to pay by a court of criminal jurisdiction in respect of the deliberate or intentional criminal act or omission of the director or employee

   iv. in respect of fines or penalties of any kind or the costs of appeal against Improvement or Prohibition notices

   v. for any part of the cost of any investigation or inquiry other than a solicitor's investigation restricted to a criminal charge as above defined

c) the Insured or any director or employee shall give to the Insurer immediate notice of any summons or other process served upon the Insured or any director or employee and of any event that may give rise to proceedings against the Insured or any director or employee.

10. Unsatisfied Court Judgments

In the event of a judgment for damages being obtained by any employee or the personal representatives of any employee in respect of bodily injury or disease of the employee caused during any Period of Insurance and arising out of and in the course of employment by the Insured in the Business against any company or individual operating from premises within the Republic of Ireland and remaining unsatisfied in whole or in part six months after the date of such judgment the Insurer will pay to the employee or the personal representative of the employee at the request of the Insured the amount of any such damages and any awarded costs to the extent that they remain unsatisfied.

Provided always that:

a) there is no appeal outstanding

b) if any payment is made under the terms of this Extension the employee or the personal representatives of the employee shall assign the judgment to the Insurer.

11. Court Attendance costs

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

a) any director or partner of the Insured €250

b) any employee €100

Exclusions applicable to Section F

1. Work Offshore

This Section does not indemnify the Insured in respect of any claim(s) for damages for bodily injury or disease caused during any Period of Insurance and sustained by any employee:

a) on any offshore installation or support or accommodation vessel for any offshore installation; or

b) in transit to from or between any offshore installation support or accommodation vessel for any offshore installation.

2. Motor

This Section does not cover liability for which compulsory motor insurance or security is required under road traffic legislation.

Section G – Public and Products Liability

Sub-section 1 Public Liability

The Insurer agrees to indemnify the Insured in respect of all sums which the Insured shall become legally liable to pay as compensation for:

a) accidental death of or accidental Personal Injury to any person other than an Employee where such death or Personal Injury arises out of and in the course of the employment

b) accidental loss of or accidental damage to material property

c) accidental obstruction, accidental trespass, accidental nuisance, accidental interference with pedestrian, road, rail, air or waterborne traffic, accidental invasion of the right of privacy excluding any liability arising under Regulation (EU) 2016/679 (General Data Protection Regulation) or Data Protection Act 2018, or accidental interference with any right of air, light, water or way

d) unlawful detention, imprisonment or arrest

occurring during the Period of Insurance within the Territorial Limits in connection with the Business of the Insured.

The liability of the Insurer under this Sub-section for all compensation payable by the Insured to any claimant or number of claimants in respect of any one occurrence or all occurrences of a series arising out of one original cause shall not exceed the Limit(s) of Indemnity.

Exclusions applicable to Sub-section 1

The indemnity granted by this Sub-section shall not apply to or include:

1. liability arising from the ownership or possession or use by or on behalf of the Insured of any mechanically propelled vehicle or mobile plant

   a) which is licensed for road use; or

   b) for which compulsory motor insurance or security is required; or

   c) which is more specifically insured

   Provided always that this Exclusion shall not apply in respect of:

   i. liability not more specifically insured under any other policy arising during the act of loading or unloading mechanically propelled vehicles or mobile plant or the bringing to or the taking away of a load from such vehicle or such plant

   ii. the use of any mechanically propelled vehicle or mobile plant solely as a tool of trade unless more specifically insured or unless compulsory motor insurance or security is required

   iii. the unauthorised movement on the Insured's premises or contract site of any mechanically propelled vehicle or mobile plant unless more specifically insured or unless compulsory motor insurance or security is required

2. liability arising from the ownership or possession or use by or on behalf of the Insured of craft designed to travel through air or space or hovercraft

3. liability arising from Products after they have ceased to be in the custody or control of the Insured other than food or beverages for consumption on the premises of the Insured or at any other premises where the Insured is carrying on the Business

4. loss of or damage to that part of any property upon which the Insured or any servant or agent of the Insured is or has been working where the loss or damage is the direct result of such work

5. loss of or damage to property belonging to the Insured or held in trust by or borrowed, rented, leased or hired for use by the Insured but this Exclusion shall not apply to:

   a) the personal effects (including vehicles and their contents) of directors, employees and visitors

   b) buildings or their contents temporarily occupied by the Insured for the purpose of carrying out work therein or thereon

c) premises (or fixtures and fittings therein) hired, rented, leased or lent to the Insured other than such loss or damage if liability is assumed by the Insured under a tenancy or other agreement and would not have attached in the absence of such agreement

6. liability arising out of any trial or demonstration of any Vessel whilst afloat unless Extension 16 is stated in the Schedule to be operative
7. liability arising out of the delivery of a customer's Vessel, under the Vessel's own power, unless stated in the Schedule
8. liability arising out of towage or shifting other than of another Vessel
9. liability arising out of the towage or shifting of any Vessel while afloat outside a radius of eight kilometres of the Premises stated in the Schedule unless stated in the Schedule
10. liability for loss of or damage to any Vessel whilst being transported by road outside a radius of eight kilometres of the Premises stated in the Schedule unless otherwise stated in the Schedule.
11. liability for loss of or damage to any Vessel under construction, in the course of assembly, during fit-out or at any time prior to sale or handing over
12. liability arising from the ownership or possession or use by or on behalf of the Insured of any power operated lift, elevator, hoist, crane, or mechanically propelled vehicle or trailer attached thereto unless stated in the Schedule
13. liability arising out of any salvage operation including associated towage
14. liability for loss of or damage to any trailer or craft kept thereon left in the custody or control of the Insured unless such trailer is immobilised and securely locked with an anti-theft device in addition to the normal method of attachment
15. liability for loss of or damage to any outboard motor attached to craft in the custody or control of the Insured unless such outboard motor is securely locked with an anti-theft device in addition to the normal method of attachment
16. liability arising from any activity involving persons being pulled by any Vessel
17. the first amount stated in the Schedule as the excess of compensation payable for loss of or damage to material property in respect of any one occurrence or all occurrences of a series arising out of one original cause.

Sub-section 2 Products Liability

a) Accidental death of or accidental Personal Injury to any person other than an Employee where such death or Personal Injury arises out of and in the course of the employment

b) accidental loss of or accidental damage to material property

occurring during the Period of Insurance within the Territorial Limits and caused by Products.

The liability of the Insurer under this Sub-section for all compensation payable by the Insured in respect of all such death or such Personal Injury and such loss of or such damage to such material property occurring during any one Period of Insurance shall not exceed the Limit(s) of Indemnity.

Exclusions applicable to Sub-section 2

The indemnity granted by this Sub-section shall not apply to or include:

1. replacing, reinstating, rectifying, recalling or guaranteeing the performance of any Products
2. liability arising from any Products:
   a) which at the time of the contract of sale or supply are knowingly
      i. sold or supplied for use in craft designed to travel through air or space
      ii. exported to the United States of America or Canada
   b) in the custody or control of the Insured.

Exclusions applicable to Section G

The indemnity granted by this Section shall not apply to or include:

1. liability in respect of liquidated damages or fines or penalties which attaches solely because of a contract or agreement
2. liability arising out of survey, inspection, condition report or valuation or professional advice given by the Insured for a fee or in circumstances where a fee would normally be charged
3. any Associated or Subsidiary Company of the Insured or Branch Office or Representative of the Insured with Power of Attorney domiciled elsewhere than the Republic of Ireland
4. exemplary, vindictive or punitive damages awarded by any Court of Law outside the Republic of Ireland
5. liability directly or indirectly caused by, contributed to by or arising out of any asbestos, asbestos fibres or any derivatives of asbestos including any product containing any asbestos fibres or derivatives
6. liability of whatsoever nature directly or indirectly caused by, in connection with or contributed to by or arising from or in connection with the Insured's use of or reliance upon or work carried out upon or sale or supply of any computer hardware or related information technology or communication system, any computer software, internet, intranet, website or similar facility, system or network and/or any electronic data or related information.

   Provided always that:

   a) this exclusion shall not apply in respect of all sums which the Insured shall become legally liable to pay as compensation for:

      i) physical bodily injury or disease

      ii) physical loss of or physical damage to material property

   b) the Insurer's liability shall not exceed the Limit of Indemnity stated in the Schedule for any one occurrence or all occurrences of a series arising out of one original cause and in the aggregate in any one Period of Insurance and will be the maximum the Insurer will pay inclusive of all costs and expenses. This limit will form part of and not be in addition to the Limit of Indemnity stated in the Schedule.

   This exclusion is not applicable to the indemnity provided by Extension 13 of this Section.

Extensions applicable to Section G

1. Legal Costs

In addition to the indemnity provided by Sub-sections 1 and 2 of this Policy the Insurer will indemnify the Insured in respect of all legal costs awarded to any claimant or incurred in the defence of any claim that is contested by or with the consent of the Insurer.

Provided always that in the event of the Insurer exercising their right under the Discharge of Liability (Clause No. 1) to pay to the Insured in connection with any claim or series of claims the amount of the Limit(s) of Indemnity (after deduction of sums already paid as compensation in respect of such claim or claims or other relevant claims) or any lesser amount for which such claim or claims can be settled the Insurer relinquish the conduct and control of and be under no further liability in connection with such claim or claims then the Insurer's liability for such legal costs is limited to those costs and expenses incurred prior to the time of such payment.

2. Additional Benefit

The Insurer will pay the costs incurred with their consent for:

a) representation at any Coroner's Inquest or Fatal Inquiry in respect of any death

b) defending in any Court of Summary Jurisdiction any proceedings in respect of any act or omission causing or relating to any event

which may be the subject of indemnity under this Section.

3. Safety Health and Welfare at Work Act 2005

The Insurer will indemnify the Insured or at the request of the Insured any director or Employee of the Insured against legal costs and expenses incurred in the defence of any criminal proceedings brought for a breach of the Safety Health and Welfare at Work Act 2005 (or any amendment or replacement thereof) committed or alleged to have been committed during the Period of Insurance and which relates to any event arising in the course of the Business involving Personal Injury which is or may be the subject of indemnity under this Section including:

a) costs of prosecution awarded against the Insured or any director or Employee of the Insured

b) legal costs and expenses incurred with the consent of the Insurer in an appeal against conviction arising from such proceedings.

Provided always that the Insurer shall not be liable under this Extension for the payment of fines and penalties of any kind or the cost of appeal against improvement or prohibition notices.

4. Food Hygiene Legislation (Regulation 852/2004/EC)

The Insurer will indemnify the Insured or at the request of the Insured any director or Employee of the Insured against legal costs and expenses incurred in the defence of any criminal proceedings brought for a breach of the Food Hygiene Legislation (Regulation 852/2004/EC) or any regulations thereunder committed or alleged to have been committed during the Period of Insurance including legal costs and expenses incurred with the consent of the Insurer in an appeal against conviction arising from such proceedings.

Provided always that:

a) The criminal proceedings relate to an offence committed in the course of the Insured's Business and which relates to any event involving Personal Injury or loss of or damage to material property which is or may be the subject of indemnity under this Section

b) this Extension shall apply only to proceedings brought in the Republic of Ireland

c) the Insurer shall not be liable under this Extension:

   i. where the Insured, director or Employee is insured by any other policy of insurance

   ii. where the criminal proceedings are in respect of any deliberate or intentional criminal act or omission of the Insured, director or Employee

   iii. in respect of legal costs and expenses which the Insured, director or Employee may be ordered to pay by a court of Criminal Jurisdiction in respect of the deliberate or intentional criminal act or omission of the Insured, director or Employee

   iv. in respect of fines or penalties

   v. for the cost of any investigation or inquiry other than a solicitor's investigation restricted to criminal proceedings as above defined

d) the Insured, director or Employee shall give to the Insurer immediate notice of any summons or other process served upon the Insured, director or Employee and of any event that may give rise to proceedings against the Insured, director or Employee.

5. Personal Representatives

In the event of the death of the Insured the indemnity provided by this Section shall apply to any personal representative of the Insured in respect of liability incurred by the Insured.
Provided always that such personal representatives shall as though he were the Insured observe, fulfil and be subject to the terms, limitations and conditions of this Policy.

6. Indemnity to Directors and Employees

In the event of any claim in respect of which the Insured named in the Schedule hereto would be entitled to receive indemnity under this Section being brought or made against:

a) any director or Employee of the Insured

b) any officer, member or Employee of the Insured's social, sports or welfare organisations or first aid, security, fire or ambulance services

the Insurer will indemnify such person if the Insured so requests against such claim and/or any costs, charges and expenses in respect thereof.

Provided always that:

i. such person is not entitled to indemnity under any other insurance

ii. such person shall as though he were the Insured observe, fulfil and be subject to the terms, limitations and conditions of this Policy

iii. the Insurer shall not be liable under this Extension unless the Insurer has the sole conduct and control of all claims.

7. Personal Liability Overseas

At the request of the Insured this Section shall apply to the personal liability:

a) of any director or Employee of the Insured or any member of the family of such director or Employee accompanying such director or Employee during temporary visits anywhere in the world in connection with the Business of the Insured

b) of any member of Sports and Social Clubs operating in connection with the Business of the Insured engaged in club activities.

Provided always that:

i. this Extension shall not apply to liability more specifically insured under any other insurance

ii. any person indemnified under this Extension shall as though he were the Insured observe, fulfil and be subject to the terms, limitations and conditions of this Policy

iii. the Insurer shall not be liable under this Extension unless the Insurer has the sole conduct and control of all claims.

8. Indemnity to Principal

In the event of any claim in respect of which the Insured would be entitled to receive indemnity under this Section being brought or made against any Public or Local Authority or other Principal the Insurer will indemnify the said Public or Local Authority or other Principal against such claim and/or any costs, charges and expenses in respect thereof.

Provided always that the Insurer shall not be liable under this Extension unless the Insurer has the sole conduct and control of all claims.

9. Libel and Slander

The indemnity provided by Sub-section 1 of this Section extends to indemnify the Insured in respect of legal liability to pay compensation and claimants costs and expenses in respect of claims made against the Insured during the Period of Insurance arising from any act of libel or slander committed or uttered in good faith by the Insured during the Period of Insurance in the course of the Business.

Provided always that:

a) the indemnity granted by this Extension shall apply solely to the Insured's in-house and trade publications

b) the liability of the Insurer under this Extension shall not exceed €250,000 in any one Period of Insurance.

10. Cross Liabilities

Where this Policy is issued in the joint names of more than one party it will indemnify each party in the same manner as if a separate Policy had been issued to each of them.

11. Contingent Motor Liability (Non-Owned Vehicles)

The Insurer will indemnify the Insured named in the Schedule and no other for the purpose of this Extension in respect of legal liability for accidental death of or accidental Personal Injury to any person and/or accidental loss of or accidental

damage to property as within defined arising out of the use of any motor vehicle not the property of nor provided by the Insured and being used in connection with the Business.

Provided always that the Insurer shall not be liable under this Extension:

a) in respect of loss of or damage to such vehicle or to goods conveyed therein or thereon

b) for accidental death of or accidental Personal Injury to any person and/or accidental loss of or accidental damage to material property arising whilst such vehicle is being driven by the Insured or by any person who to the knowledge of the Insured or his representative does not hold a licence to drive such vehicle unless such person has held and is not disqualified from holding or obtaining such a licence

c) in respect of liability more specifically insured under any other insurance

d) in respect of liability arising outside the Republic of Ireland.

12. Data Protection

The Insurer will indemnify the Insured for legal costs and expenses incurred with the Insurer's prior consent, and all sums the Insured is required to pay as damages to an individual arising from proceedings brought against the Insured under:

a) Sections 117. and 128. of the Data Protection Act 2018

b) Article 82 of Regulation (EU) 2016/679 (General Data Protection Regulation).

Provided always that:

i. the Insurer shall not be liable under this Extension for:

   1. fines, penalties, liquidated, punitive or exemplary damages
   2. the costs of notifying any person regarding loss of personal data
   3. the cost of replacing, reinstating, rectifying or erasing any personal data
   4. any deliberate or intentional criminal act or omission giving rise to any claim under this Extension committed by the Insured

ii. the liability of the Insurer under this Extension shall not exceed €1,000,000 in any one Period of Insurance.

13. Court Attendance costs

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

a)	any director or partner of the Insured	€250
b)	any employee	€100

14. Consumer Rights Act 2022

The Insurer will indemnify the Insured or at the request of the Insured any director or Employee of the Insured against legal costs and expenses incurred in the defence of any criminal proceedings brought for a breach of the Consumer Rights Act 2022 (or any amendment or replacement thereof) or any regulations made thereunder committed or alleged to have been committed during the Period of Insurance including legal costs and expenses incurred with the consent of the Insurer in an appeal against conviction arising from such proceedings.

Provided always that:

a) the criminal proceedings relate to an offence committed in the course of the Insured's Business and which relates to any event involving Personal Injury or loss of or damage to material property which is or may be the subject of indemnity under this Section

b) this Extension shall apply only to proceedings brought in the Republic of Ireland

c) the Insurer shall not be liable under this Extension

   i. where the Insured, director or Employee is insured by any other policy of insurance

ii. where the criminal proceedings are in respect of any deliberate or intentional criminal act or omission of the Insured, director or Employee

iii. in respect of legal costs and expenses which the Insured, director or Employee may be ordered to pay by a court of Criminal Jurisdiction in respect of the deliberate or intentional criminal act or omission of the Insured, director or Employee

iv. in respect of fines or penalties

v. for the cost of any investigation or inquiry other than a solicitor's investigation restricted to criminal proceedings as above defined

vi. unless the Insurer has the sole conduct and control of all claims

d) the Insured, director or Employee shall give to the Insurer immediate notice of any summons or other process served upon the Insured, director or Employee and of any event that may give rise to proceedings against the Insured, director or Employee.

15. Trials or Demonstrations of any Customer's Vessel

Applicable only where stated in the Schedule.

The Insurer will indemnify the Insured under Sub-sections 1a) and 1b) in respect of liability arising from any Vessel owned by a customer whilst on a trial trip or demonstration.

Provided always that such trial trips or demonstrations are carried out:

a) within a radius of sixteen kilometres of the Premises stated in the Schedule or any other premises where the Insured is carrying on the Business within the Territorial Limits

b) at a speed not exceeding forty five knots

c) for periods not exceeding four hours any one trial or demonstration

d) on Vessels not exceeding the length limit stated in the Schedule.

Provided always that:

i. this Extension are subject to the terms, limitations and conditions of the Policy insofar as they can apply

ii. the total liability of the Insurer to pay compensation shall not exceed the limit(s) of Indemnity.

16. Environmental Clean Up Costs

The Insurer will indemnify the Insured in respect of all sums including statutory debts that the Insured is legally liable to pay in respect of Clean Up Costs arising from environmental damage caused by Pollution or Contamination where such liability arises under an environmental directive, statute or statutory instrument.

Provided always that:

a) liability arises from Pollution or Contamination caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance. All Pollution or Contamination which arises out of one incident shall be deemed to have occurred at the same time such incident takes place

b) the Insurer's liability under this Extension shall not exceed €1,000,000 for any one occurrence and in the aggregate in any one Period of Insurance and will be the maximum the Insurer will pay inclusive of all costs and expenses. This limit will form part of and not be in addition to the Limit of Indemnity stated in the Schedule

c) immediate loss prevention or salvage action is taken and the appropriate authorities are notified

d) the Insurer shall be under no liability:

i. in respect of Clean Up Costs for damage to the Insured's land, premises, watercourse or body of water whether owned, leased, hired, tenanted or otherwise in the Insured's care, custody or control

ii. for damage connected with pre-existing contaminated property

iii. for damage caused by a succession of several events where such individual event would not warrant immediate action

iv. in respect of removal of any risk of an adverse effect on human health on the Insured's land, premises, watercourse or body of water whether owned, leased, hired, tenanted or otherwise in the Insured's care, custody or control

v. in respect of costs in achieving an improvement or alteration in the condition of the land, atmosphere or any watercourse or body of water beyond that required under any relevant and applicable law or statutory enactment at the time Remediation commences

vi. in respect of costs for prevention of imminent threat of environmental damage where such costs are incurred without there being Pollution or Contamination caused by a sudden, identifiable, unintended and unexpected incident

vii. for damage resulting from an alteration to subterranean stores of groundwater or to flow patterns

viii. in respect of costs for the reinstatement or reintroduction of flora or fauna

ix. for damage caused deliberately or intentionally by the Insured or where they have knowingly deviated from environmental protection rulings or where the Insured has knowingly omitted to inspect, maintain or perform necessary repairs to plant or machinery for which they are responsible

x. in respect of fines or penalties of any kind

xi. for damage caused by the ownership or operation on behalf of the Insured of any mining operations or storage, treatment or disposal of waste or waste products other than caused by composting, purification or pre-treatment of waste water

xii. for damage which is covered by a more specific insurance policy

xiii. for damage caused by persons aware of the defectiveness or harmfulness of products they have placed on the market or works or other services they have performed

xiv. for damage caused by disease in animals belonging to or kept or sold by the Insured.

17. Salvage sue and labour

The Insurer will indemnify the Insured in respect of Salvage Charges, costs or expenses incurred in preventing or minimising a loss insured under this Policy in respect of Insured Vessels.

Definitions applicable to Section G

1. Business

In addition to the business stated in the schedule the following activities shall be included:

a) maintenance of property and premises owned or occupied by the Insured

b) the provision and management of canteen, social, sports and welfare organisations for the benefit of Employees of the Insured

c) first aid, security, fire and ambulance services

d) private work carried out within the Territorial Limits by an Employee of the Insured for any director or senior executive of the Insured

e) participation in exhibitions within the Territorial Limits.

2. Personal Injury

Personal injury shall mean bodily injury or disease.

3. Employee

Employee shall mean any person under a contract of service or apprenticeship with the Insured which shall be deemed to include:

a) any labour master or labour only subcontractor or persons supplied by any of them

b) self-employed persons

c) persons under work experience schemes

d) any person hired or borrowed by the Insured from another employer

e) volunteers

working for the Insured in connection with the business.

4. Territorial Limits

Territorial Limits shall mean:

Sub-section 1

a) Anywhere within the limits of the Republic of Ireland

b) manual and non-manual work carried out during temporary visits anywhere in the world (other than the United States of America or Canada);and

c) non-manual work carried out during temporary visits to the United States of America or Canada.

Sub-section 2

Anywhere in the world in respect of Products supplied in or from the Republic of Ireland.

5. Products

Products shall mean any commodities or goods or any thing (including packaging, containers and labels) sold, supplied, hired out, constructed, erected, installed, treated, repaired, serviced, processed, stored, handled, transported or disposed of by or on behalf of the Insured or any structure constructed, erected or installed or contract work executed by or on behalf of the Insured in the course of the Business of the Insured.

6. Clean Up Costs

Clean Up Costs shall mean:

a) testing for or monitoring of Pollution or Contamination

b) the costs of Remediation required by any Enforcing Authority to a standard reasonably achievable by the methods available at the time that such Remediation commences.

7. Remediation

Remediation shall mean remedying the effects of Pollution or Contamination including primary, complementary and compensatory actions as specified in S.I. No. 547/2008 - European Communities (Environmental Liability) Regulations 2008, known as the Environmental Damage and Environmental Liability (ELD) Regulations.

8. Enforcing Authority

Enforcing authority shall mean any government or statutory authority or body implementing or enforcing environmental protection legislation within the Republic of Ireland.

9. Pollution or Contamination

Pollution or contamination shall mean:

a) all pollution or contamination of buildings or other structures or of water or land or the atmosphere; and

b) all loss or damage or Personal Injury directly or indirectly caused by such pollution or contamination.

10. Vessel

Vessel shall mean any watercraft including its hull, machinery, boats, gear, equipment and ship's tools as would normally be sold with it.

11. Seaworthy

Seaworthy shall mean that the Vessel is constructed, fitted-out, manned and ready to be navigated in conditions which can reasonably be expected.

12. Salvage Charges

Salvage Charges shall mean charges which apply in maritime law to compensate a third party in the event of a successful salvage due to a voluntary act by that third party independent of any contract.

Clauses applicable to Section G

1. Discharge of Liability

The Insurer may at any time pay to the Insured in connection with any claim or series of claims the amount of the Limit(s) of Indemnity (after deduction of sums already paid as compensation in respect of such claim or claims or other relevant claims) or any lesser amount for which such claim or claims can be settled and upon such payment being made the Insurer relinquish the conduct and control of and be under no further liability in connection with such claim or claims other than the payment of costs and expenses incurred prior to the time of such payment.

2. Moorings Clause

All moorings must be thoroughly examined at least once a year and a full record of such inspections prepared and made available on request.

3. Pollution Clause

This Section excludes all liability in respect of Pollution or Contamination other than caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance.

All Pollution or Contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place.

4. Surveys and Inspections Clause

The Insurer may at any time through a duly authorised representative examine the premises, and the Insured shall be bound to give them every facility for so doing. In the event that such examination shall identify any defect or deficiency the Insurer shall notify the Insured of the particulars of such defect or deficiency and shall give the Insured a specified time in which to remedy the same.

5. Terms of Business Clause

Any estimate, tender, indemnity, agreement, contract and acceptance whether verbal or in writing given, prepared or issued by the Insured shall incorporate or draw attention to the terms of business currently sponsored by the British Marine Federation (BMF) or other such Terms of Business as may have been approved by the Insurer.

6. Use of Heat Clause

It is a condition precedent to the liability of the Insurer under this Section that the following precautions are complied with on each occasion of the use or application of heat (as defined below) by or on behalf of the Insured taking place elsewhere than on the Insured's own premises.

For the purposes of this Clause the use or application of heat is defined as: the application of heat by means of electric oxyacetylene or other welding or cutting equipment or angle grinders, blow lamps, blow torches, hot air guns or hot air strippers.

For cover to be effective:

a) The area in the immediate vicinity of the work (including in the case of work carried out on one side of a hull, bulkhead, deck, floor, wall or partition, the opposite side of the hull, bulkhead, deck, floor, wall or partition) must be cleared of all loose combustible material; other combustible material must be covered by sand or overlapping sheets or screens of non- combustible material.

b) At least two adequate and appropriate portable fire extinguishers, in proper working order, must be kept in the immediate area of the work being undertaken and used immediately smoke or smouldering or flames are detected.

c) A fire safety check of the working area must be made approximately 60 minutes after the completion of each period of work and immediate steps taken to extinguish any smouldering or flames discovered.

d) Blow lamps and blow torches must be filled in the open and must not be lit until immediately before use and must be extinguished immediately after use.

e) A person must be appointed by the Insured to act as an observer to watch for signs of smoke or smouldering or flames.

Sub-paragraph e) does not apply to the application of heat by means of blow lamps, blow torches, hot air guns or hot air strippers.

Use of asphalt, bitumen, tar, pitch or lead heaters

The heating must be carried out in the open in a vessel designed for the purpose and, if carried out on a roof, the vessel must be placed on a non-combustible heat insulating base.

Endorsements

Applicable only where stated in the Schedule.

1. Annual Programme of Events Condition

It is a condition of this Section that the Insured's annual programme of events be forwarded to the Insurer prior to each renewal.

2. Bonfire and Firework Party Condition

It is a condition precedent to all liability of the Insurer that the Insured:

a) advises the Insurer of any bonfire or firework party organised by the Insured not less than 14 days before the event

b) comply with all relevant statutory requirements, manufacturers' recommendations and other regulations relating to the use of fireworks, or any other pyrotechnics

c) adheres to health and safety guidelines for the organisers of bonfire and fireworks parties

d) require any independent stall holder, exhibitor, contractor or supplier engaged at, or for the event to hold relevant third party liability insurance for the duration of said event and to obtain confirmation such insurance is in place.

The Insurer will not pay any claim where the Insured's failure to comply with these conditions caused or worsened the Insurer's liability.

3. Buoyancy Aid Condition

It is a condition precedent to the Insurer's liability that a buoyancy aid is worn by any person using a Vessel.

4. Kill-cord Condition

It is a condition precedent to the Insurer's liability that the kill-cord, if fitted to any Vessel, is used whilst the Vessel is in operation.

5. Member to Member Extension

The Insurer will indemnify any officer or member of the Insured in respect of their legal liability to any other officer or member arising out of their activities as a club member, but excluding any liability arising out of the use or navigation of any watercraft not covered under Section H.

Provided always that:

a) such person is not entitled to indemnity under any other insurance

b) such person shall as though they were the Insured observe, fulfil and be subject to the terms, limitations and conditions of this Policy

c) the Insurer shall not be liable under this Extension unless the Insurer has the sole conduct and control of all claims.

6. Rescue Craft Condition

It is a condition precedent to the Insurer's liability that a rescue Vessel is on the water and in attendance at all times when any other Vessel is in use.

7. Skipper Condition

It is a condition precedent to the Insurer's liability that a director or employee of the Insured with a minimum of 3 years' experience of skippering a similar vessel is on board and in charge whilst the Vessel is in use.

8. Watercraft Exclusion

This Section excludes liability arising from the ownership or use of any watercraft not insured under Section H.

Section H – Marine Hull Material Damage

In the event of accidental loss or damage to the Vessel during the Period of Insurance within the Territorial Limits whilst being used for the Permitted Use the Insurer will pay to the Insured:

a) in the event of a Total Loss or constructive Total Loss either the Agreed Value of the Vessel or provide a replacement Vessel of a similar age, size and type even if the appearance and condition of the Vessel is not the same

b) in the event of loss of or damage to outboard motors and unspecified boats, the maximum amount payable shall be the market value of the item at the time of loss or damage.

Provided always that the Insurer shall pay no more than the Sum Insured indicated in the Schedule.

No deduction in respect of new material replacing old will be made except in respect of sails, protective covers, canopies and side screens, running rigging, batteries, outboard motors and unspecified boats or items identified as obsolete or for which parts or a replacement are no longer available or legally compliant.

The amount payable in respect of claims for unrepaired damage shall be the reduction in the market value of the Vessel at the time of the damage, but not exceeding the reasonable cost of repair or replacement. In no case shall the Insurer be liable for unrepaired damage in the event of a subsequent Total Loss.

Definitions

1. Agreed Value

Agreed value shall mean the amount stated in the Schedule as the Sum Insured which represents the value of the Vessel as declared by the Insured and agreed by the Insurer.

2. In Commission

In commission shall mean when the Vessel is fitted out and ready for use.

3. Laid Up Out of Commission

Laid up out of commission shall mean when the Vessel is not fitted out or available for use.

4. Machinery

Machinery shall mean the Vessel's motors, electrical machinery, gear and equipment, batteries and their connections, (but not shaft and propeller).

5. Total Loss

Total loss shall mean when the Vessel is irretrievably lost or destroyed. A constructive Total Loss is when the cost of replacement or repair exceeds the Sum Insured.

6. Vessel

Vessel shall mean any watercraft as described in the Schedule including its hull, machinery, boats, gear, equipment and ship's tools such as would normally be sold with the craft including any additional items stated in the Schedule.

7. Salvage Charges

Salvage Charges shall mean charges which apply in maritime law to compensate a third party in the event of a successful salvage due to a voluntary act by that third party independent of any contract.

8. Seaworthy

Seaworthy shall mean that the Vessel is constructed, fitted-out, manned and ready to be navigated in conditions which can reasonably be expected.

9. Territorial Limits

Territorial limits shall mean the Territorial Limits stated in the Schedule.

10. Permitted Use

Permitted Use shall mean the Permitted Use stated in the Schedule.

Exclusions applicable to Section H

Section H does not cover:

a) the cost of replacing, repairing or renewing a defective part of the Vessel

b) the cost of making good any defect in repair, maintenance or alteration work carried out for the account of the Insured resulting from either negligence or breach of contract

c) the cost of remedying a fault or error in design or construction or attributable to betterment or alteration in design or construction

d) theft of the entire Vessel or any trailer if not immobilised or fitted with an anti-theft device whilst left unattended

e) theft of any outboard motor if not securely locked with an anti-theft device in addition to its normal method of attachment

f) theft of machinery including outboard motors, gear and equipment not involving forcible entry into the Vessel or place of storage or following forcible removal of fixed gear and equipment from the exterior of the Vessel

g) loss or damage arising from electroylysis or osmosis

h) loss or damage arising from the failure, fault, short circuit or breakdown of Machinery

i) loss or damage arising from frost damage to Machinery unless manufacturers recommendations have been complied with

j) loss or damage to a jet drive or jet propulsion unit, as a result of ingestion of an underwater or floating object.

k) loss or damage to Machinery as a result of gradual incursion of water into the Vessel unless following physical damage to the Vessel resulting from impact

l) loss or damage to Machinery resulting from water gradually escaping from any fixed pipe appliance or pipe

m) loss or damage in respect of fire or explosion where the Vessel is fitted with inboard machinery and the maximum design speed exceeds 17 knots unless it is equipped with automatic fire extinguishing apparatus in the engine compartment

n) loss or damage to sails, protective covers, canopies and side screens split by the wind or blown away unless as a result of the Vessel stranding or being in contact with any external substance (including ice) other than water or as a result of damage to spars to which sails are bent

o) loss or damage to consumable stores, the Vessel's own moorings or fishing gear, or cargo

p) wear and tear, deterioration from use or gradual deterioration

q) depreciation, or loss in value following repair

r) the Vessel's boat not permanently marked with an identifiable mark

s) loss or damage to the Vessel caused by or arising from the Vessel not being Seaworthy

t) loss or damage to the Vessel whilst being transported as either marine or air cargo.

u) loss, damage or expense caused by

   i. war, civil war, revolution, rebellion, insurrection or civil strife arising therefrom, or any hostile act by or against a belligerent power

   ii. capture, seizure, arrest, restraint or detainment (piracy excepted), and the consequences thereof or any attempt thereat

   iii. derelict mines, torpedoes, bombs or other derelict weapons of war

iv. in no case shall this insurance cover loss, damage or expense:

1. caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions
2. resulting from strikes, lock-outs, labour disturbances, riots or civil commotions
3. caused by any act of terrorism being an act of any person acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of any government whether or not legally constituted
4. caused by any person acting from a political, ideological or religious motive

v) loss, damage, liability or expense directly or indirectly caused by or arising from acts of recklessness or wilful misconduct by the Insured or other persons in control of the Vessel including, but not limited to, conduct when under the influence of alcohol or drugs

Extensions applicable to Section H

1. Grounding

This insurance covers reasonable costs necessarily incurred in inspecting the Vessel following grounding even if no damage is found.

2. Pollution hazard

This insurance includes loss or damage to the Vessel directly caused by any governmental authority acting under the powers vested in them to prevent or mitigate a pollution hazard, or threat thereof, resulting directly from damage to the Vessel for which the Insurer is liable under this Section, provided such act of governmental authority has not resulted from want of due diligence by the Insured, the owners or managers of the Vessel or any of them to prevent or mitigate such hazard or threat. Masters, officers, crew or pilots will not to be considered owners within the meaning of this Extension should they hold shares in the Vessel.

Clauses applicable to Section H

1. Excess clause

The Insured has agreed to bear the first loss up to the amount stated in the Schedule in respect of each claim except in the case of Total Loss of the Vessel.

2. Sistership clause

Should the Vessel come into collision with or receive salvage services from another Vessel belonging wholly or in part to the Insured or under the same management, the Insured shall have the same rights under this Policy as the Insured would have were the other Vessel entirely the property of owners not interested in the Vessel; but in such cases the liability for the collision or the amount payable for the services rendered shall be referred to a sole arbitrator to be agreed upon between the Insurer and the Insured.

Endorsements

The following endorsements are applicable to Sections H where stated in the Schedule.

1. War extension

This Policy extends to include cover for loss, damage or expense caused by:

a) war, civil war, conflict or commotion

b) capture, seizure, arrest, restraint, detainment, confiscation, expropriation and the resulting consequences.

Provided always that this Policy does not cover:

i. loss or damage arising from outbreak of war between any of the following:
   1. United States of America
   2. United Kingdom
   3. France
   4. the Russian Federation
   5. the People's Republic of China

ii. loss or damage whilst the Vessel is in the territorial waters of the countries listed on our War and Strikes Areas of Exclusion Notice

iii. hostile detonation of an atomic or nuclear weapon

iv. loss or damage whilst the Vessel is ashore.

Cancellation

The Insurer may cancel this cover by giving 7 days notice. The Insured may cancel this cover by giving 7 days notice. The Insurer may re-instate the cover providing the Insurer and the Insured agree on a revised premium and the conditions of the cover offered.

2. Frost cover

This insurance includes loss or damage to the Vessel's machinery caused by frost, subject to all reasonable precautions being taken to safeguard the machinery.

3. Road transit

This insurance includes road, rail or transit on a 'roll-on, roll-off' vehicle ferry within the limits of Great Britain, Northern Ireland, the Channel Islands, the Isle of Man or the Republic of Ireland including loading and unloading but excluding scratching, bruising, denting and claims for repainting.

4. Machinery damage extension

This Insurance shall cover loss or damage to Machinery caused by:

a) latent defects in the Machinery but excluding the cost of replacing or repairing a defective part

b) the negligence of any person whatsoever, but excluding the cost of making good any defect resulting from either negligence or breach of contract in respect of any repair or alteration work carried out at the expense of the Insured or in respect of the maintenance of the Vessel.

Providing always that the Machinery is:

i. regularly maintained within the original manufacturer's guidelines or an independent marine engineer

ii. evidence of servicing and repair is verifiable and can be provided on request to the Insurer.

The Policy Excess is doubled in respect of this Extension.

5. Strikes extension

This Insurance shall cover loss, or damage or expense caused by:

a) caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions

b) resulting from strikes, lock-outs, labour disturbances, riots or civil commotions

6. Loss of income

If during the currency of this Policy the Vessel becomes damaged under Section A so as to be unfit for normal charter usage, the Insurer agrees to indemnify the Insured for such loss of charter usage until the Vessel is repaired or replaced subject to the following indemnity limits not being exceeded:

€1,000 loss of charter fees payable per week up to a maximum of €10,000 arising out of any one occurrence up to 10 weeks but excluding the first 14 days.

Provided always that:

a) no claim is to attach in respect of booking during which the loss occurs payments shall only be made under this clause in respect of proven bookings made in respect of the Vessel, which is the subject of the claim, prior to such loss or damage occurring

b) the Insured shall take all responsible practicable steps to minimise the period in which the Vessel so lost or damaged is not available for hire and shall arrange repairs to the Vessel or replacement of the Vessel as soon as possible

c) all vessels built, hired or chartered by the Insured following the accident or occurrence to be deemed replacement vessel

d) in the event of the vessel being hired or chartered by the insured following a loss under this Extension the Insurer will indemnify the Insured for any additional costs incurred

e) the Insurer has the sole conduct and control of all claims covered by this Extension.

7. Loss of income following total loss

If during the currency of this Insurance the Insured Vessel becomes a Total Loss a sum not more than 10% of the Total Sum Insured will become payable in addition to the sum insured shown in the schedule.

8. Skipper requirement

It is a condition precedent to all liability of the Insurer that a director or employee of the Insured with a minimum of 3 years experience of skippering a similar vessel is on board and in charge whilst the Vessel is in use.

9. Outboard retaining clamps

Exclusion 5) is amended to read as follows:

This Policy excludes theft of any outboard motor if attached to the Vessel unless it is securely locked with a purpose manufactured anti-theft device which prevents retaining bolts/clamps being undone in addition to its normal method of attachment.

10. Trailer wheel clamp

Exclusion 4) is amended to read as follows:

This Policy excludes theft of the entire Vessel or any trailer if insured hereunder unless the trailer is fitted with and securely locked with a purpose manufactured wheel clamp whilst left unattended.

11. Increased excess for underwater gear

It is agreed that the excess is doubled in respect of claims for loss or damage to the Vessel's propulsion, stability and steering equipment that is under the water.

12. Reduced excess

It is agreed that the excess is reduced to €150 in respect of claims for loss or damage to any outboard motor or Vessel's boat.

13. Trials and demonstrations

This insurance includes trials or demonstrations to prospective purchasers within the Territorial Limits.

14. Vessel security ashore

It is a condition precedent to all liability of the Insurer that Vessels are kept ashore in a locked building or compound when not in use.

15. Vessel laid up ashore

It is a condition precedent to all liability of the Insurer that Vessels are laid up ashore when not in use.

16. Crew repatriation, salary and personal effects

The Insurer will indemnify the Insured in respect of claims arising from the Insured's interest in the Vessel in respect of:

a) repatriation costs of the Vessel's crew up to a maximum of €5,000 per crew member

b) up to two months salary of the Vessel's crew up to €6,000 anyone crew member

c) personal effects of the Vessel's crew up to €1,000

d) medical expenses of the Vessels crew of no greater than €1,000.

Provided always that:

i. the aggregate indemnity any one period of insurance does not exceed €50,000

ii. the Vessel is a Total Loss at the time of the claim

iii. the crew member is employed by the Insured, on the Vessel, at the time of the Total Loss.

17. Racing risks extension

Definition

Sails and Rigging

Sails and Rigging shall mean the Vessel's sails, masts and spars and standing and running rigging including fittings.

This insurance includes the replacement cost of the Sails and Rigging following loss or damage whilst the Vessel is racing. Provided always that:

a) loss or damage is covered by this Policy

b) the value of the Sails and Rigging shall not exceed 50% of the Insured value of the Vessel or as stated in the Schedule

c) no deduction in respect of new material replacing old will be made

d) this Extension shall exclude one third of the value of the Sails and Rigging after deduction of the Policy Excess.

18. Indemnity to hirer – inland hire

The Insurer will provide Indemnity to any person using any Vessel with the permission of the Insured, provided always that:

a) such person is not entitled to indemnity under any other insurance

b) such person shall as though they were the Insured observe, fulfil and be subject to the terms, limitations and conditions of this Policy.

Conditions applicable to this Extension

Non-invalidation

This Policy will not be prejudiced by the actions of any hirer or user of the Vessel providing this has occurred without the knowledge or consent of the Insured who upon becoming aware of these actions immediately informs the Insurer and takes steps to avoid a reoccurrence.

Handover Programme

It is a condition of this Extension that the Insured undertakes a handover programme to the hirers of the Vessel, prior to commencement of such period of hire.

19. Hired in equipment

This insurance covers loss or damage to equipment not owned by the Insured but installed for use on the Vessel and for which the Insured has assumed contractual liability, whether such equipment be in the nature of aids to navigation or communication or otherwise and where such loss or damage is covered by this Insurance.

Providing always that:

a) in no event shall the liability of the Insurer exceed agreed contractual value of the equipment or its replacement market value

b) all such equipment shall be included in the insured value of the Vessel

c) the maximum indemnity provided under this Extension shall not exceed €50,000 anyone item of equipment.

20. Loss of hire – passenger vessels

In the event of the Vessel which is licensed to carry fare paying passengers becoming unfit for normal use as a result of an insured loss, this Insurance will pay additionally per day a sum which is 1/365 of an amount equal to 20% of the insured value of the Vessel concerned as shown in the Schedule.

Provided always that:

a) no payment shall be made in respect of the first 14 days after the occurrence of the loss or damage giving rise to a claim under this Extension

b) no payment shall be made in respect of periods out of service between 1st November and 31st March inclusive, unless specially agreed by the Insurer

c) no payment shall be made for any period which this Insurance does not remain in force

d) in the event of Vessels being hired to meet commitments, the cost of such hiring or of necessary temporary repairs to the insured Vessel shall be recoverable as a claim hereunder in lieu of and not exceeding the amount of the daily loss of use payment

e) payment under this Clause shall be limited to a total of 90 days

f) the Insured shall take all reasonable steps to minimise any loss under this Extension and shall arrange repairs and/or replacement as soon as possible

g) no payment shall be made in the event of the Actual Total Loss of the Vessel, or where the agreed value of the Vessel is paid owing to the reasonable costs of recovery and/or repair exceeding the sum insured shown against the Vessel in the Schedule.

21. Stock extension

Section H extends to cover stock of food, alcoholic and other beverages and tobacco products on board the Vessel, being the property of the Insured, up to the amount(s) shown in the Schedule but limited to loss or damage caused by fire, lightning, explosion and theft following violent and forcible entry into locked store on board the insured Vessel and Total Loss following Total Loss of the Vessel by an insured peril.

22. Rebate premium

A rebate of 7.5% of the Gross Premium charged for the 12 months period of this Policy shall be allowed on expiry subject to:

a) the insurance being renewed by the Insurer for a further 12 months from the expiry date subject to terms and conditions as may be agreed between the Insured and the Insurer

b) the claims paid and outstanding as notified as occurring during the 12 months period not exceeding 40% of Gross Premiums charged during that period

c) in the event of unquantified claims remaining at renewal date the Insurer reserves the right to withhold the rebate until such time as the likely claim cost is known.

23. Financial interest

The following company holds an interest in the Vessel.

24. Crew personal accident

It is agreed that benefits in accordance with the Schedule of compensation below will be paid if at any time during the period of insurance a member of the crew of the Vessel whilst on board the Vessel shall sustain bodily injury caused by accidental violent and visible means which shall solely and independently of any other cause within 12 months from the date of the accident result in his/her:

Death	€25,000
Loss of One or More Limbs by Physical Separation at or Above the Wrist or Ankle	€25,000
Total and Irrecoverable Loss of Sight of One or Both Eyes	€25,000

25. Towcon conditions of towage

It is a condition of this Policy that the towage is undertaken as per the TOWCON conditions of towage.

26. Towage exclusion – the towed vessel

This Policy excludes liability to and of the towed vessel.

27. Exhibition cover

This insurance includes any Vessel owned by the Insured whilst on exhibition within Great Britain, Northern Ireland, the Channel Islands, the Isle of Man or the Republic of Ireland and in transit thereto and therefrom. This insurance excludes scratching, bruising, denting and claims for repainting occurring in transit or during loading or unloading.

28. Delivery voyages

This insurance includes the delivery of the Vessel by water, under the Vessel's own power, within Great Britain, Northern Ireland, the Channel Islands, the Isle of Man or the Republic of Ireland.

29. Private and pleasure use by directors

This insurance includes private pleasure use of Vessels by directors of the Insured and senior employees with the permission of the Insured.

Section I – Defective Title of Vessels

The Insurer will indemnify the Insured if there is not good title to any Vessel in respect of:

a) the reasonable expected sale price of any Vessel owned by the Insured and not sold

b) the sale price of any Vessel that the Insured has sold

c) the commission or fee received in the case of any Vessel that the Insured has sold for which the Insured has acted as an agent

if either:

i. the true owner proves a valid claim for the return of the Vessel or its value; or

ii. the purchaser proves a valid claim for damages

during the Period of Insurance within the Territorial Limits provided always that the liability of the Insurer shall not exceed in respect of any one claim the purchase price of the Vessel or the Sum Insured stated in the Schedule whichever is the lesser nor in the aggregate in respect of all claims during the Period of Insurance the Sum Insured stated in the Schedule.

Definitions

1. Territorial Limits

Territorial Limits shall mean anywhere in the Republic of Ireland.

2. Vessel

Vessel shall mean any watercraft including its hull, machinery, boats, gear, equipment and ship's tools that would normally be sold with it.

Warranty

1. Bill of Sale and Finance Agreements

Warranted that the Insured will obtain the relevant bill of sale and establish details of any finance agreement affecting any Vessel and ensure it is discharged.

Conditions

1. Record Keeping

The Insured will keep accurate written records of the purchase transaction for any second-hand Vessel.

2. Payments

Payment for any Vessel purchased or allowances for part exchange, given by the Insured, must be by cheque, banker's draft or money transfer or by credit given by the Insured against a new purchase.

3. Ownership Declaration

The Insured will obtain from the vendor of any Vessel, prior to purchasing or agreeing to purchase it, a signed declaration that the vendor is the true owner and that there are no outstanding charges on the Vessel.

Clause

1. Excess Clause

The Insured shall bear the amount shown in the Schedule in respect of each claim.

General Conditions applying to the whole Policy

The following conditions apply to the whole policy except where stated otherwise below. Other special conditions that may be applicable to a section of cover will be set out in the section of cover.

1. Alteration of Risk

You must tell us immediately of any changes to the following provided by you to us prior to the commencement or renewal of this Policy:

a) in your circumstances which increases the risk of accident, injury, loss, damage or liability;

b) the information provided in any Proposal Form or otherwise in response to specific questions asked by us;

c) the information provided and recorded in any Schedule, Endorsement and Certificate issued to you;

d) the declarations made by you or on your behalf; and/or

e) any additional information voluntarily provided.

When you notify us about a change as above, or if we otherwise become aware of any such change, as referenced above, we may reassess the premium chargeable and policy cover more generally.

We may refuse a claim made by You where there has been a change in the subject matter of the Policy which results in a new risk which We did not agree to cover and which was beyond Our and Your reasonable contemplation when the Policy was entered into. Failure to disclose any such change may result in difficulty obtaining insurance in the future.

2. Arbitration

If the Insurer admits liability for a claim but there is a dispute as to the amount to be paid the dispute will be referred to an arbitrator. The arbitrator will be appointed jointly by the Insured and the Insurer in accordance with the law at the time. The Insured may not take any legal action against the Insurer over the dispute before the arbitrator has reached a decision.

3. Authorised Persons

Applicable to Sections G and H only.

It is a condition of this Policy that the use of the Vessel is restricted to the Insured's appointed skipper or other persons authorised to operate the Vessel on behalf of the Insured other than whilst being loaned, hired, or chartered, unless otherwise stated in the Schedule.

4. Cancellation

a) We may cancel this Policy or any Section thereof at any time by sending fourteen days' notice by registered post to You at Your last known address and in such event You shall become entitled to a return of a proportionate part of the premium (provided the premium has been paid to Us) corresponding to the unexpired period of insurance.

b) You may cancel Your policy or any Section thereof at any time by giving Us notice in writing. If You cancel Your policy within the 'Cooling off Period' (14 working days after the inception or renewal date) You will be entitled to a return proportionate part of the premium (provided the premium has been paid to Us) corresponding to the unexpired period of insurance. However, You will not be entitled to a refund of the premium if You have made a claim during the current period of insurance or if You cancel Your Policy outside the 'Cooling off Period'.

5. Claims Procedures

a) On the happening of any event which could give rise to a claim the Insured must notify, the Insurer or the Insured's insurance intermediary, as soon as reasonably possible. Our claims department contact details are as follows:

First Notification of Loss – marineenergyclaims@tmhcc.com

The Insured will need to tell the Insurer:

i. the company name

ii. the nature and cause of the loss or damage

iii. any relevant telephone numbers and/or addresses

The Insured must:

1. as soon as reasonably possible notify the Police in respect of any loss or damage by theft or attempted theft or by riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances and malicious persons
2. as soon as reasonably possible forward to the Insurer any writ or summons issued against the Insured by a third party
3. take action to minimise the loss or damage and to avoid interruption or interference with the Business and to prevent further damage or injury
4. at their own expense and within:
   A. seven days of loss or damage caused by riot, civil commotion, strikers, locked-out workers or persons taking part in labour disturbances or malicious persons
   B. thirty days of expiry of the Indemnity Period in respect of Sections B1, B2 and B3
   C. thirty days of any other loss or damage interruption or interference with the Business or injury or disease supply full details of the claim in writing to the Insurer together with any evidence and information that may be reasonably required by the Insurer for the purpose of investigating or verifying the claim and (if demanded) a statutory declaration of the truth of the claim and any matters connected therewith.

b) No settlement, admission of liability, payment or promise of payment shall be made to a third party without the consent of the Insurer.

6. Compulsory Insurance

The Insured must repay the Insurer any amounts which the Insurer is required by compulsory insurance legislation to pay out under this Policy to the extent that the Insurer would not otherwise have been liable to make such payments on account of a breach of any of the terms or conditions of this Policy.

7.Contribution

If in the event of a loss, damage or liability under this Policy there shall be in force any other insurance providing cover against such claim:

a) the liability of the Insurer shall be limited to its rateable proportion of such claim

b) but which is subject to any provision excluding it from ranking concurrently with this Policy either in whole or in part or from contributing rateably to the claim then the liability of the Insurer shall be limited to such proportion of the claim as the sum insured bears to the value of the property.

8.(1) Pre-Contractual Representation

You acknowledge and accept the following:

a) You have a legal duty prior to entering into the policy and/or prior to the renewal of the policy to provide responses to questions asked by us in relation to the risk(s) to be insured.

b) a matter about which we ask a specific question is material to the risk undertaken by us or the calculation of the premium by us, or both.

c) You have a legal duty to answer all questions asked by us honestly and with reasonable care.

d) while we acknowledge that you have no legal duty of voluntary disclosure, you shall ensure that information which is voluntarily provided by you or on your behalf is provided honestly and with reasonable care.

8. (2) Remedies for Misrepresentations

a) The term “negligent misrepresentation” means a representation made without reasonable care but which was not fraudulent. Where a claim is made under the Policy but an answer which was provided, or information which was volunteered, by you or on your behalf involves a negligent misrepresentation, the remedy available to us shall reflect what we would have done had it been aware of the full facts and shall be based on a compensatory and proportionate test, as follows:

i. if we would not have entered into the policy on any terms, we may avoid the policy from inception or renewal (as the case may be) and refuse all claims, but shall return the premium paid;

ii. if we would have entered into the policy, but on different terms, the policy is to be treated as if it had been entered into on those different terms if we so require;

iii. if we would have entered into the Policy, but would have charged a higher premium, we may reduce proportionately the amount to be paid on the relevant claim.

b) Where an answer which was provided, or information which was volunteered, involves a negligent misrepresentation which is identified at a time prior to there being any claim under the policy, we may either:

i. give you notice that in the event of a claim we will exercise the remedies in paragraphs (a)(i)-(iii) above as appropriate;

ii. and/or terminate the policy by giving reasonable notice.

c) Where a claim is made under the policy but an answer which was provided, or information which was volunteered, by you involves a fraudulent misrepresentation, or where your conduct (relative to the policy or the steps leading to its formation) involves fraud of any other kind, we shall be entitled to avoid the policy from the date of commencement or renewal (as the case may be) without return of premium.

9. Fraudulent Claims

If the Insured or anyone acting on the Insured's behalf:

a) makes a fraudulent or exaggerated claim under this Policy; or

b) uses fraudulent means or devices including the submission of false or forged documents in support of a claim whether or not the claim is itself genuine; or

c) makes a false statement in support of a claim whether or not the claim is itself genuine; or

d) submits a claim under this Policy for loss or damage which the Insured or anyone acting on the Insured's behalf or in connivance with the Insured deliberately caused; or

e) realises after submitting what the Insured reasonably believed was a genuine claim under this Policy and then fails to tell the Insurer that the Insured has not suffered any loss or damage; or

f) suppresses information which the Insured knows would otherwise enable the Insurer to refuse to pay a claim under this Policy

the Insurer will be entitled to refuse to pay the whole of the claim and recover any sums that the Insurer has already paid in respect of the claim.

The Insurer may also notify the Insured that the Insurer will be treating this Policy as having terminated with effect from the date of any of the acts or omissions set out in clauses a) to f) of this condition.

If the Insurer terminates this Policy under this condition the Insured will have no cover under this Policy from the date of termination and not be entitled to any refund of premium.

If any fraud is perpetrated by or on behalf of an insured person and not on behalf of the Insured this condition should be read as if it applies only to that insured person's claim and references to this Policy should be read as if they were references to the cover effected for that person alone and not to the Policy as a whole.

10. Insurer's Rights

The Insurer shall:

a) be entitled to take over the defence or settlement of any claim made upon the Insured by any other party and the Insured shall give all assistance as may be reasonably required by the Insurer

b) have the right to enter the premises where the loss or damage has occurred and to keep possession of any of the Property Insured and to deal with the salvage in a reasonable manner but the Insured shall not be entitled to abandon any property to the Insurer

c) be entitled to take benefit of any rights of the Insured against any other party before or after the Insured has received indemnification under this Policy and the Insured shall give all assistance as may be reasonably required by the Insurer

d) at its option indemnify the Insured by payment, reinstatement, replacement or repair in respect of any property lost or damaged or part thereof. If the Insurer elects to reinstate or replace any property the Insurer shall not be bound to reinstate or replace exactly or completely but only as circumstances permit and in reasonably sufficient manner and shall not in any case be bound to expend in respect of any one of the Items insured more than the Sum Insured thereon.

11. Legal Representatives

In the event of the death of the Insured the Insurer will indemnify the Insured's legal personal representatives in respect of liability at law previously incurred by the Insured provided they observe, fulfil and be subject to the Terms, Conditions and Limitations of the Policy insofar as they can apply.

12. Licence

Applicable to Sections G & H only

This Policy will immediately cease if the Insured does not hold the appropriate licence to operate, crew and maintain the Vessel, whether for Irish Maritime Administration (IMA) of the Department of Transport or otherwise.

13. Premium Adjustment

If any part of the premium is calculated on estimates furnished by the Insured the Insured shall keep an accurate record containing all particulars relative thereto and shall at all times allow the Insurer to inspect such record. The Insured shall within one month from the expiry of each Period of Insurance furnish to the Insurer such particulars and information as the Insurer may require. The Premium for such period shall thereupon be adjusted and the difference paid by or allowed to the Insured as the case may be subject always to the minimum premium stipulated.

14. Reasonable Care

The Insured shall take all reasonable steps to:

a) protect the Property insured

b) comply with statutory enactments bye-laws and any other obligations and Regulations imposed by any authority

c) employ only competent employees

d) prevent accidents

e) maintain all Vessels in a sound condition and state of Seaworthy (as defined in Section G)

f) maintain all ways, works machinery and plant in sound condition.

In the event of the discovery of any defect or danger the Insured shall forthwith cause such defect or danger to be made good or remedied and in the meantime shall cause such additional precautions to be taken as the circumstances may require.

15. Sanction Limitation and Exclusion

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

General Exclusions applying to the whole Policy

This Policy does not cover:

1. Civil Commotion in Northern Ireland

DAMAGE or CONSEQUENTIAL LOSS in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of Civil Commotion.

2. Communicable Diseases

any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with the following:

a) a Communicable Disease; or

b) the fear or threat (whether actual or perceived) of a Communicable Disease regardless of any other cause or event contributing concurrently or in any other sequence thereto.

This exclusion does not however apply to the following:

i. damage which results from a Defined Peril but excluding the acts of malicious persons who maliciously, deliberately or recklessly cause any substance or agent capable of causing a Communicable Disease to come into contact with the premises or property of any person or entity or cause or attempt to cause another person or persons to contract a Communicable Disease

ii. Section G – Public and products liability in respect of:

1. food or drink poisoning; or
2. Legionnaires' disease (if specifically covered by an endorsement applied to this policy but only to the extent of cover expressly stated as being provided under the endorsement).

Definitions

For the purposes of this Exclusion, the following special meanings shall apply:

'Communicable Disease' shall mean any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

a) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not; and

b) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms; and

c) the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

'Defined Peril' shall mean 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, theft or attempted theft, earthquake, subterranean fire, storm, tempest, flood, escape of water from any tank apparatus or pipe, impact by any vehicle or by goods falling therefrom or animal.

3. Date Related Performance and Functionality

Not Applicable to Section F

loss, destruction or damage, CONSEQUENTIAL LOSS, additional expenditure or extra expenses, legal liability or other fees, costs, disbursements, awards or other expenses of whatsoever nature directly or indirectly caused by or contributed to by or consisting of or arising in whole or in part from:

a) the way in which any Data Processing System responds to or deals with or fails to respond to or fails to deal with any true calendar date

b) any Data Processing System responding to or dealing in any way with:

i. any data denoting a calendar date or dates as if such data did not denote a calendar date or dates

ii. any data not denoting a calendar date or dates as if such data denoted a calendar date or dates

whether such Data Processing System is the property of the Insured or not but in respect of all insurances other than Public Liability or Products Liability this shall not exclude subsequent loss, destruction or damage or CONSEQUENTIAL LOSS, additional expenditure or extra expenses (not otherwise excluded) which itself results from a Defined Peril otherwise covered by this Policy.

Definitions

For the purposes of this Exclusion, the following special meanings shall apply:

'Data Processing System' shall mean any computer or data processing equipment or media or microchip or integrated circuit or any similar device or any computer software or computer firmware.

'Defined Peril' shall mean 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, theft or attempted theft, earthquake, subterranean fire, storm, tempest, flood, escape of water from any tank apparatus or pipe, impact by any vehicle or by goods falling therefrom or animal.

4. Property cyber and data

a) notwithstanding any provision to the contrary within this Policy or any endorsement thereto, any:

i. Cyber Loss, unless subject to the provisions of paragraph b)

ii. loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data, unless subject to the provisions of paragraph c) regardless of any other cause or event contributing concurrently or in any other sequence thereto.

b) Subject to all the terms, conditions, limitations and exclusions of this Policy or any endorsement thereto, this Policy covers physical loss or physical damage to property insured under this Policy and any Time Element Loss directly resulting therefrom, caused by any ensuing fire or explosion which directly results from a Cyber Loss.

c) Subject to all the terms, conditions, limitations and exclusions of this Policy or any endorsement thereto, should Data Processing Media owned or operated by the Insured suffer physical loss or physical damage insured by this Policy, then this Policy will cover the cost to repair or replace the Data Processing Media itself plus the costs of copying the Data from backup or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling the Data. If such media is not repaired, replaced, or restored the basis of valuation shall be the cost of the blank Data Processing Media. However, this Policy excludes any amount pertaining to the value of such Data, to the Insured or any other party, even if such Data cannot be recreated, gathered, or assembled.

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

e) This exclusion supersedes and, if in conflict with any other wording in the Policy or any endorsement thereto having a bearing on Cyber Loss, Data or Data Processing Media, replaces that wording

Definitions

For the purposes of this exclusion, the following special meanings shall apply:

'Computer System' shall mean any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or backup facility, owned or operated by the Insured or any other party.

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

'Cyber Incident' shall mean:

a) any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or

b) any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.

'Cyber Loss' shall mean any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.

'Data' shall mean information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.

'Data Processing Media' shall mean any property insured by this Policy on which Data can be stored but not the Data itself.

'Time Element Loss' shall mean business interruption or any other consequential losses as insured under this Policy following a physical loss or damage to property insured under this Policy, but this shall not include any Contingent Business Interruption losses resulting from physical loss or damage to property not insured under this Policy.

5. Nuclear and War Risks, Government or Public Authority Order and Sonic Bangs

Death, injury, disablement or loss or damage to any property or any loss or expense resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:

a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel

b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any Nuclear Installation, Nuclear Reactor or other nuclear assembly or nuclear component thereof

c) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter

d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter but this exclusion d) will not apply to radioactive isotopes other than nuclear fuel when such isotopes are being prepared, carried, stored or used for commercial, agricultural, medical, scientific or other peaceful purposes

e) i) war, invasion, act of foreign enemy, hostilities whether war be declared or not, civil war, rebellion, revolution, insurrection, military or usurped power

ii) nationalisation, confiscation, requisition, seizure or destruction by any government or public authority

f) pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds

a), b), c) and d) will not apply to Section F except where the Insured have undertaken under a contract or agreement either to indemnify another party or to assume the liability of another party in respect of such injury.

e) and f) will not apply to Section F or H.

Definitions

For the purposes of this General Exclusion the following special meanings shall apply:

'Nuclear Installation' shall mean any installation of such class or description as may be prescribed by regulations made by the relevant Secretary of State from time to time by statutory instrument being an installation designed or adapted for:

a) the production or use of atomic energy

b) the carrying out of any process which is preparatory or ancillary to the production or use of atomic energy and which involves or is capable of causing the emission of ionising radiation

c) the storage, processing or disposal of nuclear fuel or of bulk quantities of other radioactive matter being matter which has been produced or irradiated in the production or use of nuclear fuel.

'Nuclear Reactor' shall mean any plant including any machinery, equipment or appliance whether affixed to land or not designed or adapted for the production of atomic energy by a fission process in which a controlled chain reaction can be maintained without an additional source of neutrons.

6. Terrorism

Any loss, damage, liability, cost or expenses of whatsoever nature directly or indirectly caused or caused by or happening through or in connection with any act of Terrorism.

In any action, suit or other proceedings where the Insurer alleges that by reason of this general exclusion cover is not provided under this Policy the burden of proving that such DAMAGE or CONSEQUENTIAL LOSS is covered shall be upon the Insured.

Definition

For the purposes of this General Exclusion the following special meaning shall apply:

'Terrorism' shall mean:

a) any act or preparation in respect of action or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation by any person or group whether acting alone or on behalf of or in connection with any organisation or government de jure or de facto and which:

   i. involves violence against one or more persons

   ii. involves damage to property

   iii. endangers life other than that of the person committing the action

   iv. creates a risk to health or safety of the public or a section of the public

   v. is designed to interfere with or to disrupt an electronic system

b) any action in controlling, preventing, suppressing, retaliating against or responding to any act or preparation in respect of action or threat of action described in a) above.

Complaints Procedure

We care about our customers and believe in building long-term relationships by providing quality products combined with a high standard of service. If it should happen that you have cause for complaint, either in relation to your policy or any aspect regarding the standard of our service, please see the steps outlined below.

You should firstly direct your complaint to the Broker with whom you arranged your policy. If the matter remains unresolved to your satisfaction, you can write to the Insurer (TME) at:

TME Head of Legal and Compliance
26 Avenue de la Liberté
L-1930 Luxembourg
Luxembourg
Email: TMEComplaints@tmhcc.com

If you have not received an answer within ninety (90) days or you are dissatisfied with the final response from the Insurer, you may still have the right to refer your complaint to the Insurance Ombudsman in Luxembourg (ACA) or the Commissariat Aux Assurances (CAA), free of charge, however you must do so within one year of the final response letter.

You can find more information on the Ombudsman in Luxembourg and the CAA (National Insurance Supervisor) below:

Insurance Ombudsman

Authority	Insurance Ombudsman in Luxembourg (ACA)	Commissariat aux Assurances (CAA)
Website:	https://www.aca.lu/en/insurance-obudsman	www.caa.lu/fr/consommateurs/resolution-extrajudiciaire-des-litiges
Email:	mediateur@aca.lu	caa@caa.lu
Post:	ACA c/o Médiateur en Assurance B.P. 448 L-2014 Luxembourg LUXEMBOURG	11, rue Robert Stumper L-2557 Luxembourg LUXEMBOURG
Telephone:	+352 44 21 44 1	+352 22 69 11 1
Fax:	+352 44 02 89	+352 22 69 10

Stamp Duty

Stamp Duty has been or will be paid to the Revenue Commissioners in accordance with the provisions entered into with them under Section 5 of the Stamp Duties Consolidation Act, 1999.

Statement as to Monies Payable

All payments which become due or payable to a person who is ordinarily resident in the Republic of Ireland shall be payable and paid in the Republic of Ireland.

Insurance Compensation Fund

You may be entitled to compensation from the scheme in the unlikely event that Insurer (TME) cannot meet its obligations.

The cap on the amount that could be available from the Fund in respect of any sum due to a policyholder in the event of a liquidation is 65% of the claim or €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 Link: https:/ /www.centralbank.ie/regulation/industry-market-sectors/insurance -reinsurance/solvency-ii/insurance-compensation-fund

Capital Insurance Markets
Address Block 10, Unit 1, Blanchardstown Corporate Park, Blanchardstown, Dublin 15, D15 WDH4.
Telephone +353 (0)1 406 0300 **Email** :quotes@capitalim.ie **Website:** www.capitalinsurancemarkets.ie

Capital Insurance Markets, Capital IM are trading names of Arachas Corporate Brokers Ltd. and regulated by the Central Bank of Ireland. Company registration number: 379157. Directors: J. Wynne (CEO), M. Mohan (CFO), C. McCreevy (Chairman), J. McCarthy, C. Brennan, J. Bissett., M. Cospito (Italian), K. Keogh. Deemed authorised and regulated by the Financial Conduct Authority. The nature and extent of consumer protections may differ from those for firms based in the UK. Details of the Financial Services Contracts Regime, which allows EEA-based firms to operate in the UK for a limited period to carry on activities which are necessary for the performance of pre-existing contracts, are available on the Financial Conduct Authority's website. Registered Address: 9 Eastgate Avenue, Eastgate Business Park, Little Island, Cork, T45 YN92. www.arachas.ie

Tokio Marine Europe S.A.

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