



COMMERCIAL COMBINED POLICY WORDING 1/9/25

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Guide to this Policy

Thank **You** for choosing to arrange **Your** insurance via Specialist Risk Europe Limited, trading as MX Underwriting Europe (“MX Underwriting Europe”).

As a customer of MX Underwriting Europe **You** will benefit from an innovative and partnership approach to **Your** insurance needs. This is **Your Policy** which details the extent of insurance cover provided. It should be read in conjunction with the **Schedule**.

Please read this **Policy** carefully to make sure that it meets with **Your** particular needs. If it does not, then please return it immediately to **Your** insurance broker or to MX Underwriting Europe.

If you are a Consumer, the Consumer Insurance Contracts Act 2019 will apply to this Policy. If you are unsure as to whether a section applies to you as a Consumer, please contact Your insurance advisor.

Important Points to Note

- a) MX Underwriting Europe are an insurance intermediary as defined under the European Union (Insurance Distribution) Regulations, 2018. **We** provide services and enter into insurance contracts on behalf of regulated insurers. **We** are not the insurer.
- b) The identity of the insurer or insurers on behalf of which **We** act and who will receive the premium and settle claims arising on **Your Policy** are detailed on all quotation and confirmation of cover documentation, including the **Schedule**.
- c) Complaints: **We** aim to always give **You** the highest standard of service. Please refer to page 6 for full details of **Our** complaints procedure.
- d) The **Sums Insured / Limits of Indemnity** specified in the **Schedule** take precedence over the **Sums Insured / Limits of Indemnity** specified in the **Policy**.
- e) This **Policy** is a legal contract between the **Company** specified in the **Schedule** and **You**. **We** are the agent of the **Company**.
- f) Fair disclosure and description of risk. **Consumers** are required to answer specific questions asked honestly and with reasonable care. **You** must take care when answering questions, **We** ask, by ensuring that all the information provided to **Us** is accurate and complete.

For all other Proposers or **Insureds**, there is a pre-inception duty to disclose material facts and an ongoing duty to advise **Us** immediately of any changes in those material facts which affect **Your** insurance, and which have occurred since this **Policy** started, or since the last renewal date. If **You** are unsure whether certain facts are material, please ask **Your** appointed insurance broker. Failure to tell **Us** about relevant changes may invalidate **Your Policy** in total or in respect of a claim or claims.

The Company’s rights under this Policy:

If the **Company** establishes that **You** deliberately or recklessly provided false or misleading information, they will treat this **Policy** as if it never existed and decline all claims.

If the **Company** establishes that **You** carelessly provided false or misleading information, it could adversely affect **Your Policy** and any claim. For example, the **Company** may:

- treat this **Policy** as if it never existed and refuse to pay all claims and return the premium paid. They will only do this if **You** have been provided with insurance cover which they would not otherwise have offered.
- amend the terms of **Your** insurance. They may apply amended terms as if they were already in place if a claim has been adversely impacted by **Your** carelessness.
- reduce the amount they pay on a claim in the proportion the premium **You** paid bears to the premium they would have charged **You**. The equivalent percentage reduction of a claim amount may be a significant monetary amount and **You** will be liable to make good the shortfall to any third party.

If **You** become aware that information **You** have given **Us** is inaccurate, **You** must inform **Us** as soon as practicable.

We or the **Company** will write to **You** via **Your** appointed insurance broker if **We**:

- intend to treat **Your Policy** as if it never existed; or
- need to amend the terms of **Your Policy**.

Indemnity Agreement

In consideration of the **Insured** having paid or having agreed to pay the premium, the **Company** shown in the **Schedule** will provide the insurance described in this **Policy** for the **Period of Insurance** shown in the **Schedule** and any subsequent **Period of Insurance** for which the **Insured** pays and the **Company** accepts the premium.

Provided always that:

- a) this insurance will only apply to events arising in connection with the **Business** as described in the **Schedule**.
- b) such events occur during the **Period of Insurance**.
- c) the information supplied to the **Company**, known as the **Submission**, by or on behalf of the **Insured** in connection with this insurance has been relied upon by the **Company** in offering this contract of insurance.
- d) the **Policy** and **Schedule** and any Endorsements (including any **Schedule** or Endorsement issued in substitution) will be read as one contract, and words or expressions to which a specific meaning has been given will have such specific meaning wherever they appear.

Subject always to the terms, Exceptions, Conditions, endorsements and Limits of Indemnity of the Policy.

SIGNED for and on behalf MX Underwriting Europe, within the terms of the authority delegated to **Us** by the Regulated Insurer(s) specified in the **Schedule**,



Ian Cook
Managing Director

Claims (Duties Owed by the Insured)

- a. If circumstances should exist and/or on the happening of any event which may give rise to a claim under this **Policy**, the **Insured** shall as soon as possible give notice to the **Company**.
- b. In respect of third party liability claims, any pre-action Letter of Claim should be acknowledged within twenty-one days of receipt and a copy of both the pre-action Letter of Claim and the response shall be forwarded to the **Company** at the same time as the response is sent.
- c. Every writ, summons, claim form, process, impending prosecution notice or notice of an inquest or fatal accident inquiry in connection with any such circumstance or event aforesaid shall be immediately forwarded to the **Company** unacknowledged.
- d. Other than as prescribed in (b), within thirty days (seven days in the case of **Damage** caused by riot civil commotion strikers locked-out workers persons taking part in labour disturbances or malicious persons, thirty days of the expiry of the **Indemnity Period** in respect of **Business Interruption**, if insured by this **Policy**) of any circumstance or event aforesaid or such further time as the **Company** may in writing allow the **Insured** shall give full particulars of the circumstance or event. In the event of **Loss of Licence** claims, these should be notified to the **Company** within 48 hours.
- e. The **Insured** shall give immediate notice to An Garda Siochana, or other Police Authority, immediately it becomes evident that any **Damage** has been caused by malicious persons or theft or attempted theft.
- f. The **Insured** shall carry out no alterations or repair, except emergency repairs necessary to secure the **Premises**, until the **Company** has had an opportunity to complete investigation or opportunity to investigate.
- g. The **Insured** shall carry out and permit to be taken any action which may be reasonably practicable to prevent further loss, destruction or damage and to minimise or check any interruption of or interference with the **Business** or to avoid or diminish the loss.
- h. The **Insured** if required by the **Company** shall attend all proceedings and assist the **Company** in the giving of evidence and the attendance of witnesses and shall give the **Company** all information and assistance and do and concur in doing whatever the **Company** may require in connection with any circumstance event or claim.
- i. Following receipt by the **Insured** of a pre-action Letter of Claim the **Insured** shall within forty five days provide to the **Company** copies of all documents records and minutes of meetings necessary to consider the claim fully The **Insured** shall also give to the **Company** all such proofs and information with respect to any claim as the **Company** may require together with (if demanded) a statutory declaration of the truth of such claim and of any matters relating thereto.
- j. The **Insured** shall bear their own costs and expenses under this Condition unless specific cover is provided within any Section of the **Policy**.
- k. The **Insured** shall provide details of other insurances on any of the **Property Insured**.
- l. No admission offer promise payment or indemnity shall be made or given by or on behalf of the **Insured** without the written consent of the **Company**.

Special Definition

The words 'Letter of Claim' where used in this condition shall mean any request in writing indicating an intention to claim against the **Insured** that specifies sufficient information about the incident to enable it to be investigated and includes at least preliminary information as to the nature of the injury or damage sustained and as defined in any protocols issued under the Civil Procedure Rules (or any amendments or supervening legislation).

Claims (Company Rights)

- a. The **Company** may:
- i. investigate handle and control any claim notified to it at its absolute discretion and may settle compromise or make ex-gratia payments in respect thereof and generally conduct any proceedings process or actions related to such claim as it deems appropriate and the costs incurred by the **Company** in this undertaking shall be subject to any **Excess** shown in the relevant Section of the **Schedule** under which the claim is being brought by the **Insured** irrespective of whether an indemnity is subsequently provided to the **Insured** in respect of such claim.
 - ii. at its discretion take over and control the legal representation of the **Insured** at any inquest inquiry or other proceedings in any Court or arbitral proceeding concerning any matter that has or may give rise to a claim hereunder and/or the defence and settlement of any claim The **Company** shall conduct such representation and defence and settlement of claims as it sees fit so to do In the event that the **Company** makes any payment the **Insured** will on demand pay to the **Company** the amount of the **Excess** applicable.
- b. The **Company** may at any time pay to the **Insured** the amount of the **Limit of Indemnity** (less any sum already paid and less the amount of any **Excess**) or any lesser amount for which any claim or claims can be settled and shall then cease to have the conduct and control of the negotiations actions or proceedings and be under no further liability in respect of such claim or claims except for costs and expenses incurred prior to the date of such payment for which the **Company** is liable hereunder The **Company** shall not be responsible for any loss which the **Insured** may claim to have sustained by reason of the **Company** having acted in such way.

How to make a claim

Things You must do to make a successful claim

If **You** wish to make a claim, please contact the insurance broker who arranged the insurance or contact the following directly:

Email: fnol@ie.sedgwick.com

Write to: MX Underwriting Europe Claims @ Sedgwick, c/o Conor Holland, Head of **Property** Adjusting and Claims Services Sedgwick, Merrion Hall, Strand Road, Sandymount, Dublin 4, D04 K744, IRELAND

Call: Direct: +353 1 2611454 Crisis Mobile: +353 868556266

When notifying a claim:

Do not be tempted to delay notifying any incident for which **You** may seek the benefit of the **Policy**. The **Policy** is not expected to respond if **You** do not report incidents immediately and without delay. Up to 14 days from the date of knowledge would be considered reasonable. In the event of **Loss of Licence** claims, these should be notified to the **Company** within 48 hours.

The **Policy** will not respond if the **Company** considers that it has been prejudiced by a delay. If **You** are unsure whether certain incidents should be notified, ask **Your** appointed insurance broker.

Complaints Procedure

We are committed to providing all **Our** customers with a high standard of service at all times. **We** realise that things can go wrong and there may be times when **You** feel **Our** service has let **You** down. As a valued customer, **You** have the right to complain. If at any time **You** feel dissatisfied with the service, or feel that **You** have cause for complaint, **We** recommend in the first instance that **You** contact the insurance broker or intermediary who arranged the **Policy**, or if **You** wish to make **Your** complaint directly to **Us** in writing **You** can email the Managing Director at icook@mxunderwriting.com. In the event **You** wish to make a complaint in writing, **We** ask that **You** include **Your** name, address, policy number and/or claim number, the reason for **Your** complaint and any supporting documents. Please title **Your** correspondence in the subject line: "Complaint". E-mail: icook@mxunderwriting.com

Our staff will try to resolve **Your** complaint immediately. If this is not possible, **We** promise to acknowledge **Your** complaint in writing within 5 (five) business days of receipt. This acknowledgement will include the contact details of a dedicated person nominated to deal with **Your** complaint. In the unlikely event that **We** have not resolved **Your** complaint within 20 (twenty) business days **We** will write and let **You** know and what further action **We** will take in a final response and the anticipated timeframe in which **We** hope to resolve **Your** complaint.

If **You** are not satisfied with **Our** final decision, or if **We** haven't given **You** a final decision within 40 business days, **You** have the right to refer **Your** complaint to;

The Financial Services Ombudsman's Bureau,
3rd Floor, Lincoln House,
Lincoln Place,
Dublin 2
D02 VH29
Telephone 01 6620899 / 1890 882090
www.financialombudsman.ie

The contact details should **You** wish to raise a complaint about these Sections directly with Accredited Insurance (Europe) Ltd. are; Accredited Insurance (Europe) Limited, Avenue 77, Triq in-Negoju, Zone 3, Central Business District, Birkirkara, CBD 3010, Malta. Email: complaints@accredited-eu.com If **You** are not satisfied with **Our** final response or **We** have not responded within fifteen (15 working days, **You** may also refer **Your** complaint to: Office of the Arbiter for Financial Services, 1st Floor St Calcedonius Square, Floriana FRN 1530 Malta, telephone (+356 212 49245). **You** will have to pay EUR 25.00 at the time of making **Your** complaint to the Arbiter to use this service. The Office of the Arbiter for Financial Services considers that a "complaint" refers to a statement of dissatisfaction addressed to an insurance undertaking by a person relating to the insurance contract or the service he/she has been provided with. The terms "person" does not specify that this is limited to individuals and therefore any policyholder, **Insured** person, beneficiary and injured third party (irrespective of the country of residence or where the risk is situated is eligible to make a complaint). For more information on the Office of the Arbiter for Financial Services and its complaints process, please visit <http://financialarbiter.org.mt/>

The complaints handling arrangements above are without prejudice to **Your** right to commence a legal action or an alternative dispute resolution proceeding in accordance with **Your** contractual rights.

Full details of **Our** complaints procedure, and further information on MX Underwriting Europe, can be seen by visiting **Our** website at www.mxunderwriting.eu.

Compensation

The Insurance Compensation Fund in Ireland exists for the protection of policyholders. In the event that an EU insurer is unable to pay a claim, compensation may be available from this Fund.

Definitions (in alphabetical order)

In this Policy, defined words or terms are in **bold**. These words or terms, other than in the headings, have specific meanings attached to them as set out below.

Also, where the context requires:

- a) words in the singular will include the plural and vice versa; and
- b) words expressed in one gender shall include all genders; and
- c) references to 'a person' shall include any individual, company, partnership or any other legal entity;
- d) references to a statute, regulation or trade terms of contract will be construed to include all its amendments or replacements.

All headings within this Policy are included for convenience only and will not form part of this Policy.

All Other Contents shall mean:

- a. directors', **Employees'**, and visitors' personal effects;
- b. **Employees'** tools;
- c. computer systems records but only for the value of the materials together with the cost of clerical labour time expended in reproducing such records excluding any expenses in connection with the production of information to be recorded therein;
- d. patterns, models, moulds, plans, and designs or sets of same;
- e. documents, manuscripts, and business books but only for the value of the materials as stationery together with the cost of clerical labour expended in writing up.

Ancillary Equipment shall mean air conditioning equipment, voltage regulating equipment, and generating equipment solely for use with **Computer Equipment**.

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

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

Asbestos Dust shall mean fibres or particles of **Asbestos**.

Assault Injury shall mean injury:

- a. which is sustained by the **Insured Person** during the **Period of Insurance**; and
- b. caused by violent, external, and visible means which shall solely and independently of any other cause result in the death or disablement of an **Insured Person** within twenty-four calendar months from the date of the **Incident** by which such injury was caused.

Bodily Injury shall mean death, injury, illness, or disease; and shall include nervous shock, mental anguish, and mental illness.

Buildings, and unless more specifically insured shall mean:

- a. the buildings of the **Premises** including outbuildings, landlord's fixtures and fittings, foundations, walls, gates, and fences around and pertaining to the **Premises**;
- b. piping, ducting, cables, wires, and associated control gear, and accessories on the **Premises** extending to the public mains but only to the extent of the **Insured's** responsibility;
- c. yards, car parks, roads, and pavements which partly or wholly serve to supply the **Premises**;

the property of the **Insured** or for which the **Insured** is responsible.

Business shall mean the business described in the **Schedule** and no other for the purpose of this insurance, but shall include the following where incidental to the business:

- a. property ownership, use or occupation of **Premises** in connection with the business;
- b. repair, maintenance, decoration and upkeep of **Premises** owned, used or occupied in connection with the business, but not the construction, re-construction, structural alteration or demolition of such **Premises**;
- c. sale or disposal of own property and goods, including owned mechanically propelled vehicles, plant and equipment;
- d. employment of subcontractors for performance of work on behalf of the **Insured** in the course of the business;
- e. provision and management of canteens, social, sports and welfare organisations and medical organisations for the benefit of the **Insured's Employees** and/or their pensioners;
- f. provision and management of first aid services (other than by qualified medical practitioners), fire, security and ambulance services at the **Insured's** premises for the benefit of the **Insured's Employees** ;
- g. participation in exhibitions, trade fairs, conferences or promotional events;
- h. private work carried out by any **Employee**, for any director, business partner, or senior official or executive of the **Insured**.

Business Interruption shall mean any loss covered under Section 2 of this **Policy**.

Business Hours shall mean the **Insured's** usual office hours and the working hours, including overtime, during which the **Insured**, their principals, or **Employees**, entrusted with the **Insured's Money** are on the **Premises** or at sites of contract for the purpose of the **Business**.

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 bodily injury, illness, emotional distress, damage to human health, human welfare or property damage

Company shall mean the Insurer(s) shown in the **Schedule** who will receive the premium and settle claims arising on **Your Policy**.

Computer Equipment shall mean computers and all other equipment used for the storage and communication of electronically processed **Data** including interconnecting wiring, fixed discs, and other **Data** carrying **Media**, software and telecommunications but excluding any equipment used in the control of a manufacturing process.

Consumer shall have the meaning set out in the Financial Services and Pensions Ombudsman Act 2017.

Contents shall mean:

- a. machinery, plant, trade fixtures and fittings;
- b. tenants' improvements, alterations and decorations;
- c. so far as they are not otherwise insured, **Employees'** directors' and visitors' pedal cycles, tools and other personal effects of every description (other than motor vehicles) for an amount not exceeding €1,500 in respect of any one person; or
- d. contents of outbuildings.

The term "contents" excludes (except as provided for under the definition for **All Other Contents**)

- i. landlord's fixtures and fittings;
- ii. stock and materials in trade;
- iii. **Money** and stamps;
- iv. documents, manuscripts and business books;
- v. computer system records;
- vi. any patterns, models, moulds, plans or designs, or set of same;
- vii. vehicles licensed for road use, including accessories thereon and contents therein.

Damage shall mean accidental physical loss, destruction, or damage which is both sudden and accidental, and **Damaged** shall have the equivalent meaning.

Data shall mean information represented or stored electronically including but not limited to code or series of instructions operating systems software programs and firmware.

Debris Removal Costs shall mean costs and expenses necessarily incurred by the **Insured** with the consent of the **Company** in:

- a. debris removal; or
- b. dismantling and demolishing,
- c. shoring up or propping, or
- d. clearing of drains and sewers;

of the portion(s) of the **Property Insured Damaged** by any **Defined Peril**.

The **Company** shall not pay for any costs or expenses:

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

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

Denial of Service Attack shall mean any actions or instructions constructed or generated with the ability to **Damage**, interfere with or otherwise affect the availability of networks, network services, network connectivity or information systems including, but not limited to, the generation of excess traffic into network addresses, the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks.

Employee shall mean:

- a. any person under a contract of service or apprenticeship with the **Insured**;
- b. any person who is hired to or borrowed by the **Insured**;
- c. any person engaged in connection with a work experience or training scheme;
- d. any labour master, labour only sub-contractor or person supplied by them;
- e. any self-employed person providing labour only; or
- f. any voluntary worker.

while working under the direct control of the **Insured** in connection with the **Business**

Estimated Gross Profit shall mean the amount declared by the **Insured** to the **Company** as representing not less than the **Gross Profit** which it is anticipated will be earned by the **Business** during the financial year most nearly concurrent with the **Period of Insurance**, or a proportionately increased multiple thereof where the **Maximum Indemnity Period** exceeds twelve months.

Estimated Gross Revenue shall mean the amount declared by the **Insured** to the **Company** 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 twelve months).

Event shall mean any one occurrence, or all occurrences of a series consequent upon, or attributable to, one originating cause.

Excess shall mean (in respect of sections 1-6 inclusive) the first amount payable by the **Insured** in respect of damages, costs and expenses, claimant's costs, fees and expenses for each and every claim or potential claim, as ascertained after the application of all other terms and conditions of this **Policy**; or

In the case of a claim or potential claim that involves **Damage**, and if specified in the **Schedule** and applicable, the **Excess** shall mean the first amount payable by the **Insured** in respect of each and every **Damage** claim or potential **Damage** claim as ascertained after the application of all other terms and conditions of this insurance.

Excess shall mean (in respect of sections 7-9 inclusive) the amount stated in the **Schedule** which the **Company** or its representatives may, at any time and at its sole discretion for each claim or notification of a potential claim by a third party or **Employee**, in respect of all damages or costs or defence costs and/or expenses including investigation costs, require payment of from the **Insured**, in whole or in part, directly to the **Company** or at the **Company's** discretion, to its appointed representative.

Where more than one claim or notification of a potential claim arises from the same **Event**, then only one **Excess** amount shall be payable by the **Insured** for that **Event**.

Failure of a System

Failure of a System shall mean the complete or partial failure or inability whether in terms of availability functionality including performance or otherwise of a system whether or not owned by the **Insured** to operate at any time as desired, as specified or as required in the circumstances of the **Insured's** business activities.

Fear of Asbestos and Pollutants shall mean fear of suffering **Bodily Injury** arising out of actual or suspected exposure to **Asbestos, Asbestos Dust, Asbestos Containing Materials** or **Pollutants**.

Geographical Limits shall mean:

- a. for the purposes of Sections 1, 2, 3, 5 and 6: Republic of Ireland, Great Britain, Northern Ireland, the Isle of Man, or the Channel Islands unless otherwise stated
- b. for the purposes of Section 4 (Computer Equipment 'All Risks'): anywhere in the world whilst in the possession of an **Employee** who is normally resident in the territories referenced in (a) above
- c. for the purposes of Sections 7, 8 and 9 (Liability Sections) please refer to '**Territorial Limits**' referenced under the Insuring Clause in the respective sections.

Goods shall mean, for the purposes of Section 6, property of every description belonging to the **Insured**, held in trust, or on commission, for which the **Insured** is responsible or has accepted responsibility.

Gross Profit shall mean the amount by which the sum of the amount of the **Turnover** and the amounts of the closing stock and work in progress shall exceed the sum of the amounts of the opening stock and work in progress and the amount of the **Specified Working Expenses**.

The amounts of the opening and closing stock shall be arrived at in accordance with the **Insured's** normal accountancy methods due provision being made for depreciation.

Gross Revenue shall mean the money paid or payable to the **Insured** for services rendered in the course of the **Business** at the **Premises**.

Hacking shall mean unauthorised access to any computer or other equipment or component or system or item which processes stores or retrieves **Data**, whether the property of the **Insured** or not.

Incident shall mean **Damage to Property Insured**, used by the **Insured** at the **Premises** for the purpose of the **Business**.

Indemnity Agreement is defined on page 3 of the **Policy**

Indemnity Period shall mean the period beginning with the occurrence of an **Incident** and ending not later than the **Maximum Indemnity Period** as specified in the **Schedule**.

Insured / You / Your shall mean

- a. the **Insured** as stated in the **Schedule**;
- b. at the written request of the **Insured**,
 - i. any director, partner or **Employee** of the **Insured**, while acting on behalf of or in the course of his employment or engagement by the **Insured** in connection with the business, in respect of liability for which the **Insured** would have been entitled to indemnity under this **Policy** if the claim had been made against the **Insured**;
 - ii. any officer, member or **Employee** of the **Insured's** canteen, social, sports or welfare organisation or fire, security or first aid or ambulance services in their respective capacities as such;
 - iii. any director, business partner or senior official of the **Insured**, in respect of private work carried out by any **Employee** of the **Insured** for any such person, with the consent of the **Insured**;
 - iv. any principal, in his capacity as such, for liability arising out of work performed by the **Insured** for or on behalf of that principal;
- c. in the event of the death of the **Insured**, the personal representatives of the **Insured** in respect of liability incurred by the **Insured**.

Insured Event shall mean an event causing **Damage** which is covered under the conditions for cover in the terms of the **Policy**.

Insured Person shall mean:

- a. the **Insured** or any principal, director, or **Employee** of the **Insured**: or
- b. any person acting on behalf of the **Insured** other than an **Employee** of a security company or organisation.

Law Costs shall mean all claimants' costs and expenses which the **Insured** is legally liable to pay and all costs and expenses incurred by the **Insured** with the written consent of the **Company** in respect of any **Event** that is the subject of indemnity under sections 7, 8 and 9 under this **Policy**.

Licence shall mean the licence granted for the retail sale of excisable liquors at the **Premises**.

Limit of Indemnity shall mean:

- a. for the purposes of Sections 1 to 6, the total liability of the **Company** for all amounts payable in accordance with the **Indemnity Agreement** under these Sections for any loss or series of losses arising from any one **Event** as stated in the **Schedule**. For the avoidance of doubt, for the purposes of Sections 1 to 6, the **Limit of Indemnity** is inclusive of the relevant **Excess** stated in the **Schedule**.
- b. for the purposes of Sections 7 to 9, the total liability of the **Company** for all amounts payable in accordance with the Insuring Clauses under these Sections and shall not exceed the amount(s) stated in the **Schedule**. For the avoidance of doubt, for the purposes of Sections 7 to 9, the **Limit of Indemnity** is in addition to any **Excess** stated in the **Schedule**, but inclusive of any **Self-Insured Retention**.

Where the **Company** is required to indemnify more than one insured party under the **Policy**, the total amount payable shall not exceed the **Limit of Indemnity**. For efficiency, all **Insureds** shall be treated as one insured party or single legal entity so that there will be only two parties to the contract of Insurance, namely the **Company** and the first named **Insured**.

Loss of Limb shall mean loss by physical separation of a hand, at or above the wrist, or of a foot, at or above the ankle, and includes total and irrecoverable loss of use of hand, arm, foot, or leg.

Loss of Licence shall mean the licence being:

- a. forfeited or revoked under the provisions of the appropriate legislation governing the issue of such licences; or
- b. refused renewal by the appropriate licencing authority after proper application.

Loss of Sight shall mean the total and irrecoverable loss of sight in one or both eyes.

Machinery/Plant shall mean the machinery, plant, fixtures and fittings, **Computer Equipment** and **All Other Contents** all belonging to the **Insured** or held by the **Insured** in trust, or on commission, for which they are responsible or wish to assume responsibility but excluding:

- a. landlord's fixtures and fittings;
- b. **Stock**;
- c. **Money**; and
- d. **Computer Equipment** otherwise insured.

Maximum Indemnity Period shall be as stated in the **Schedule**.

Media shall mean solely the materials on which **Data** and/or **Programs** are recorded.

Money shall mean current cash, bank and currency notes, cheques and giro cheques (other than blank or partly completed cheques and giro cheques), travellers cheques, bankers drafts and giro drafts, postal orders, money orders, national savings certificates, and unused current postage stamps, and unexpired units in franking machines, trading stamps, national insurance stamps (whether affixed to cards or otherwise), national savings and holiday with pay stamps, bankers drafts, promissory notes, bonds, securities, bills of exchange, dividend warrants and gift tokens, luncheon vouchers, consumer redemption vouchers all belonging to the **Insured** or for which the **Insured** has accepted responsibility.

Non-Negotiable Monies shall mean crossed cheques, crossed giro cheques, crossed bankers drafts, crossed postal orders, crossed money orders, premium bonds, unused national insurance stamps, national savings certificates, credit card sales vouchers, debit card sales, VAT purchase invoices all belonging to the **Insured** or for which the **Insured** is responsible.

Nuclear Installation shall mean any installation of such class or description as may be prescribed by regulations made by the relevant Minister 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 radiations;
- 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 course of 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.

Nuisance shall mean obstruction, loss of amenities or interference with any right of light, air, water or way.

Offshore shall mean from the time of embarkation on to a conveyance to an offshore rig or platform until disembarkation from the conveyance on to land upon return from such offshore rig or platform.

Outstanding Debit Balances shall mean the total amount outstanding in customers' accounts as set out in the **Insured's** accounts as at the end of the last calendar month, adjusted for:

- a. bad debts;
 - b. amounts debited, or invoiced but not debited, and credited, including credit notes and cash not passed through the books at the time of the **Incident**, to customers' accounts in the period between the date to which said last statement relates and the date of the **Incident**; and
 - c. any abnormal conditions of trade which had or could have had a material effect on the **Business**;
- so that the figure thus adjusted shall represent as nearly as reasonably practicable those which would have been obtained at the date of an **Incident** had the **Incident** not occurred.

Period of Insurance shall mean the Period stated in the **Schedule** starting from the "**Inception Date**" and ending on the "**Expiry Date**", as these terms are specified in the **Schedule** or any subsequent period for which the **Company** agrees to renew the **Policy** and to accept payment of the premium.

Permanent Total Disablement shall mean disablement for at least 104 (not necessarily consecutive) weeks from engaging in, or giving attention to, a profession or occupation of any kind.

Policy shall mean this document, the **Schedule**, (including any **Schedule** issued in substitution), and any endorsements attaching to this **Policy** or the **Schedule** that will be considered part of the legal contract.

Pollutants shall mean any solid, liquid, gaseous, or thermal irritants, smoke, vapour, soot, fumes, acids, alkalis, chemicals, waste, or other substances or contaminants, moulds or other fungi (including but not limited to mildew or mycotoxins or spores or any other substance or product produced or released by moulds or fungi); which actually or are alleged to adversely affect land, water, atmosphere, **Property**, **Buildings**, other structures, or people, animals, plants, and all other living organisms, or the general environment.

Pollution Hazard shall mean:

- a. actual, alleged, or threatened:
 - i. ingestion, inhalation, absorption, release, escape, discharge, dispersal, seepage of, contact with, or exposure to, **Pollutants**;
 - ii. subsequent spread, migration, or movement of **Pollutants** following (i) above;
- b. the costs of cleaning up, containing, treating, detoxifying, neutralising, removing, monitoring of, or testing for, **Pollutants** and their effects, whether or not these are performed by the **Insured** or third parties.

Premises shall mean the premises owned, occupied, leased or rented, by the **Insured** as stated in the **Schedule**.

Product shall mean any goods or products designed, manufactured, constructed, installed, altered, repaired, serviced, processed, treated, sold, leased, supplied, or distributed by or on behalf of the **Insured**.

Professional Fees shall mean architects', surveyors', engineers', and consultant's legal and other fees necessarily and specifically incurred in the **Reinstatement** of the **Property Insured** as a result of its **Damage**, but not for preparing any claim.

Programs shall mean a sequence of instructions given to a computer which are either purchased or written on a custom basis owned leased or rented by the **Insured** or for which they are legally responsible.

Property shall mean any tangible property.

Property Insured shall mean the items of property listed in The **Schedule**.

Proposal shall mean any information supplied by the **Insured** in connection with this insurance and any declaration made in connection therewith by or on behalf of the **Insured**.

Rate of Gross Profit shall mean the rate of **Gross Profit** earned on the **Turnover** during the financial year immediately before the date of the **Incident**.

Reinstatement shall mean:

- a. the rebuilding or replacement of property which, provided the liability of the **Company** 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 the **Property Insured** which is **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; or
- c. in respect of **Computer Equipment** and **Ancillary Equipment** and **Data** carrying materials, to the extent that it cannot be economically repaired, it will be replaced by similar equipment of similar capacity in a condition equal to but not better or more extensive than its condition when new. If it is not possible to obtain equipment of similar capacity replacement will be of the next higher capacity, up to the limits specified under 'Section 4 – Computer Equipment 'All Risks', if applicable.

Reinstate shall have the same meaning.

Rent Payable shall mean loss of rent payable as a result of the **Building(s)** or any part being unfit for occupation in consequence of:

- a. their being **Damaged**; or
- b. **Damage** elsewhere on or about the **Premises**.

Rent Receivable shall mean the amount of the rent received and payments for services provided in respect of the letting of the **Premises**.

Schedule means the document showing who is the **Insured**, the **Business** being covered and other Policy particulars such as the **Period of Insurance**, the **Limits of Indemnity** and certain amounts for which the **Insured** may be responsible. To be read in conjunction with all other Policy documentation

Self-Insured Retention shall mean the un-insured amount stated in the **Schedule** which shall be payable by the **Insured** for each claim or notification of a potential claim by a third party or **Employee**, in respect of all damages, costs, defence costs and expenses, including investigation, medical and expert costs (other than the **Company's** own salary and other internal costs), before the **Company** shall be liable to make any payment under this **Policy**. This is different from an **Excess**, in that it is an un-insured amount. A **Self-Insured Retention** may be applied to the Liability Sections of the **Policy** (sections 7, 8 and 9 under this **Policy**) in place of an **Excess** where shown in the **Schedule**.

Specified Working Expenses shall mean purchases less applicable discounts, and bad debts.

Standard Turnover shall mean the turnover during that period in the twelve months immediately before the date of an **Incident** which corresponds with the **Indemnity Period**.

Standard Construction shall mean **Buildings** being built mainly of brick, stone or concrete and roofed with slates, non-combustible tiles, concrete, asphalt, metal or sheets or slabs composed entirely of non-combustible mineral ingredients.

Stock shall mean the stock and materials in trade, including work in progress, at the **Premises**, the property of the **Insured**, or held in trust by the **Insured**, or on commission, for which the **Insured** are responsible or wish to assume responsibility.

Submission shall mean the proposal and declaration and information supplied to the **Company**, together with all attachments, by or on behalf of the **Insured**, in connection with this insurance, all of which shall be incorporated in and form part of this **Policy**.

Sum Insured shall mean such sum as is specified in the **Schedule**.

Temporary Total Disablement shall mean temporary total disablement for less than 104 (not necessarily consecutive) weeks which prevents the **Insured Person** from attending to his usual **Business** or occupation.

Tenant's Improvements shall mean tenant's improvements, alterations and decorations to landlord's property for which the **Insured** is responsible.

Terrorism shall mean any act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

Transit shall mean in transit by road, rail, or inland waterway, between any addresses within the **Geographical Limits** including any loading and unloading and whilst what is in transit is temporarily housed for up to 21 days.

Turnover shall mean 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**.

Unoccupied shall mean any **Building** which is empty or not in use by the **Insured** or any tenant of the **Insured** for any period of more than 30 consecutive days.

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

We / Us / Our means MX Underwriting Europe who have authority to arrange this insurance on behalf of the **Company**.

Working Hours shall mean the whole period during which the vehicle is being used by its driver in connection with the **Business** of the **Insured** including travel to and from the place of work and any break in such journey but shall not include when the vehicle is parked for any overnight rest period.

Section 1 – Material Damage ‘All Risks’

Insuring Clause

This Section shall cover, in accordance with the **Indemnity Agreement**, **Damage** to any of the **Property Insured** for which a **Limit of Indemnity** is stated in the **Schedule**. The **Company** will pay to the **Insured** the values of such **Property Insured** at the time of the **Damage** or the amount of the **Damage** or at the **Company’s** option **Reinstate** or replace such **Property Insured** or any part thereof.

Provided that the liability of the **Company** during any **Period of Insurance** shall in no case exceed, in respect of each Item, the relevant **Sum Insured** in the **Schedule** or any Extension Limit below.

Extensions Applicable to Section 1 (Material Damage ‘All Risks’)

1. Adaptation Clause (Energy Performance and Sustainable Buildings and Debris Recycling)

The insurance in respect of **Buildings** extends to include:

- a. the additional cost of **Reinstatement** incurred with the **Company’s** prior written consent to comply with the recommendations made under any current Energy Performance Certificate in respect of the lost, destroyed or damaged **Property Insured**;
- b. additional cost of **Reinstatement** incurred with the **Company’s** prior written consent to **Reinstate** the **Damage** to a standard above the minimum required under the prevailing European Community or building or other regulations under or framed in pursuance of any Act of Parliament or Byelaws of any public authority where such standard would otherwise result in a recommendation for improvement to be made in a subsequent Energy Performance Certificate assessment;
- c. the reasonable additional cost of **Reinstatement** incurred with the **Company’s** prior written consent arising from the use of alternative materials or sources of materials in accordance with the principles of the BRE Environmental and Sustainability Standard.

Provided always that:

- i. the **Company** shall not be liable for any undamaged portions of the **Property Insured**;
- ii. the **Company** shall not be liable for 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 the works funded by the application of this clause;
- iii. the **Company** shall not be liable for the cost incurred in complying with prevailing European Community or building or other regulations under or framed in pursuance of any Act of Parliament or Byelaws of any public authority under which notice has been served upon the **Insured** prior to the happening of the **Damage**;
- iv. if the liability of the **Company** under any item of this Section other than this clause shall be reduced by the application of any of the terms and conditions of this Section then the liability of the **Company** under this clause in respect of any such item shall be reduced in like proportion; and
- v. the **Company’s** liability under this clause in respect of any one occurrence and in total in any one **Period of Insurance** shall not exceed €50,000.

2. Annexes

Unless more specifically insured the following are included in respect of the **Buildings** to which such property is attached or belongs:

- a. external fire escapes, hoists, gangways, external clocks, fences, walls, gates, and staircases and water tanks;
 - b. external trunks, conveyors, shafting, belting, ropes, cables, service pipes, and similar equipment including all supporting structures and all such property in the adjoining yards, roadways, or underground;
 - c. small outside **Buildings** and their **Contents**, conveniences, yards, car parks, service roads, loading bays, street furniture, the **Buildings** and **Contents** of extensions to, and communicating with, any of the above-described **Buildings**, oil and fuel tanks, and **Ancillary Equipment** and the **Contents** thereof;
- all which are the property of the **Insured** or for which they are responsible.

3. Branded Goods

In the event of a claim for **Damage** to the **Property Insured** any salvage of branded goods, and/or merchandise either in the **Insured’s** own possession or held by them in trust or on commission, and/or goods sold but not delivered shall not be disposed of by sale without the consent of the **Insured**. If such salvage is not disposed of by sale, then the claim will be assessed at the value agreed between the **Insured** and the **Company** and taken into consideration at the settlement of the loss.

4. Capital Additions

The **Company** agrees to include:

Any newly acquired and/or newly erected **Buildings** and **Machinery/Plant** including improvements and extensions, insofar as they are not otherwise insured anywhere in the **Geographical Limits**.

Provided that:

- a. the liability of the **Company** in respect of **Property Insured** at any one location shall not exceed the inner **Limit of Indemnity**; as stated below,
- b. the **Insured** undertake to give to the **Company** full particulars of any such **Buildings** and **Machinery/Plant** subject to cover under this Extension within 30 days of acquiring the interest in such property, and to effect specific insurance thereon retrospective to the date of the commencement of the **Insured's** liability; and
- c. the **Company** shall be entitled to charge an appropriate additional premium pro rata from the date of newly acquired and/or newly erected **Buildings** and **Machinery/Plant** including improvements and extensions, and these may vary the terms of the **Policy**.

The limit applicable under this Extension is 10% of the Sum Insured hereby, or €250,000, whichever is the less.

5. Changing Locks and Keys

The **Company** agrees to include costs incurred as a result of the necessary replacement of locks and keys following the loss of keys by theft from the **Premises** or from the homes of principals, directors, or authorised **Employees**, or by unauthorised duplication of keys, provided that if such keys relate to a safe or strong room no payment shall be made if they are left on the **Premises** overnight.

6. Claim Preparation Costs

The insurance by Sections 1 & 2 of this **Policy** extends to include an amount for the reasonable and supportable costs incurred by the **Insured** (including utilising by the **Insured** of external consultants) for the preparation, presentation, certification and/or verification of a specified claim resulting from a loss insured under by this **Policy** provided that the liability of the **Company** under this clause shall not exceed €10,000 in respect of any one claim or series of claims arising from a single occurrence and is expressly deemed to be in addition to the sum insured or limit of liability.

For the purpose of this extension a specified claim shall mean any **Property** and/or **Business Interruption** claim in excess of €50,000

7. Clearing of Drains

The **Company** agrees to cover expenses necessarily incurred in clearing, cleaning, or repairing drains, gutters, sewers, and the like for which the **Insured** is responsible as a result of **Damage** to the **Property Insured**.

8. Contract Price

In respect of **Damage** to goods sold under a sale contract but not delivered, for which the **Insured** is responsible, which contract is cancelled by reason of the condition of the goods, the liability of the **Company** shall be based on the contract price.

9. Customers' Goods

The **Insured** having accepted responsibility for **Damage** to customers' property or for which the customers may be legally responsible, it is agreed that all such goods shall be insured by the Item as shown in The **Schedule** covering **Stock** except insofar as they shall be more specifically insured.

10. Debris Removal

It is understood that the insurance by all Items of this Section extends to include costs and expenses necessarily incurred by the **Insured** with the consent of the **Company** in:

- a. removing debris;
- b. dismantling and/or demolishing; or
- c. shoring up or propping;

of the portion or portions of the **Property Insured** by the said items **Damaged** by any **Defined Peril** hereby insured against. The liability of the **Company** under this Extension and the Section in respect of any item shall in no case exceed the **Sum Insured** thereby.

The **Company** will not pay for any costs or expenses incurred;

- i. in removing debris except from the site of such **Damaged Property Insured** and the area immediately adjacent to such site; or
- ii. arising from pollution or contamination of property not insured by this Section.

11. Emergency Services

The indemnity granted by this **Policy** is extended to include fire brigade and other emergency services charges necessarily incurred by the **Insured** for the attendance of the fire brigade service and other emergency services in the event of **Damage** as insured herein.

The limit applicable under this Extension is €25,000 each and every claim unless otherwise stated in the Schedule.

12. Emergency security costs following damage

The insurance in respect of Section 1 is extended to include the reasonable and necessary costs incurred by the **Insured** in respect of;

- a. temporary boarding up or making good necessary to keep the **Premises** secure; and
- b. the provision of security guards until the **Premises** are made secure following and as a direct result of **Damage**.
The **Company's** liability under this extension in respect of any one occurrence and in total in any one **Period of Insurance** shall not exceed €25,000.

13. European Community and Public Authorities

This **Policy** extends to include such additional cost of **Reinstatement** as may be incurred to comply with European Union legislation or Building or other Regulations under any Act of the Oireachtas or Bye-Laws of any public authority in respect of the **Damaged Property Insured** excluding:

- a.
 - i. **Damage** occurring prior to the inception date of this **Policy**;
 - ii. **Damage** not insured by this Section;
 - iii. **Reinstatement** required pursuant to any notice that has been served upon the **Insured** prior to the happening of the **Damage**;
 - iv. **Reinstatement** required pursuant to an existing requirement which has to be implemented within a given period;
 - v. any **Property Insured** that is entirely undamaged;
- b. the additional cost that would have been required to make good the **Property Insured** to a condition equal to its condition when new had the necessity to comply with the Legislation or Regulations not arisen;
- c. the amount of any charge or assessment arising out of capital appreciation which may be payable in respect of the **Property Insured** or by the owner thereof by reason of compliance.

Provided that:

- i. the work of **Reinstatement** must be commenced and carried out without unreasonable delay and in any case must be completed within twelve months after the **Damage** or within such further time as the **Company** may in writing allow during the said twelve months, and may be carried out upon another site if the Legislation or Regulations so necessitate, subject to the liability of the **Company** under this Extension not being increased;
- ii. if the liability of the **Company** under any Item in the **Schedule** shall be reduced by the application of any of the terms and conditions of this Section then the liability of the **Company** under this Extension shall be reduced in like proportion;
- iii. the total amount recoverable under any Item as shown in the **Schedule** shall not exceed the relevant **Limit of Indemnity**.

14. Exhibitions

The insurance provided by Section 1 extends to include **Damage** to;

- a. **Property Insured**;
 - b. exhibits, stands, furniture, furnishings, display materials, office equipment, stationery and other similar property owned by the **Insured** or held by the **Insured** or for which the **Insured** is responsible;
- whilst at a trade fair or exhibition in which the **Insured** is participating and during inland transit by road vehicle (including loading and unloading) to or from the trade fair or exhibition.

Provided always that:

- i. the trade fair or exhibition is within the **Geographical Limits**
- ii. the liability of the **Company** shall not exceed €10,000 for any one **Event** and in any one **Period of Insurance**; and
- iii. the **Company** shall not be liable for **Damage** caused by theft not involving entry to or exit from the exhibition premises by forcible and violent means unless the exhibition site is protected by permanently sited security guards.

15. Fire Extinguishment Expenses

The **Company** agrees to include:

- a. the cost of replacing or replenishing extinguishment materials necessarily and reasonably expended by the **Insured**, their **Employees**, or the Fire Brigade in attempts to extinguish or minimise **Damage** by fire;
- b. the cost of extinguishment expenses for which the **Insured** may be assessed in the event of **Damage**;
- c. **Damage** by the Fire Brigade to landscaping at the **Premises** as a result of the Fire Brigade's attempts to extinguish or minimise **Damage** by fire;

d. the costs incurred with the prior written consent of the **Company** in resetting or reconfiguring alarm or CCTV systems at the **Premises** following an **Insured Event**; during or following **Damage** by fire at the **Premises**, but only to the extent that such expenses are not otherwise recoverable.
The limit applicable under this Extension is €25,000 each and every claim.

16. Fly Tipping

The **Company** shall pay the costs necessarily and reasonably incurred by the **Insured** for clearing and removing any property illegally deposited at the **Premises**, for an amount not exceeding €5,000 any one claim, and €10,000 in the aggregate during any one **Period of Insurance**.

17. Glass

The **Company** agrees to include breakage of sanitary fixtures and fittings, mirrors, signs, fixed plain, plate, or sheet glass, including wired or armoured glass, including the cost of boarding-up, temporary repairs, and removal of debris, and obstructions but excluding **Damage**:

- a. to glasshouse conservatories, or cold frames;
- b. not extending through the glass's entire thickness;
- c. to any glass flawed or broken at the commencement of this **Policy**;
- d. due to dilapidation of frames, or framework.

18. Inadvertent Omissions

The **Insured** having intended to insure all **Property Insured** within the **Geographical Limits** in which the **Insured** is interested and it being the **Insured's** belief that all such property is insured, if hereafter any such **Property Insured** shall be found to have been inadvertently omitted the **Company** will deem it to be insured within the terms of this Section subject to payment of an additional premium on all such property as from the commencement of the **Period of Insurance** or from the date of the **Insured's** interest in such property if erected or purchased after the commencement of the **Period of Insurance**

Provided that:

- a. the limit under this Extension shall for the purpose of the Average Condition be added to the combined total of the sum of the Declared Value for **Buildings** and **Contents** and the Limit of Liability for all other **Property Insured**;
- b. the insurance under this Extension shall not apply to **Property Insured** situate outside the **Geographical Limits**;
- c. within 30 days of discovering an omission that same is reported in writing to the **Company**; and
- d. the **Insured** at twelve monthly intervals performs a review to check that effective insurance is in place.

The limit applicable under this Extension is €500,000 any one location.

19. Internal Transfers

The **Company** agrees to include any property transferred between the **Premises** described in any Item anywhere within the **Geographical Limits** including **Transit** by road, rail, air, and inland waterway, but excluding loading and unloading between the **Premises**, subject to the Inner **Limit of Indemnity** stated in the **Schedule**.

20. Involuntary Betterment

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

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

Provided that the **Company** shall:

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

The limit applicable under this Extension is €50,000 for each and every claim.

21. Landscaping

This insurance extends to include the reasonable cost of replanting trees, shrubs, plants and turf used as landscaping at the **Premises** in consequence of **Damage** caused by the **Defined Perils** of fire, lightning, explosion, aircraft or other aerial devices or articles falling there from, being the cost incurred in restoring any such item of landscaping to its appearance when first planted, but excluding any cost arising from the failure of these items to germinate or become established.

The limit applicable under this Extension is €25,000 for each and every claim.

22. Leased or Rented Premises

If during the **Period of Insurance** any **Premises** leased or rented by, or to, the **Insured** anywhere within the **Geographical Limits** sustains **Damage**, where separate insurances are placed elsewhere in respect of such **Premises** under lease agreements or otherwise, the **Company** will indemnify the **Insured** in respect of the difference between the amounts recoverable under such other insurance and the amounts which would be payable under this **Policy**.

Further this **Policy** extends to include any difference in conditions between such other insurances and those contained within this **Policy**.

23. Metered Charges

The **Company** agrees to include the costs for which the **Insured** is responsible in respect of metered electricity, gas, oil or water charges following accidental discharge from a metered system as a result of **Damage** insured by this Section except those in respect of any loss which remains undiscovered with no remedial action taken within 30 days of occurrence of the **Damage**.

The limit applicable under this Extension is €10,000 for each and every claim.

24. Mortgagee

The interest of a mortgagee in this insurance shall not be prejudiced by any act or neglect of the mortgagor or occupier of any **Building** hereby insured whereby the risk of **Damage** is increased without the authority or knowledge of the mortgagee, provided that the mortgagee, immediately on becoming aware thereof shall give notice to the **Company** and pay an additional premium if required.

25. Motor Vehicles

Permission is given for motor vehicles in connection with the **Insured's Business** to be housed as required in any of the above-described **Buildings**. Motor vehicles and their **Contents** and accessories more specifically insured are excluded from the insurance by this Section except in respect of any amount over and above that recoverable under such specific insurance.

Unless specifically mentioned in the Schedule, the liability of the Company in respect of vehicles licensed for road use and accessories thereon is limited to €32,000 or 10% of the aggregate Sum Insured on Contents and Stock whichever is the less.

26. Non-invalidation

If the risk of **Damage** is increased by any act or omission, or by any alteration, that occurs without the **Insured's** knowledge, such increase will not invalidate this insurance, provided that the **Insured** immediately on such act, omission or alteration coming to their knowledge, gives notice thereof to the **Company** and pays such extra premium as the **Company** may require.

27. Professional Fees

The insurance by each item of the **Schedule** for **Buildings** includes an amount in respect of architects', surveyors', engineers' and consultant's legal and other fees necessarily and specifically incurred in the **Reinstatement** of the **Property Insured** as a result of its **Damage** but not for preparing any claim and not exceeding the **Sum Insured** for such item or any lower Limit stated within the **Schedule**.

28. Re-Erection of Plant and Machinery

The insurance on plant and/or machinery includes the cost of re-erecting, fitting and fixing same consequent upon **Damage** by any of the **Defined Perils**. The liability of the **Company** under this Extension and the Section in respect of any item shall in no case exceed the **Sum Insured** thereby.

29. Day One Basis Reinstatement (*Applicable only where specified in the Schedule*)

- A. Subject to the following Special Conditions, the basis upon which the amount payable in respect of **Property Insured** by the above items is to be calculated, shall be the **Reinstatement** of the property **Damaged**.
- 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 Extension 29A above, at the level of costs applying at the inception of the **Period of Insurance** (ignoring inflationary factors which may operate subsequently) together with, in so far as the insurance by the item provides, due allowance for:

- a) the cost of **Reinstatement** to comply with Public Authorities requirements
- b) **Professional Fees**
- c) **Debris Removal Costs**.

Special Conditions

- a) At the inception of each **Period of Insurance** the **Insured** shall notify the **Company** 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**.
- b) 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 Extension 29B above) at the inception of the **Period of Insurance**, then the **Company's** liability for the **Damage** shall not exceed that proportion thereof which the Declared Value bears to such cost of **Reinstatement**.
- c) The liability of the **Company** 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.
- d) No payment beyond the amount which would have been payable in the absence of Extension 29 shall be made:
 - i) unless **Reinstatement** commences and proceeds without unreasonable delay;
 - ii) until the cost of **Reinstatement** shall have been actually incurred;
 - iii) 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**.
- e) All the terms, Definitions, Exceptions, Extensions and Conditions of this Section shall apply:
 - i) in respect of any claim payable under the provisions of Extension 29, except in so far as they are varied hereby;
 - ii) where claims are payable as if Extension 29 had not been incorporated, except that the Sum(s) **Insured** shall be limited to 100% of the Declared Value(s).

30. Salvage

The **Insured** shall have full right to the possession of all goods involved in any **Damage** and shall retain control and, exercising reasonable discretion, shall be the sole judge as to whether the goods involved in any **Damage** are fit for use. No goods so deemed by the **Insured** to be unfit for use shall be sold or otherwise disposed of except by the **Insured** or with the **Insured's** consent; however, the **Insured** shall allow the **Company** any salvage obtained on any sale or other disposition of such goods. In the event the **Insured** elects to stamp "salvage" on the merchandise or its containers or removes or obliterates the labels or brands they shall do so at their own expense.

31. Seasonal Increase

During the month of December, the first 7 days of January and for a period of 3 days preceding and including Public Holidays, the **Sums Insured** in respect of Wines and Spirits, Tobacco, Cigars, Cigarettes and All Other **Stock** are increased by 10%.

32. Stock Basis of Settlement

The basis upon which the amount payable in respect of **Stock** is to be calculated as follows:

- a. material in trade, supplies, and other merchandise not manufactured by the **Insured** shall be the replacement cost;
- b. **Stock** which forms part of work in progress shall be the value of raw materials and labour plus the appropriate proportion of overhead charges;
- c. finished **Stock** shall be the regular cash selling price less all discounts and charges to which such finished **Stock** would have been subject had no loss occurred.

33. Subrogation Waiver

In the event of a claim arising under this Section, the **Company** 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 1963 or Companies (N.I.) Order 1986, as appropriate, current at the time of the **Damage**;
- b. any company which is a Subsidiary of a Parent **Company** of which the **Insured** is itself a Subsidiary, in each case within the meaning of the Companies Act 1963 or Companies (N.I.) Order 1986, as appropriate, current at the time of **Damage**.

34. Subsidence

Where this peril is not specifically excluded, the **Company** shall indemnify the **Insured** under Sections 1 and 2 against any loss caused by or consisting of subsidence, ground heave or landslip. The cover afforded herein shall not extend to cover:

- a. yards, carparks, roads, pavements, walls, gates and fences unless a **Building** at the **Premises** insured hereby is also **Damaged** thereby;
- b. loss or **Damage** 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;
 - v. fire subterranean fire explosion earthquake or the escape of water from any tank apparatus or pipe;

- c. **Damage** which originated prior to the inception of this **Policy**;
- d. Loss or **Damage** caused by:
 - i. demolition construction structural alteration or repair of any property; or
 - ii. groundworks or excavation at the **Premises**.

Notwithstanding anything contained herein to the contrary, the Excess applicable to the perils of subsidence, ground heave or landslip shall be €1,000 each and every claim.

35. Temporary Removal

The **Property Insured** under this Section, other than **Stock**, is covered whilst temporarily removed for cleaning, renovation, repair, or other similar purposes to another part of the **Premises**, or to any other **Premises** within the **Geographical Limits** including whilst in **Transit**.

The amount recoverable in respect of each Item shall not exceed 10% of the Sum Insured or €100,000 whichever is the less.

This Extension does not apply to:

- a. motor vehicles and motor chassis licensed for normal road use; or
- b. property held by the **Insured** in trust, other than **Machinery/Plant**.

36. Temporary Removal (Documents)

The **Company** agrees to cover deeds and other documents, including stamps thereon, manuscripts, plans, and writings of every description, books, written and printed, and computer systems records; for an amount not exceeding 10% of their value or €100,000 whichever is the less whilst temporarily removed to any **Premises** not in the **Insured's** occupation within the **Geographical Limits** and whilst in **Transit**.

37. Temporary Repairs and Expediting Costs

The **Company** will pay for costs necessarily and reasonably incurred in the making of temporary repairs upon, or the expediting of the repair **Reinstatement** or replacement of, **Property Insured** consequent upon **Damage** insured by this Section.

The maximum the Company will pay under this Extension is €25,000 any one occurrence

38. Theft Damage to Buildings

The **Company** agrees to include **Damage** sustained to any **Buildings** leased or rented to the **Insured** and where the **Damage** has arisen as a result of theft, or attempted theft, involving entry to, or exit from, the **Premises** by violent and forcible means.

39. Trace and Access

The **Company** agrees to include costs necessarily incurred in locating the source of any escape of:

- a. water from any fixed water services or heating installation;
- b. fuel oil used for domestic purpose only;

including subsequent making good of **Damage** caused as a consequence.

The limit applicable under this Extension is €25,000 each and every claim.

40. Undamaged Stock

The **Company** agrees to include any loss incurred less the amount of any salvage monies obtained in the event of undamaged **Stock** being rendered unusable for any reason whatsoever resulting solely from **Damage**.

41. Workmen's Clause

Workmen may be employed for the purpose of minor extensions, or alterations, installations, maintenance, and the like without prejudice to this Section

Section 2 – Business Interruption

Insuring Clause

In the event that any **Building** or other property, used in connection with the **Business**, has suffered **Damage** during the **Period of Insurance** and as a result the **Business** carried on by the **Insured** is interrupted or interfered with, the **Company** will pay to the **Insured** in respect of each Item as stated in the **Schedule** the amount of loss resulting from such interruption or interference as calculated in accordance with the Basis of Cover Applicable to Section 2 in the **Schedule**.

Provided that:

1. at the time of the **Damage** there shall be in force an insurance policy covering the **Premises** against such **Damage** (whether with the **Company** or not), and liability shall have been admitted by the relevant insurer, including any amount below the **Excess**;
2. the liability of the **Company** under this Section shall not exceed:
 - i. the aggregate **Limit of Indemnity** as stated in the **Schedule**;
 - ii. the relevant **Limit of Indemnity** remaining after deduction for any other interruption or interference occurring during the **Period of Insurance**, unless the **Company** shall have agreed to reinstate the **Limit of Indemnity**.

Cover Options Available Under Section 2 (Business Interruption)

(NOTE: These covers apply ONLY if specified in the Schedule)

1. Gross Profit including Increase in Cost of Working – Declaration Linked Basis

Cover under this item is limited to loss of **Gross Profit** due to reduction in **Turnover** and increase in cost of working and the amount payable shall be calculated as follows:

- a. in respect of reduction in **Turnover**, the sum produced by applying the **Rate of Gross Profit** to the amount by which the **Turnover** during the **Indemnity Period** shall, as a result of the **Incident**, fall short of the **Standard Turnover**;
Rate of Gross Profit and **Standard Turnover** shall be adjusted 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**, which would have affected the **Business** had the **Incident** not occurred so that the figures thus adjusted 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**;
- b. in respect of the increase in cost of working, the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in **Turnover** that, but for that expenditure, would have taken place during the **Indemnity Period** as a result of the **Incident**, but not exceeding the sum produced by applying the **Rate of Gross Profit** to the amount of the reduction thereby avoided, subject to the Uninsured Standing Charges Condition;

less any sums saved during the **Indemnity Period** in respect of the charges and expenses of the **Business** payable out of **Gross Profit** that are not incurred or are reduced as a result of the **Incident**.

The liability of the **Company** shall not exceed in respect of:

- i. **Gross Profit** 133.33% of the **Estimated Gross Profit** stated in the **Schedule**, and
- ii. all other items 100% of the **Limit of Indemnity**.

2. Gross Revenue – Declaration Linked Basis

Cover under this item is limited to (a) loss of **Gross Revenue** and (b) increase in cost of working, and the amount payable as indemnity shall be:

- a. in respect of loss of **Gross Revenue**: the amount by which the **Gross Revenue** during the **Indemnity Period** shall in consequence of the **Damage**, fall short of the **Standard Gross Revenue**;
- b. in respect of increase in cost of working: the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the Reduction in **Gross Revenue** which, but for that expenditure, would have taken place during the **Indemnity Period** in consequence of the **Damage**, but not exceeding the amount of the reduction in **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 **Damage**.

The liability of the **Company** shall not exceed in respect of:

- i. **Gross Revenue** 133.33% of the **Estimated Gross Revenue** stated in the **Schedule**, and
- ii. all other items 100% of the **Limit of Indemnity**.

3. Additional Increase in Cost of Working

Cover under this item is limited to such further additional expenditure beyond that recoverable under clause (b) of Item No 1 on **Gross Profit** as the **Insured** shall necessarily and reasonably incur during the **Indemnity Period** as a result of the **Incident** for the purpose of avoiding or diminishing the reduction in **Turnover**.

4. Outstanding Debit Balances/Book Debts

Cover under this item is limited to loss sustained by the **Insured** in respect of **Outstanding Debit Balances** due directly to the **Incident** and the amount payable in respect of any one occurrence shall not exceed:

- a. the difference between:
 - i. the **Outstanding Debit Balances**; and
 - ii. the total of the amounts received or traced in respect thereof;
- b. the additional expenditure incurred with the previous consent of the **Company** in tracing and establishing customers' debit balances after the **Incident**.

Provided that if the **Limit of Indemnity** is less than the **Outstanding Debit Balances** the amount payable shall be proportionately reduced.

Further, it is a condition to the cover under this item that:

- i. the **Insured's** books of account or other business books or records in which customers' accounts are shown shall be kept in a fireproof cabinet or the like; and
- ii. any accounting or other business records in which customer accounts are shown that are stored on **Computer Equipment** are 'backed up' weekly and stored off-site.

5. Fines and damages

Cover under this item is limited to fines or damages for breach of contract and the amount payable shall be such sums as the **Insured** shall be legally liable to pay and shall pay in discharge of fines or damages incurred solely as a result of the **Incident** for non-completion or late completion of orders.

6. Loss of Rent

Cover under this item is limited to loss of **Rent Receivable** and additional expenditure, and the amount payable shall be:

- a. in respect of loss of **Rent Receivable**, the amount by which the **Rent Receivable** during the **Indemnity Period** shall as a result of the **Incident** fall short of the standard **Rent Receivable**;
- b. in respect of additional expenditure: the amount necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the loss of **Rent Receivable** which would have been due during the **Indemnity Period** as a result of the **Incident** but not exceeding the amount of the reduction thereby avoided;

less any amount saved during the **Indemnity Period** in respect of expenses and charges not incurred as a result of the **Incident**.

Provided that if the **Limit of Indemnity** is less than the annual **Rent Receivable**, or a proportionately increased multiple thereof where the **Maximum Indemnity Period** exceeds twelve months, the amount payable shall be proportionately reduced.

Extensions Applicable Under Section 2 (Business Interruption)

1. Public Utilities

A. Failure of Supply - land based premises

Direct physical accidental loss of destruction of or **Damage** to the land-based premises of any public supply undertaking from which the **Insured** obtains electricity, gas water or telecommunications.

The limit under this extension is €250,000 or 25% of the item sum insured, whichever is less.

B. Failure of Supply – to terminal ends

The accidental failure of:

- a. the supply of electricity at the terminal ends of the supplier's feeders at the **Premises**;
- b. the supply of gas at the supplier's meters at the **Premises**;
- c. the supply of water at the supplier's main stop cock serving the **Premises**;
- d. the supply of telecommunications services, other than satellite services, at the incoming line terminals or receivers at the **Premises**

excluding any failure:

- i. for a duration of four hours or less in respect of electricity, gas or water;
- ii. for a duration of twenty-four hours or less in respect of telecommunications;
- iii. caused by the deliberate act of any supplier by any such supplier utilising its power to withhold or restrict supply or services not for the purpose of safeguarding life or protecting the supplier's system;
- iv. caused by strikes or any labour or trade dispute;
- v. caused by drought;
- vi. caused by atmospheric or weather conditions, but this shall not exclude failure due to **Damage** to equipment caused by such conditions.

The limit under this extension is €100,000 or 25% of the item Sum Insured, whichever is less.

2. Prevention of Access

Damage to property within 1 kilometre of the **Premises** which shall prevent or hinder the use of the **Premises** or access thereto, but excluding **Damage** to property of any supplier 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 limit under this extension is €250,000 or 25% of the item sum insured, whichever is less.

3. Prevention of Access Non-Damage

For the purpose of this extension, the meaning of the word **Incident** shall extend to include any action of the police or statutory authority which shall prevent or hinder the use of the premises or access or exit thereto in consequence of;

- a. a gas leak;
- b. a bomb hoax; or
- c. the detonation of munitions of war or parts thereof; within 500 metres of the premises.

The limit under this extension is €50,000 in respect of any one occurrence and in total in any one Period of Insurance. Cover under this extension will not apply for the first 24 hours after the notification of the incident.

4. Loss of Attraction

Damage to **Buildings** or other property in the immediate vicinity of the **Premises** which would have such an effect on the **Business** carried on at the **Premises** that:

- a. an agreement to lease the **Premises** or any part of the **Premises** in the course of negotiation or review is avoided or amended and the **Rent Receivable** is reduced; or
- b. the turnover of any lessees' **Business** is affected and **Rent Receivable** is reduced; subject to the liability of the **Company**.

The limit under this extension is €100,000 or 20% of the item Sum Insured, whichever is less, for all losses or series of losses arising directly from the same originating cause. For the purposes of this extension vicinity shall mean within 500 metres of the premises of the Insureds.

5. Murder or Suicide

Loss resulting from interruption of or interference with the **Business** in consequence of any occurrence of murder or suicide at the **Premises**.

The limit under this extension is €50,000 in respect of any one occurrence and in total in any one Period of Insurance.

6. Property Stored

The **Property Insured** whilst stored anywhere other than at the **Premises** occupied by the **Insured**.

The limit under this extension is €250,000 or 25% of the item sum insured, whichever is less.

7. Professional Insured – Documents

Documents belonging to, or held in trust by, the **Insured**, whilst temporarily at **Premises** not in the occupation of the **Insured**, or whilst in **Transit**.

The limit under this extension is €250,000 or 25% of the item sum insured, whichever is less.

8. Contract Sites

Premises not in the occupation of the **Insured** where the **Insured** is carrying out the contracts for the supply of goods or services

The limit under this extension is €250,000 or 25% of the item sum insured, whichever is less.

9. Additional Rental Charge

The insurance provided by Section 2 extends to include the additional lease or hire charges arising out of the replacement of a lease or hire agreement in respect of property by a new agreement for similar equipment in consequence of an **Incident**.

The limit under this extension is €25,000.

Optional Extensions Available Under Section 2 (Business Interruption)

1. Specified Customers

Property of the customer(s) listed in the **Schedule**.

2. Specified Suppliers

Property of the supplier(s) detailed in the **Schedule**.

3. Loss of Licence (Hotel, Public House, or other such licenced Premises)

If during any **Period of Insurance** renewal of the **Licence** for the sale and supply of alcohol shall be refused or the **Licence** shall be forfeited the **Company** will, subject to the Terms, Definitions, Exclusions and Conditions contained herein or endorsed hereon indemnify the **Insured** against loss sustained by the **Insured** in respect of:

- a. the depreciation in the value of the Interest in the **Premises** for which the **Licence** has been forfeited or renewal refused by reasons of such loss of the **Licence** and calculated by reference to prices current at the date of such forfeiture or non-renewal; or
- b. costs and expenses incurred by the **Insured** with the written consent of the **Company** for any appeal against such **Loss of Licence**

The liability of the Company in respect of the Premises shall not exceed €150,000.

| |
|---|
| PROVISO 1 IN THE INSURING CLAUSE TO SECTION 2 SHALL NOT APPLY TO THE ABOVE EXTENSIONS |
|---|

Clauses applicable to Section 2 (Business Interruption)

1. Accumulated Stocks Clause

In adjusting any loss, account shall be taken and an equitable allowance made, if any shortage in **Turnover** due to the **Damage** is postponed by reason of the **Turnover** being temporarily maintained from accumulated stocks of finished goods on the **Insured's Premises**.

2. Departmental Clause

If the **Business** is conducted in departments, the independent trading results of which are ascertainable, the basis of settlement clauses for **Gross Profit** and **Gross Revenue** shall apply separately to each department affected by the **Incident**.

3. Payment on Account

Payments on account may be made to the **Insured** during the **Indemnity Period**, at the discretion of the **Company**, but in no case shall any payment exceed the **Company's** liability – the limits of which are outlined in the **Schedule**.

4. Salvage Sale Clause

If, following **Damage** giving rise to a claim under this **Policy**, the **Insured** shall hold a salvage sale during the **Indemnity Period**, item (a) under **Gross Profit** shall, for the purpose of such claim, read as follows:

- a. In respect of Reduction in **Turnover**: the sum produced by applying the **Rate of Gross Profit** to the amount by which the **Turnover** during the **Indemnity Period** (less the **Turnover** for the period of the salvage sale) shall, in consequence of the **Damage**, fall short of the **Standard Turnover**, from which such shall be deducted the **Gross Profit** actually earned during the period of the salvage sale.

5. Subrogation Waiver

In the event of a claim arising under this Section, the **Company** 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 Holding and/or Higher to Subsidiary (or Subsidiary to Holding and/or Higher) to the **Insured** as defined in the Companies Act 2014, as appropriate, current at the time of the **Damage**;
- b. any company which is a Subsidiary of a Holding and/or Higher **Company** of which the **Insured** is itself a Subsidiary, in each case within the meaning of the Companies Act 2014, as appropriate, current at the time of **Damage**.

Section 3 – Money

Insuring Clause

In the event of any **Money** belonging to the **Insured** or for which the **Insured** is responsible being lost, destroyed or **Damaged** within the **Geographical Limits** by any cause the **Company** will indemnify the **Insured** in respect of such loss as follows:

| | |
|---|------------------------|
| Money on the Premises during Business Hours , in Transit or in a bank night safe | As per Schedule |
| On the Premises in a locked safe outside of Business Hours | As per schedule |
| On the Premises NOT in a locked safe outside of Business Hours | €500 |
| In the home of a Director or an Employee | €500 |
| Non-Negotiable Monies | €325,000 |

In addition the **Company** shall indemnify the **Insured** in respect of:

- a. any financial loss sustained by the **Insured** arising out of the fraudulent use of any credit, bankers, or account cards, or cheques, or cash issued to and used by the **Insured**, provided that:
 - i. the **Insured** shall comply with the provisions, conditions and other terms under which such cards shall have been issued, and
 - ii. the liability of the **Company** shall not exceed €1,000 under this Extension;
- b. the cost of repair or replacement following loss, destruction or **Damage** to:
 - i. safes, strong rooms, or franking machines;
 - ii. bags cases or waistcoats used for the carriage of **Money**.

Extension Applicable to Section 3 (Money)

Personal Accident Assault

In the event of **Assault Injury** to an **Insured Person** directly due to theft, or attempted theft, the **Company** will pay to the **Insured Person** compensation in accordance with benefits as follows:

| | |
|--|-----------------------------------|
| 1. Death: | €12,700 |
| 2. Loss of Limb (one or more): | €12,700 |
| 3. Loss of Sight: | €12,700 |
| 4. Permanent Total Disablement | €12,700 |
| 5. Temporary Total Disablement | €100 per week for up to 104 weeks |
| 6. Trauma Counselling | €2,500 |
| 7. Damage to clothing and personal effects: | €750 |

It is a condition of this cover that:

- a. i. compensation shall not be payable under more than one of the benefits 1, 2, 3 & 4 in connection with the same accident;
- ii. **Permanent Total Disablement** shall have lasted 104 weeks before Benefit 4 becomes payable;
- iii. no sum payable under this Section shall carry interest;
- iv. no benefit shall be payable due solely to inability to take part in sports or pastimes.
- b. any certificates, information, and evidence required by the **Company** shall be furnished free of expense in the form described by the **Company**. The **Insured Person** shall as often as required submit to medical examination on behalf of, and at the expense of, the **Company** in connection with any claim.

Section 4 – Computer Equipment ‘All Risks’

Insuring Clause

This Section shall cover, in accordance with the **Indemnity Agreement**, **Damage** to any of the **Property Insured** for which a **Limit of Indemnity** is stated in the **Schedule**. The **Company** will pay to the **Insured** the values of such property at the time of the **Damage** or the amount of the **Damage** or at the **Company’s** option reinstate or replace such **Property Insured** or any part thereof.

Provided that the liability of the **Company** during any **Period of Insurance** shall in no case exceed, in respect of each Item, either the **Sum Insured** in the **Schedule** or the Total **Sum Insured** as stated in the **Schedule**.

Extensions Applicable to Section 4 (Computer Equipment)

The cover provided by this Section shall extend to include the following subject to the liability of the **Company** not exceeding the relevant sub-limit stated below in respect of any one claim or claims arising from an **Event**

1. Accidental Discharge of Gas Flooding Systems

Where such gas flooding systems conform to the requirements of health and safety legislation, the **Company** will pay for the cost of refilling the cylinder(s) of any gas flooding systems installed solely for the protection of the **Property Insured** arising out of the accidental discharge of such.

The maximum the Company will pay under this Extension is €25,000 any one occurrence.

2. Additional Property

The **Company** agrees to include any newly acquired **Computer Equipment** insofar as it is not otherwise insured anywhere in the **Geographical Limits** provided that:

- a. the liability of the **Company** in respect of **Property Insured** at any one location shall not exceed the Inner **Limit of Indemnity** shown in the **Schedule**;
- b. the **Insured** undertake to give to the **Company** full particulars of any **Computer Equipment** subject to cover under this Extension within 30 days of cover attaching, and to effect specific insurance thereon retrospective to the date of the commencement of the **Insured’s** liability;
- c. following advice of any additional insurance the provisions of this Extension are fully reinstated.

The maximum the Company will pay under this Extension is €25,000 any one occurrence.

3. Additional Rental

In the event of **Damage** insured by this Section to **Property Insured** requiring replacement of a lease/hire agreement by a new contract for similar property, the **Company** undertakes to pay any additional rental charges reasonably incurred. **The maximum the Company will pay under this Extension is €25,000 any one occurrence.**

4. Automatic Reinstatement

The amounts stated in this Section as **Limits of Indemnity** will be automatically reinstated from the date of occurrence of any claim, at additional premium to be agreed between the **Company** and the **Insured**.

The maximum the Company will pay under this Extension is €25,000 any one occurrence.

5. Breakdown or Derangement

The cover provided by this Section shall extend to include **Damage** to any item of **Computer Equipment** resulting from the actual breaking, failing, distortion or electrical burnout of any part whilst in ordinary everyday use arising from defects in the **Computer Equipment** causing sudden stoppage of its function and requiring its repair or replacement before it can continue to perform its function.

The limit applicable under this Extension is €25,000 each and every claim, except where at the time of breakdown, the equipment is the subject of a maintenance, rental, hire or lease agreement which must provide a minimum service of on-call remedial and/or corrective maintenance, including free parts and labour at inclusive cost, in which case cover applies up to the limit specified in the Schedule.

6. Consulting Engineers’ Fees / Repair Investigation Costs

The **Company** will pay said fees/costs incurred with the consent of the **Company** in conducting investigations and/or tests into possible repair, **Reinstatement** (whether or not successful) or replacement, consequent upon **Damage** insured by this Section, but not for preparing any claim. The **Company’s** liability for such **Damage** and fees/costs shall not exceed, in the aggregate, the **Limit of Indemnity** in respect of the appropriate Item.

The maximum the Company will pay under this Extension is €25,000 any one occurrence.

7. Debris Removal Costs

The **Company** will pay for costs and expenses necessarily incurred by the **Insured** with the consent of the **Company** in:

- a. debris removal;
- b. dismantling and demolishing; or
- c. shoring up or propping following **Damage** insured by this Section.

The **Company** shall not pay for any costs or expenses:

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

The maximum the Company will pay under this Extension is €25,000 any one occurrence.

8. Incompatibility of Computer Records

The **Company** will pay for :

- a. costs of modification of **Computer Equipment**; or
- b. costs of replacement of **Computer Equipment** together with **Reinstatement** of **Programs** and/or **Data** thereon (whichever is less) to achieve compatibility in the event that loss or destruction of **Computer Equipment** insured by this Section has resulted in undamaged **Computer Equipment** being incompatible with the replacement **Computer Equipment**.

The maximum the Company will pay under this Extension is €25,000 any one occurrence.

9. Increase in Cost of Working

If the computer operations of the **Business** are interrupted or interfered with due to the occurrence during the **Period of Insurance** of an **Insured Incident**, the **Company** will pay as Increase in Cost of Working, the additional expenditure necessarily and reasonably incurred by the **Insured** during the **Indemnity Period** in consequence of such interruption or interference.

The maximum the Company will pay under this Extension is €50,000 any one occurrence.

10. Measures Taken in Avoidance of Impending Loss or Damage

The **Company** will, subject to the **Limit of Indemnity** in respect of fixed **Computer Equipment**, pay costs incurred by the **Insured** in taking reasonable, but exceptional, measures to avoid or mitigate impending **Damage** insured by this Section provided that

- a. the impending **Damage** does not stem from any reasonably foreseeable cause and that **Damage** would be the natural outcome to be expected in the absence of such measure;
- b. the **Company** is satisfied that **Damage** has been avoided or reduced in consequence of the measures taken; and
- c. the terms, exceptions and conditions of this section shall apply as if **Damage** had occurred.

The maximum the Company will pay under this Extension is €25,000 any one occurrence.

11. Professional Accountants' Charges

Where a limit applies on the **Schedule** under the Increase in Cost of Working item of Section 4, the **Company** will pay to the **Insured** the reasonable charges payable by the **Insured** to their professional accountants for producing particulars of any claim.

The maximum the Company will pay under this Extension is €25,000 any one occurrence.

12. Reinstatement of Data

In the event of accidental loss, distortion, corruption or erasure of **Data** recorded on **Media**, including cloud **Data** insured by this Section, the **Company** will pay the costs necessarily and reasonably incurred by the **Insured** in the **Reinstatement** of **Data**, but excluding the value to the **Insured** of the **Data**.

The maximum the Company will pay under this Extension is €25,000 any one occurrence.

13. Reinstatement of Programs

In the event of accidental loss, distortion, corruption or erasure of **Programs** recorded on **Media** insured by this Section, the **Company** will pay the costs necessarily and reasonably incurred by the **Insured** in the **Reinstatement** of **Programs**, but not for any **Reinstatement** of **Data** or the value to the **Insured** of the **Data** contained therein.

The maximum the Company will pay under this Extension is €25,000 any one occurrence.

14. Waiver of Subrogation against Authorised Users

The **Company** shall waive any rights of subrogation against any user of the **Property Insured** provided that:

- a. such user has the authority of the **Insured** to use the **Property Insured**; and
- b. that such user shall, as if he were the **Insured**, observe, fulfil and be subject to the terms, exceptions and conditions of this Section.

Section 5 – Deterioration of Stock

Scope of Cover

The **Company** will indemnify the **Insured** for **Damage** to **Frozen Foods** the property of the **Insured** or held by them in trust or on commission for which they are responsible whilst contained in any **Appliance** caused by:

- a. a rise or fall in temperature as a result of:
 - i. the breaking, distortion or burning out of any part of the **Appliance** (including its own wiring terminating at and including the plug and fuse) arising from mechanical or electrical defects in the **Appliance** occurring whilst the **Appliance** is being used under normal working conditions,
 - ii. non-operation of the thermostatic or automatic controlling devices forming part of the **Appliance**, or
 - iii. accidental failure of the public supply of electricity not occasioned by the deliberate act of any supply authority;
or
- b. accidental leakage of refrigeration or refrigerant fumes from the **Appliance**.

| Circumstances | Limit of Indemnity |
|--|------------------------|
| Frozen Food Contained within the Appliance | As per Schedule |

Definitions

Appliance shall mean any frozen food cabinet, deep freezer, cold room or cold store which is in good condition and which is within the **Premises** specified in the **Schedule**.

Frozen Food shall mean frozen, refrigerated or chilled foods.

Exclusions & Limitations applicable to this Section

This Section does not cover:

1. **Damage** resulting from wear and tear, deterioration gradually developing flaws or defects in the **Appliance**;
2. **Damage** resulting from the incorrect setting of thermostats or automatic controls;
3. any failure of electric current which does not involve total cessation for at least 2 consecutive hours;
4. any consequential loss incurred by the **Insured**; or
5. **Damage** caused to **Frozen Foods** contained in any **Appliance** which is not inspected at least once a year under contract by a competent service engineer.

Clauses Applicable to this Section

Limit of Liability

The maximum amount which the **Company** will pay for claims under this Section and arising from one **Event** or series of **Events** will be the **Sum Insured** for **Frozen Foods**.

Automatic Reinstatement

The **Sum Insured** will be automatically reinstated following notification of a claim by the **Insured**, subject to the following provisions:

- the **Company** may decline to reinstate the **Sum Insured** following the giving of written notice to the **Insured**;
- the maximum amount of reinstatement in any one **Period of Insurance** shall be the **Sum Insured** in respect of the **Frozen Foods**;
- the **Insured** shall pay to the **Company** the appropriate pro rata additional premium; and
- the **Insured** shall comply with all requests by the **Company** for enhanced protection for the **Frozen Foods**.

Section 6 – Goods in Transit

Insuring Clause

The **Company** agrees (subject to the terms, Conditions, Extensions, Exclusions and Endorsements contained in the **Policy**) that in the event of accidental loss or destruction of or **Damage** to the **Goods** whilst in **Transit** during the **Period of Insurance**, the **Company** will pay the **Insured** the value of the **Goods** at the time of its loss or destruction or the amount of the **Damage** up to the **Sum Insured** / Limit as specified in the **Schedule**.

Extensions Applicable to Section 6 (Goods-in-Transit)

1. Tarpaulins, Sheets, Ropes

Damage to any tarpaulin, sheets, ropes, securing chains, toggles, dunnage or packing materials owned by the **Insured** or for which the **Insured** is responsible whilst being carried on any vehicle operated by the **Insured**.
The maximum the Company will pay under this Extension is €2,500 any one occurrence.

2. Employees' Personal Effects

Damage to clothing or personal effect of the **Insured** or their employees caused by a road traffic accident
The maximum the Company will pay under this Extension is €250 per person



Section 7 – Employers’ Liability

THIS SECTION APPLIES ONLY WHERE SHOWN AS INSURED IN THE SCHEDULE

Insuring Clause

This section shall provide indemnity in accordance with the **Indemnity Agreement** and the **Business** as stated in the **Schedule**, for sums which the **Insured** becomes legally liable to pay in respect of **Bodily Injury** to any **Employee** arising out of and in the course of their employment or engagement by the **Insured**, and caused during the **Period of Insurance** within the **Territorial Limits**.

Territorial Limits

For the purpose of Section 7 Territorial Limits shall mean:

- a) in the Republic of Ireland, or
- b) whilst temporarily outside the Republic of Ireland provided that the **Employee** is ordinarily resident in the Republic of Ireland.

Law Costs

The **Company** will, subject to the **Excess**, also pay **Law Costs** where the limit of indemnity shall be inclusive of all payments



Section 8 – Public Liability

THIS SECTION APPLIES ONLY WHERE SHOWN AS INSURED IN THE SCHEDULE

Insuring Clause

This section shall provide indemnity in accordance with the **Indemnity Agreement** and the **Business** as stated in the **Schedule**, for damages which the **Insured** becomes legally liable to pay as a result of:

- a. accidental **Bodily Injury** to any person;
- b. accidental loss of, or damage to, **Property**;
- c. accidental obstruction, loss of amenities, trespass, nuisance, or interference with any right of way, light, air, or water; or
- d. wrongful arrest, detention, imprisonment or eviction of any person or invasion of the right of privacy; occurring anywhere within the **Territorial Limits** during the **Period of Insurance**.

Territorial Limits

For the purpose of section 8 Territorial Limits shall mean:

- a. the Republic of Ireland, Great Britain, Northern Ireland, the Channel Islands, the Isle of Man and the European Union;
- b. elsewhere in the world, excluding any country or territory which operates under the laws of the United States of America and/or Canada and/or their respective possessions or protectorates, in respect of temporary visits in connection with the **Business** by directors and/or **Employees** ordinarily resident in any of the countries specified in (a) above; or
- c. any country or territory which operates under the laws of the United States of America and/or Canada and/or their respective possessions or protectorates, in respect of temporary visits of a non-manual nature in connection with the **Business** by directors and/or **Employees** ordinarily resident in any of the countries specified in (a) above.

Law Costs

The **Company** will, subject to the **Excess**, also pay **Law Costs** in addition to the limit of indemnity, excepting always claims brought in the United States of America and/or Canada and/or their possessions or protectorates in which case the **Limit of Indemnity** shall be inclusive of such costs and expenses.



Section 9 – Products Liability

THIS SECTION APPLIES ONLY WHERE SHOWN AS INSURED IN THE SCHEDULE

Insuring Clause

This section shall provide indemnity in accordance with the **Indemnity Agreement** and the **Business** as stated in the **Schedule**, for damages which the **Insured** becomes legally liable to pay as a result of:

- a. accidental **Bodily Injury** to any person; or
 - b. accidental loss of, or damage to, **Property**;
- occurring anywhere within the **Territorial Limits** caused by any **Product** of the **Insured** during the **Period of Insurance**.

Territorial Limits

For the purpose of Section 9 Territorial Limits shall mean anywhere in the World excluding any country or territory which operates under the laws of the United States of America and/or Canada and/or their respective possessions or protectorates but only in connection with the **Business** carried on by the **Insured** in the Republic of Ireland, Great Britain, Northern Ireland, the Channel Islands, the Isle of Man and/or the European Union.

Law Costs

The **Company** will, subject to the **Excess**, also pay **Law Costs** in addition to the limit of indemnity, excepting always claims brought in the United States of America and/or Canada and/or their possessions or protectorates in which case the **Limit of Indemnity** shall be inclusive of such costs and expenses.

Extensions Applicable to Sections 7-9 (Liability)

1. Consumer Protection Act 2007-2014 (PL) (Pr.)

The **Company** hereby agrees to indemnify the **Insured** under sections 8 and 9 of this **Policy** against:

- a. costs and expenses incurred with the written consent of the **Company**;
- b. costs and expenses awarded against the **Insured**;

in connection with a prosecution including (where Counsel advises such an appeal would have reasonable prospects of success) any appeal against a conviction resulting from a prosecution as a result of an alleged offence under the Consumer Protection Act 2007-2014, where the alleged offence occurs during the **Period of Insurance**, and where the circumstances of the alleged offence may be the subject of indemnity under section 2

Provided always that the **Company** shall not be liable:

- i. for any fines or penalties imposed on the **Insured**
- ii. for the **Excess**
- iii. where the prosecution results from a deliberate management decision, act, or omission

2. Contingent Non-Owned Motor Vehicle (PL)

The **Company** shall indemnify the **Insured** under Section 8 in respect of liability for **Bodily Injury**, or loss of, or damage to, third party **Property**, arising out of the use of any mechanically propelled vehicle or trailer, used in connection with the **Business**, which is not the property of or provided by the **Insured** or any subsidiary companies.

Provided always that the **Company** shall not be liable for:

- a. loss of, or damage to, any such mechanically propelled vehicle, attached trailer, or to **Property** contained therein or thereon; or
- b. **Bodily Injury**, loss of, or damage to, **Property** resulting while such vehicle is being:
 - i. driven by the **Insured**;
 - ii. driven with the consent of the **Insured**, or of their representative, by any person who, to the knowledge of the **Insured** or of such 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;
 - iii. used in circumstances in which it is compulsory for the **Insured** to insure or provide security as a requirement of any road traffic legislation; or
 - iv. used outside the Republic of Ireland, Northern Ireland Great Britain, the Channel Islands, the Isle of Man or the European Union.

3. Contractual Liability Extension (PL) (Pr.)

The Indemnity provided by sections 8 and 9 is extended to include liability which is assumed by the **Insured** under a contract or agreement provided that the sole conduct and control of claims is vested in the **Company**.

The Indemnity granted under this Extension will not include liability which:

- a. arises out of the sole negligence of third parties;
- b. attaches by virtue of any waiver of subrogation rights against third parties; or
- c. arises by reason of **Bodily Injury** to any employee of third parties;

unless such liability would have attached to the **Insured** in the absence of the said contract or agreement.

In addition, cover under this extension excludes any liability which arises under any penalty clause in respect of fines or liquidated damages

4. Court Attendance (EL) (PL) (Pr.)

The **Company** hereby agrees that, in the event of any of the under-mentioned persons attending Court as a witness, at the request of the **Company** and in connection with a claim in respect of which the **Insured** is entitled to indemnity under this **Policy**, the **Company** will provide compensation at the following rates for each day on which attendance is required:

- a. any director or partner of the **Insured** €750 per day;
- b. any **Employee** €300 per day.

5. Cross Liabilities EL PL Pr.

If the **Insured** described in the **Schedule** comprises more than one insured party each operating as a separate and distinct entity then cover hereunder shall apply in the same manner and to the same extent as if individual policies had been issued to each such insured party provided that the total liability of the **Company** to all the insured parties collectively shall not exceed the sums insured and limits of indemnity including any inner limits set by memorandum or endorsement stated in the **Policy**

6. Damage to Leased or Rented Premises PL

The indemnity provided under Section 8 shall extend to include liability for accidental loss of, or damage to premises (including fixtures or fittings) leased or hired by, or rented to the **Insured** under a contract or agreement, but this Extension shall not apply to liability:

- a. assumed by the **Insured** under such contract or agreement, which would not have attached in the absence of such contract or agreement, unless agreed to in writing by the **Company**;
- b. for fire or any other peril against which such contract or agreement requires that insurance is effected; or
- c. arising out of breach of any term or condition, under any other applicable insurance **Policy**.

7. Data Protection Acts 1988 and 2018 PL Pr.

Within the relevant limit of indemnity the **Company** will indemnify the **Insured** under Sections 8 and 9 of this **Policy** in respect of liability for claims arising under the Data Protection Act 1988, or any subsequent legislation amending, revising, or replacing such act, in respect of:

- a. compensation payable for damage or distress under section 13 of Part II of the Act including claimant's costs and expenses;
- b. defence costs in relation to any prosecution or investigation brought under section 21 of Part III of the Act in relation to a claim made by an **Employee**.

Provided that:

- i. the **Insured** has registered under the Act or commenced the process of registration and the **Insured's** application has not been refused or withdrawn.
- ii. **The Company** shall not be liable in respect of:
 - I. the payment of fines or penalties;
 - II. the **Self-Insured Retention** stated in the **Schedule**,
 - III. the cost of replacing, reinstating, rectifying, or erasing, any data;
 - IV. liability arising as a result of the provision by the **Insured** of the services of a computer bureau;
 - V. liability arising from the recording or provision of data for reward or for determining the financial status of any person.
 - VI. Any liability or cost or expense excluded by the Cyber and Data Total Exclusion in this **Policy**.

8. Food Standards Act 1974 and Food Safety Authority of Ireland Act 1988 PL Pr.

The **Company** hereby agrees to indemnify the **Insured** under Sections 8 and 9 of this **Policy** against:

- a. costs and expenses incurred with the written consent of the **Company**; or
- b. costs and expenses awarded against the **Insured**;

in connection with a prosecution including (where Counsel advises such an appeal would have reasonable prospects of success) any appeal against a conviction resulting from a prosecution as a result of an alleged offence under the Acts, where the alleged offence occurs during the **Period of Insurance**, and where the circumstances of the alleged offence may be the subject of indemnity under Sections 8 or 9.

Provided always that the **Company** shall not be liable:

- i. for any fines or penalties imposed on the **Insured**;
- ii. for the **Excess**;
- iii. where the prosecution results from a deliberate management decision, act, or omission

9. Indemnity to Principal EL PL Pr.

In the event of any claim, in respect of which the **Insured** would be entitled to receive indemnity under this **Policy**, being brought or made against any public or local authority or other principal, the **Company** will, at the request of the **Insured**, indemnify the public or local authority or other principal against such claim and/or any costs, charges and expenses in respect of that claim

Provided that:

- a. liability arises solely out of the performance or non-performance of a contract or agreement by the **Insured**;
- b. the conduct and control of claims is vested in the **Company**; and
- c. the public or local authority or other principal shall observe, fulfil and be subject to the terms, Conditions, endorsements and Exceptions of this **Policy** in so far as they can apply, as though they were the **Insured**.

The indemnity provided to any public or local authority or other principal under this extension shall not increase the liability of the **Company** to pay any amount in respect of any one **Event** or in the aggregate during any one **Period of Insurance** beyond the amount stated as the section limit of indemnity stated in the **Schedule**.

10. Safety, Health and Welfare at Work Act 2005-2014 – Prosecution Defence Costs EL PL Pr.

The **Company** shall indemnify the **Insured**, subject to the limit of indemnity as stated in the **Schedule**, in respect of legal costs and other expenses reasonably incurred with the **Company's** written consent in the defence of any proceedings brought or in an appeal pursuant to any breach of the provisions of the Safety Health and Welfare at Work Acts 2005-2014 and/or the regulations made pursuant to Section 58 of those Acts (which for the avoidance of doubt does not include offences created by section 29 of the Chemicals Act 2008-2010) during the **Period of Insurance** in the course of the **Insured's Business** provided that:

- a. in relation to any appeal, legal counsel has advised that there are strong prospects of such appeal succeeding; and
- b. the indemnity will not apply to:
 - i. proceedings consequent upon any deliberate act or omission,
 - ii. fines or penalties of any kind,
 - iii. orders for costs and/or expenses made against the **Insured** pursuant to section 78(4) of the Safety Health and Welfare at Work Acts 2005-2014, or
 - iv. any circumstances where indemnity is provided by any other insurance.

11. Unsatisfied Court Judgments EL

If Section 7 is operative, and subject to the limit of indemnity, then in the event that a judgement for damages against a third party is, in the first instance:

- a. obtained from, or under the jurisdiction of, a court in the Republic of Ireland, Great Britain, Northern Ireland, the Channel Islands, the Isle of Man or the European Union;
- b. obtained by an **Employee**, or the personal representative(s) of an **Employee**;
- c. is in respect of **Bodily Injury**, caused during the **Period of Insurance** and in the course of the **Employee's** employment or engagement by the **Insured**; and
- d. remains unsatisfied in whole or in part six months after the date of such judgement;

then, at the request of the **Insured**, the **Company** will pay to the **Employee**, or the personal representative(s) of the **Employee**, the amount of any damages or awarded costs to the extent that they remain unsatisfied, provided that:

- i. there is no appeal outstanding; and
- ii. the **Company** shall be entitled to take over, and prosecute for its own benefit, any claim against any other person, and the **Insured**, the **Employee**, or the personal representative(s) of the **Employee**, shall give all information and assistance required by the **Company**.

Exceptions

Exceptions Applicable to Property Sections 1 – 6

1. Building Collapse

The **Company** shall not indemnify the **Insured** under Sections 1 and 2 against any loss caused by, or consisting of:

- a. **Damage to Buildings** or a structure caused by its own collapse or cracking; or
- b. **Business Interruption** resulting from **Damage to Buildings** or a structure caused by its own collapse or cracking; unless resulting from a **Defined Peril** insofar as it is not otherwise excluded.

2. Cessation of Work

The **Company** shall not indemnify the **Insured** under Sections 1 and 2 against any loss caused directly by or consisting of or resulting from cessation of work.

3. Chemical, Biological or Nuclear Risks

The **Company** shall not indemnify the **Insured** against any loss arising directly or indirectly caused by, or contributed to, by, or arising from:

- a.
 - i. the radioactive, toxic, explosive, or other hazardous, properties of any explosive nuclear assembly or nuclear component thereof;
 - ii. ionising radiation or contamination by radioactivity or from the combustion of any radioactive material;
 - iii. chemical, biological, or radiological irritants, contaminants, or pollutants; or
- b. loss of any property at or **Damage** to any **Nuclear Installation** or **Nuclear Reactor**.

4. Consequential Loss

The **Company** shall not indemnify the **Insured**, except under Section 2, against consequential loss or **Damage** of any kind or description other than:

- a. **Rent Payable** when such loss is expressly covered under Section 1;
- b. that provided for specifically under Section 4 and such cover provided under Section 5 shall not include any consequential loss which is also insured under Section 2 - **Business Interruption**.

5. Corrosion

The **Company** shall not indemnify the **Insured** against any loss caused directly by or consisting of:

- a. corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin, or insects; or
- b. change in temperature, colour, flavour, texture, or finish;

but this shall not exclude;

- i. loss which results from a **Defined Peril** or from any other accidental **Damage** not being an Excepted Cause; or
- ii. subsequent loss resulting from a cause not otherwise excluded.

6. Data

The **Company** shall not indemnify the **Insured**:

- a. under Sections 1 to 6 against any loss directly or indirectly caused by or consisting of unexplained disappearance of information, unexplained or inventory shortage, misfiling or misplacing of information, insufficient labelling or incorrect addressing;
- b. additionally, under Section 2 – **Business Interruption** against any loss directly or indirectly caused by or consisting of:
 - i. erasure, loss, distortion, or corruption, of information on computer systems or other records, **Programs**, or software, caused deliberately by rioters, strikers, locked out workers, persons taking part in labour disturbances, or civil commotions;
 - ii. other erasure, loss, distortion, or corruption, of information on computer systems or other records, **Programs**, or software, unless resulting from a **Defined Peril** in so far as it not otherwise excluded.

7. Date Recognition

The **Company** shall not indemnify the **Insured** under Sections 1 to 6 against **Damage to Computer Equipment** and/or accidental loss distortion corruption or erasure of **Programs** and/or **Data** and/or any interruption to or interference with the **Business** as insured under the **Sum Insured** applicable under the Increase in Cost of Working item on the **Schedule**, caused directly or indirectly by or consisting of, or other additional expenditure arising directly or indirectly from; the failure of any computer or other equipment or system for processing, storing or retrieving **Data**, whether the property of the **Insured** or not:

- a. to recognise any date as its true calendar date;
- b. to capture save retain and/or correctly to manipulate interpret or process any **Data** or information or command or instruction as a result of treating any date otherwise than its true calendar date;
- c. to capture save retain or correctly to process any **Data** as a result of the operation of any command which has been programmed into

any computer software being a command which causes the loss of **Data** or inability to capture save retain or correctly to process such **Data** on or after any date but this shall not exclude subsequent **Damage** not otherwise excluded which itself results from a **Defined Peril** or theft or attempted theft where such failure is not the result of wilful misconduct by the **Insured** and that the **Insured** has undertaken all reasonable efforts to prevent such failure and to mitigate the consequences of any such failure.

8. Digital or Cyber Risks

The **Company** shall not indemnify the **Insured** under Sections 1 to 6 against any loss directly or indirectly caused by or contributed to, or arising from, or occasioned by, or resulting from, **Damage** to any computer or other equipment, component, system, or item which processes, stores, transmits, or receives **Data** or any part thereof whether tangible or intangible, including but without limitation any information or **Programs** or software, and whether the property of the **Insured** or not, where such **Damage** is directly or indirectly caused by **Virus or Similar Mechanism, Hacking or Denial of Service Attack**.

9. Erasure of Programs and Data

The **Company** shall not indemnify the **Insured** under Sections 1 to 6 against loss distortion corruption or erasure of **Programs** and/or **Data** recorded on **Media** unless such accidental loss distortion corruption or erasure of **Programs** and/or **Data** itself results from other **Damage to Property Insured** and is not otherwise excluded.

10. Excepted Property

The **Company** shall not indemnify the **Insured** under Sections 1 and 2 against any loss in respect of:

- a. glass other than fixed glass, china, earthenware, marble, or other fragile or brittle objects;
- b. jewellery, precious stones, precious metals, bullion, furs, curiosities, works of art, or rare books;
- c. **Money**;

other than loss caused by a **Defined Peril** and not otherwise excluded.

11. Fraud

The **Company** shall not indemnify the **Insured** under Sections 1 and 2 against any loss caused directly by or consisting of acts of fraud or dishonesty on the part of the **Insured** or any partner, director or **Employee** of the **Insured**, members of their families or any other person to whom **Property Insured** has been entrusted but this shall not exclude such loss not otherwise excluded which itself results from a **Defined Peril**.

12. Goods in Transit

Section 6 does not cover:

- a. accounts, deeds, evidence of debt, currency, **Money**, bullion, notes;
- b. jewellery, watches, gold and silverware, furs, or articles trimmed with fur;
- c. animals, birds, or plants of any description;
- d. loss of profit, loss of use or loss of market;
- e. loss, destruction or **Damage** caused by or consisting of:
 - i. improper packing or labelling, rough handling, or unexplained shortage, or
 - ii. insect, vermin, or inherent vice;
- f. loss, destruction or **Damage** caused by or consisting of wear and tear, faulty or defective workmanship, inherent vice, latent defect, frost, leakage, evaporation, shrinkage, dampness, dryness, breakage, change in temperature, colour, flavour, texture, or finish, mould, rust, wet, or dry rot, souring, bending, denting, chipping, marring, scratching. Provided that this Exception shall not apply to loss, destruction, or **Damage** not otherwise excluded that results from a **Defined Peril**, or from collision, derailment, overturning, stranding, burning, or sinking of a ferry or watercraft;

- g. export shipments which have been laden onboard a vessel or conveyance or have come under the protection of marine insurance whichever first occurs;
- h. import shipments until fully discharged from import conveyance or until marine insurance has ceased to cover whichever last occurs.
- i. loss or **Damage** caused by or arising from open topped, soft topped, open sided or curtain sided vehicles or trailers as a result of:
 - i. storm, tempest or flood,
 - ii. theft or attempted theft unless the vehicle is stolen at the same time, or
 - iii. malicious persons unless the vehicles and trailers are individually attended.

13. Heat

The **Company** shall not indemnify the **Insured** under Sections 1 and 2 against any loss caused by fire resulting from the **Property Insured** undergoing:

- a) undergoing any process involving the application of heat, other than by fire or explosion, or
- b) undergoing any process of production, packing, treatment, testing, commissioning, servicing, or repair.

14. Leaks, Breakdown and Utilities

The **Company** shall not indemnify the **Insured** under Sections 1 and 2 against any loss caused directly by or consisting of:

- a. joint leakage, failure of welds, cracking, fracturing, collapse, or overheating of boilers, economisers, superheated pressure vessels, or any range of steam and feed piping in connection therewith;
- b. mechanical or electrical breakdown or derangement in respect of the particular machine, apparatus, or equipment in which such breakdown or derangement originates;
- c. 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. loss which results from a **Defined Peril**, or from any other accidental **Damage** not being an Excepted Cause; or
- ii. subsequent loss resulting from a cause not otherwise excluded.

15. Loss of Licence Limitation

In respect of Optional Extension 3 under Section 2 of this **Policy**, the **Company** shall not be liable in respect of loss arising from:

- a. such refusal to renew a **Licence** as entitles the **Insured** to claim compensation under any Statute
- b.
 - i. actual or proposed compulsory acquisition of any of the **Premises**
 - ii. any scheme of town or county planning improvement or redevelopment
 - iii. redistribution reduction in number or extinguishment of **Licence** as a result of war **Damage** whether such loss be direct or indirect.
- c. alteration after the date of this **Policy** of the law governing the grant surrender renewal suspension or forfeiture of **Licences**
- d. failure
 - i. other than for good cause to keep open any **Premises** during the permitted hour
 - ii. to comply with any direction or requirement of the licensing justice or other authority
 - iii. to maintain any **Premises** in good sanitary and general repair.
- e. refusal to renew or forfeiture of **Licence** occasioned wholly or in part by any act or omission of the **Insured** or by the **Insured's** failure to take all reasonable action to maintain the **Licence** in force.
- f.
 - i. any notice caution or complaint was given or made against any **Premises** or the tenant manager occupier or **Licence** holder or that such person was summoned or charged with or convicted of or committed for trial for any offence whatsoever
 - ii. an application for renewal was opposed or that its consideration was adjourned or referred to the compensation authority or the **Licence** holder was required to give any undertaking or structural alterations were required.

16. Maintenance Agreement

The **Company** shall not indemnify the **Insured** under Section 4 against **Damage** recoverable under any guarantee or maintenance rental hire or lease agreement.

17. Marine

The **Company** shall not indemnify the **Insured** under Sections 1 to 6 against any loss in respect of **Property Insured** that 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;

18. Molten Materials

The **Company** shall not indemnify the **Insured** under Sections 1 and 2 against any loss caused by or consisting of the solidification of the **Contents** of molten material holding units, molten material, transmission lines and/or appurtenances, unless it results from a **Defined Peril** and is not otherwise excluded.

19. Money

The **Company** shall not indemnify the **Insured** under Section 3 against:

- a. loss, destruction, or **Damage**:
 - i. arising from dishonesty on the part of any director, partner, or **Employee** of the **Insured** not discovered within fourteen days of the occurrence;
 - ii. occasioned by errors or omissions;
 - iii. recoverable from a specialist security carrier
 - iv. from an unattended vehicle operated or under the control of the **Insured** or their **Employees**;
 - v. covered by a **Policy** of fidelity guarantee insurance;
 - vi. due to the use of counterfeit **Money**
- b. loss or shortages due to depreciation or currency fluctuation.

20. Mould

The **Company** shall not indemnify the **Insured** under Sections 1 to 6 against any loss caused directly by or consisting of or resulting from mould, mildew, fungus or spores but this shall not exclude such loss not otherwise excluded which itself results from a **Defined Peril**, in which case the **Insured** must report to the **Company** the existence and cost of the loss as soon as practicable, but no later than six months after the **Defined Peril** first caused any loss to the **Insured** during the **Period of Insurance**; the **Company** shall not indemnify the **Insured** for loss reported after that six month period.

21. Moveable property

The **Company** shall not indemnify the **Insured** under Sections 1 and 2 against any loss in respect of moveable property in the open, fences and gates, caused by wind, rain, hail, sleet, snow, flood, or dust.

22. Other Excepted Causes

The **Company** shall not indemnify the **Insured** under Sections 1 and 2 in respect of any loss caused directly by or consisting of:

- a. inherent vice, latent defect, gradual deterioration, wear and tear, frost, its own faulty or defective design or materials
- b. faulty or defective workmanship, or operational error or omission on the part of the **Insured** or any of their **Employees**
- c. the operation of machinery, plant, apparatus or equipment unless such operation is in accordance with the manufacturer's instructions or specification
- d. explosion occasioned by the bursting of a boiler (not being a boiler used for domestic purposes only) economiser or other vessel, machine or apparatus in which the internal pressure is due to steam only and belonging to or under the control of the **Insured**

but this shall not exclude subsequent loss which itself results from a cause not being an Excepted Cause or otherwise excluded.

23. Other insurance

The **Company** shall not indemnify the **Insured** under Sections 1 to 6 against any loss in respect of any property more specifically insured under any other **Policy**, by or on behalf of the **Insured**.

24. Personal Accident Assault

The **Company** shall not be liable under Section 3 for **Assault Injury** consequent upon, or contributed to by:

- a. the **Insured Person** having any physical or mental defect or infirmity, which was known to the **Insured** or the **Insured Person** at the inception of this **Policy** or prior to the latest renewal thereof, and which had not been declared to, and accepted in writing by, the **Company**;
- b. **Assault Injury** to any person under the age of sixteen years or over the age of seventy years.

25. Pollution

The **Company** shall not indemnify the **Insured** under Sections 1 to 6 against any loss caused by pollution or contamination but this Exception shall not apply to **Damage to Property Insured** caused by:

- a. pollution, or contamination from a **Defined Peril** hereby insured against;
- b. a **Defined Peril** hereby insured against resulting from pollution or contamination.

26. Pressure waves

The **Company** shall not indemnify the **Insured** under Sections 1 to 6 against any loss caused by or consisting of pressure waves caused by aircraft, or other aerial devices, travelling at sonic or supersonic speeds, but this shall not exclude subsequent loss which itself results from a cause not otherwise excluded.

27. Property Insured away from the Premises

The **Company** shall not indemnify the **Insured** under Sections 1-6 against **Damage to Property Insured**

- a. away from the **Premises** (where the insurance on any **Property Insured** item as stated in the **Schedule** so provides) caused by theft or attempted theft of the **Property Insured**
 - i. from or on an unattended vehicle or trailer during **Working Hours** unless all doors windows and other means of access have been secured and locked and alarm (if any) activated and in respect of an unattended vehicle the **Property Insured** to be placed in the boot or similar luggage compartment of the vehicle (and in so doing to be effectively concealed from sight) and which is securely closed and locked
 - ii. from or on an unattended vehicle or trailer out of **Working Hours** unless all doors windows and other means of access have been secured and locked and alarm (if any) activated and in respect of an unattended vehicle the **Property Insured** to be placed in the boot or similar luggage compartment of the vehicle (and in so doing to be effectively concealed from sight) and which is securely closed and locked and such vehicle or trailer is garaged in a securely closed and locked building or compound
 - iii. from or on an unattended soft topped open topped or open sided vehicle or trailer unless also involving theft of the vehicle or trailer
 - iv. where **Property Insured** is otherwise left unattended (which term shall mean that the **Insured** is unable to exercise control over or otherwise unable to influence events affecting the property) unless contained in a locked building of substantial construction or in a secure locked room
- b. in or on soft topped open topped or open sided vehicles or trailers if caused by:
 - i. storm tempest water hail frost or snow
 - ii. malicious persons when the vehicle or trailer is left unattended out of **Working Hours**.

28. Property in Transit

The **Company** shall not indemnify the **Insured** under Sections 1 and 2 against any loss in respect of property in transit except as provided for by Section 1 Extensions Temporary Removal and Temporary Removal (Documents).

29. Satellite Telecommunications

The **Company** shall not indemnify the **Insured** under Section 4 against Increase in Cost of Working due to

- a) failure of any satellite prior to its obtaining its full operating function or while in or beyond the final year of its design life
- b) atmospheric solar or lunar conditions causing temporary interference with transmission to or from any satellite.

30. Theft

The **Company** shall not indemnify the **Insured** under Sections 1 and 2 against any loss caused directly by or consisting of theft or any attempted theft:

- a. which does not involve entry to, or exit from, the **Premises** by forcible and violent means;
- b. of **Property Insured** whilst left in any yard, open space, or open sided building;
- c. by or in collusion with any **Employee** or any other person lawfully on the **Premises**.

31. Unoccupied Buildings

The **Company** shall not indemnify the **Insured** under Sections 1 and 2 against any loss caused:

- a. by freezing;
- b. by escape of water from any tank, apparatus, or pipe;
- c. other than by fire or explosion, by malicious persons, not acting on behalf of, or in connection with, any political organisation;
- d. by theft or attempted theft ;

in respect of any **Building** which is **Unoccupied**.

32. Vehicles, Construction, Agriculture and Roads

The **Company** shall not indemnify the **Insured** under Sections 1 and 2 against any loss in respect of:

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

- b. property or structures in course of construction or erection, and materials or supplies in connection with any such property in the course of construction or erection;
 - c. land, piers, jetties, bridges, culverts, or excavations;
 - d. livestock, growing crops, or trees;
- other than:
- i. under Section 1 where specifically insured;
 - ii. under Section 2 - where **Business Interruption** is caused by a **Defined Peril** and such property or sites are specifically insured or noted under the description of **Premises**.

33. Water Table

The **Company** shall not indemnify the **Insured** under Sections 1 and 2 against any loss attributable solely to change in the water table level.

34. Riot (Northern Ireland)

The **Company** shall not indemnify the **Insured** under Sections 1 to 6 against any loss arising directly or indirectly in consequence of riot, civil commotion and strikers, locked out workers, persons engaged in labour disturbances or malicious persons in Northern Ireland.

Exceptions Applicable to Liability Sections 7 – 9

1. Aircraft Products (PL) (Pr.)

The **Company** shall not indemnify the **Insured** under sections 8 and 9 against liability arising from any **Product** designed for use in, or incorporated into or onto, any aircraft or aerial device, or which is used to control the navigation or safety of any aircraft or aerial device or which affects the flying capabilities of any aircraft or aerial device

2. Asbestos and Pollutants (EL) (PL) (Pr.)

The **Company** shall not indemnify the **Insured** under sections 7, 8 and 9 against liability arising directly or indirectly from the manufacture, supply, installation, storage, transportation, ownership, possession, handling, use, repair, removal, stripping, dismantling, or disposal of:

- a) **Asbestos**, formaldehyde or polychlorinated bi-phenols
- b) other materials or compounds which the **Insured** knows or has reason to suspect contains Asbestos, formaldehyde or polychlorinated bi-phenols
- c) **Pollutants**

3. Costs of Recall or Guarantee (PL) (Pr.)

The **Company** shall not indemnify the **Insured** under sections 8 and 9 against liability or expenditure (whether incurred by the **Insured** or by others) for the withdrawal, recall, disposal, removal, repair, adjustment, alteration, reconditioning, replacement, or reinstatement of any **Product** or part of a **Product** or any contract work and / or from financial loss consequent upon the necessity for such withdrawal, recall, disposal, removal, repair, adjustment, alteration, reconditioning, replacement or reinstatement

4. Cyber Liability (PL) (Pr.)

The **Company** shall not indemnify the **Insured** under sections 8 and 9 any loss directly or indirectly caused by or contributed to, or arising from, or occasioned by, or resulting from, damage to any computer or other equipment, component, system, or item which processes, stores, transmits, or receives data or any part thereof whether tangible or intangible, including but without limitation any information or programs or software, and whether the property of the **Insured** or not, where such damage is directly or indirectly caused by **Virus or Similar Mechanism, Hacking or Denial of Service Attack**

5. Defective Workmanship (PL) (Pr.)

The **Company** shall not indemnify the **Insured** under sections 8 and 9 for the cost of repairing, replacing or reinstating defective work but this Exception shall not apply to accidental **Bodily Injury** or accidental damage to **Property** arising as a consequence of such defective workmanship

6. Deliberate Acts (PL) (Pr.)

The **Company** shall not indemnify the **Insured** under sections 8 and 9 in respect of legal liability arising from, or caused by, any deliberate act or omission of the **Insured** or any person entitled to indemnity, if the result thereof could reasonably have been expected by the **Insured** or such other person having regard to the nature and circumstances of such act or omission

7. Employee (PL) (Pr.)

The **Company** shall not indemnify the **Insured** under sections 8 and 9 against liability for **Bodily Injury** sustained by an **Employee**, which arises out of and/or in the course of their employment or engagement by the **Insured** in connection with the **Business**

8. Employment Practices (EL)

The **Company** shall not indemnify the **Insured** under this Section against liability arising from:

- a) wrongful, unfair or constructive dismissal, bullying, harassment (sexual or otherwise)
- b) refusal to employ a suitably qualified applicant or failure to promote
- c) coercion, demotion, evaluation, relocation, punishment, defamation, humiliation or discrimination

by the **Insured** and/or his servants, agents or **Employees**.

9. Fear of Asbestos and Pollutants (EL) (PL)

The **Company** shall not indemnify the **Insured** under sections 7 and 8 against liability arising from **Fear of Asbestos and Pollutants**

10. Fines or Penalties (EL) (PL) (Pr.)

The **Company** shall not indemnify the **Insured** under sections 7, 8 and 9 in respect of liquidated damages, penalties for delay or detention, or in connection with guarantees of performance or efficiency, loss of use or any other form of consequential loss not specifically provided for by this **Policy**.

11. Use of Heat away from the Insureds own Premises (PL) (Pr.)

The **Company** shall not indemnify the **Insured** under sections 8 and 9 liability arising out of the use of any heat or naked flame whilst being used away from the **Insured's** premises

12. Mechanically Propelled Vehicles (PL)

The **Company** shall not indemnify the **Insured** under section 8 against liability arising out of the ownership possession or use by or on behalf of the **Insured** of any mechanically propelled vehicle (or trailer attached thereto) which is required by any road traffic legislation to be the subject of compulsory insurance or other security but this Exclusion shall not apply

- a) while such vehicle is being used as a tool of trade (other than in respect of liability which is compulsorily insurable under road traffic legislation)
- b) in respect of the loading or unloading of such vehicle or the delivery or collection of goods to or from such vehicle except where more specifically insured by any other policy

13. Medical and Repatriation Costs (EL)

The **Company** shall not indemnify the **Insured** under section 7 in respect of:

- a) medical costs or medical expenses;
- b) repatriation costs or repatriation expenses;

arising from **Bodily Injury** incurred by any **Employee** whilst outside of the Republic of Ireland, Great Britain, Northern Ireland, the Channel Islands or the Isle of Man

14. Money (EL) (PL) (Pr.)

The **Company** shall not be liable under sections 7, 8 and 9 in respect of loss of or **Damage** to money, deeds, bonds, bills of exchange, promissory notes, cash, postal orders, bank notes, cheques, securities for money or stamps.

15. Offshore (EL) (PL) (Pr.)

The **Company** shall not indemnify the **Insured** under sections 7, 8 and 9 against loss, damage or liability arising from visits or work **Offshore**

16. Pollution Liability (PL) (Pr.)

The **Company** shall not indemnify the **Insured** under sections 8 and 9 against liability arising directly or indirectly from any **Pollution Hazard** arising:

- a) in the United States of America and/or Canada and/or their respective possessions or protectorates;
- b) elsewhere in the World, but this Exception shall not apply where the **Pollution Hazard** results from a sudden, accidental, unexpected, and unintended, identifiable incident that takes place in its entirety at a specific identifiable time and place during the **Period of Insurance**

The indemnity granted shall not extend to events or claims, arising directly or indirectly from any **Pollution Hazard**, that involves moulds or other fungi (including but not limited to mildew or mycotoxins or spores or any other substance or product produced or released by moulds or fungi)

17. Products (PL)

The **Company** shall not indemnify the **Insured** under section 8 against liability arising from any **Product**, other than food or drink provided for consumption on the **Insured's** premises

18. Products Inefficacy (Pr.)

The **Company** shall not indemnify the **Insured** under section 9 against liability arising out of the failure of any **Product** (or any part thereof) to fulfil the function for which it was designed or to perform as specified warranted or guaranteed

19. Professional Services (PL) (Pr.)

The **Company** shall not indemnify the **Insured** under sections 8 and 9 against liability arising out of any act, error, or omission, in the provision for a fee or where a fee is or normally would be charged, for any advice, design services, instructions, or specification

20. Property in Custody or Control (PL)

The **Company** shall not indemnify the **Insured** under section 8 against liability for loss of or damage to **Property** belonging to or in the custody or control of the **Insured** or their representatives other than:

- a) **Employees**, partners, directors, customers, guests or visitors **Property** including motor vehicles and their contents and personal effects
- b) Any premises (including contents and fixtures and fittings), not being premises owned by or leased or rented to the **Insured**, which are temporarily occupied by the **Insured** for the purposes of carrying out work in or to such premises, but always excluding damage to **Property** being worked upon and arising out of such work
- c) **Premises** (including fixtures or fittings) leased or hired by, or rented to the **Insured** under a contract or agreement but the **Company** shall not indemnify the **Insured** in respect of liability assumed by the **Insured** under contract or agreement, which would not have attached in the absence of such contract or agreement, unless agreed to in writing by the **Company**.

21. Pyrite and other contaminants (PL) (Pr.)

The **Company** shall not indemnify the **Insured** under sections 8 and 9 against liability arising directly or indirectly out of or in connection with:

- a) the presence or alleged presence of or any other action by sulphides, pyrite, pyrite contamination and/or other contamination of infill or products in general through chemical reactions;
- b) any damage loss cost expense claim or proceeding connected with or consequent upon (a) above

22. Road Traffic Act / Compulsory Insurance (EL)

The **Company** shall not indemnify the **Insured** under section 7 against liability for injury to any **Employee** sustained when such **Employee** is carried in or on or is entering into or alighting from a vehicle, and in respect of which compulsory insurance or security is required to be arranged by the **Insured** under any applicable road traffic legislation.

23. System Failure (PL) (Pr.)

The **Company** shall not indemnify the **Insured** under sections 8 and 9 of this **Policy** against liability arising out of the **Failure of a System**

24. Unlicensed Disposal of Waste (EL) (PL) (Pr.)

This **Policy** shall not indemnify the **Insured** under sections 7, 8 and 9 in respect of loss, damage or liability arising from or out of or in connection with the unlicensed disposal of waste by or on behalf of the **Insured**

25. USA / Canada (PL) (Pr.)

The **Company** shall not indemnify the **Insured** under sections 8 and 9 in respect of liability arising out of:

- a) any claims or legal proceedings brought or originating in the United States of America and/or Canada and/or their respective possessions or protectorates;
- b) any operations of the **Insured** which are domiciled in the United States of America and/or Canada and/or their respective possessions or protectorates;
- c) any payments that arise from any reciprocal judgements made as a result of any claims or legal proceedings brought or originating in, or any judgements of, the courts of the United States of America and/or Canada and/or their respective possessions or protectorates

26. USA / Canada Exports (Pr.)

The **Company** shall not indemnify the **Insured** under section 9 against liability arising from any **Product** exported directly to the United States of America and/or Canada and/or their possessions or protectorates

27. Workers Compensation Exception EL

The **Company** shall not indemnify the **Insured** under section 7 in respect of liability as within defined against **Bodily Injury** sustained by any **Employee** where such **Bodily Injury** is required to be insured by any workers compensation insurance or any compulsory insurance or security but this exclusion will not apply to payments required to be made to the Recovery of Benefits and Assistance (RBA) Scheme or its successor.

Exceptions Applicable to all Sections 1 – 9

1. Electro Magnetic Frequency (EMF)

The **Company** shall not indemnify the **Insured** against any loss, damage or liability directly or indirectly caused by, or contributed to, by, or arising from:

- a. electro-magnetic frequency radiation;
- b. contamination from any wireless network towers, masts or devices.

2. Excess

The **Company** shall not indemnify the **Insured** against liability for the sum stated as the **Excess** shown in the **Schedule**. The **Company** may at its sole discretion require the **Insured** to pay all, or part of, the **Excess** to the **Company** and until such payment is made in full, the **Company** shall have no liability to make any payment under this **Policy**.

3. Communicable Disease

Notwithstanding any provision to the contrary within this **Policy**, this **Policy** does not cover all actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a **Communicable Disease** or the fear or threat (whether actual or perceived) of a **Communicable Disease**.

For the purposes of this endorsement, loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test for a **Communicable Disease**.

4. Cyber and Data Total Exclusion (LMA5468)

Notwithstanding any provision to the contrary within this **Policy** or any endorsement thereto this **Policy** does not apply to any loss, damage, liability, claim, fines, penalties, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any:

- a. 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; or
- b. loss of use, reduction in functionality, repair, replacement, restoration, reproduction, loss or theft of any Data, including any amount pertaining to the value of such Data;

regardless of any other cause or event contributing concurrently or in any other sequence thereto.

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

This exclusion supersedes any other wording in the **Policy** or any endorsement thereto having a bearing on a Cyber Act, Cyber Incident or Data, and, if in conflict with such wording, replaces it.

If the **Company** allege that by reason of this endorsement that loss sustained by the **Insured** is not covered by this **Policy**, the burden of proving the contrary shall be upon the **Insured**.

Definitions as used in this exclusion:

- i. Computer System means 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 back up facility, owned or operated by the **Insured** or any other party.
- ii. Cyber Act means 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.
- iii. Cyber Incident means:
 - 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.
- iv. Data means 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.

5. Radiation

The **Company** shall not indemnify the **Insured** against any loss, damage or liability directly or indirectly caused by, or contributed to, by, or arising from:

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

6. Self-Insured Retention

The **Company** shall not indemnify the **Insured** under this Section for the sum stated as the **Self-Insured Retention** shown in the **Schedule**.

The **Self-Insured Retention** shall be subject to the following provisions

- a. the **Company** or its representatives may, at any time and at its sole discretion, require immediate payment of the **Self-Insured Retention**, in whole or in part, directly to the **Company** or at the **Company's** discretion, to its appointed representative (or claimant or claimant's representative). In any event the **Self-Insured Retention** shall become immediately payable:
 - i. at the settlement and/or closure of a claim
 - ii. at the point in time where costs, defence costs, legal fees, claims handling costs and loss adjusting expenses incurred, exceed or equal the **Self-Insured Retention**.
- b. the terms of this **Policy**, including the **Company's** rights in the defence of a claim and the **Insured's** duties in the event of a claim, apply irrespective of the application of the **Self-Insured Retention**.
- c. The **Company** may, at any time at its sole discretion, including where it is statutorily obliged to do so, pay part or all of the **Self-Insured Retention** to effect a settlement of any potential claim or suit. Upon notification of the action taken, the **Insured** shall promptly reimburse the **Company** for such payments.
- d. In the event that the **Insured** fails to reimburse or pay to the **Company** the **Self-Insured Retention** within 21 days of being requested in writing to do so, the right to indemnity and all benefit under this **Policy** in respect of the specific incident or claim to which the **Self-Insured Retention** is being requested shall be forfeited.

7. Terrorism

The **Company** shall not indemnify the **Insured**

- a. under Sections 1 to 6 against:
 - i. any loss occasioned by or happening through or in consequence directly or indirectly of **Terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss,
 - ii. any loss cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with, any action taken in controlling, preventing, suppressing, or in any way related to **Terrorism**;
- b. under Sections 7 to 9 against liability arising directly or indirectly in consequence of **Terrorism**.

In any action, suit, or other proceedings where the **Company** alleges that by reason of the provisions of this Exception any loss is not covered by any Section of this **Policy**, the burden of proving that such loss is covered shall be upon the **Insured**.

8. War

The **Company** shall not indemnify the **Insured** against any loss, cost or expense, damage or liability arising directly or indirectly in consequence of, or resulting from or in connection with (regardless of any other contributing cause or event):

- a. war, invasion, act of foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, sabotage, mutiny, martial law, military or usurped power
- b. nationalisation, confiscation, requisition, seizure or destruction by any government or any public authority
- c. any action taken in controlling, preventing, suppressing or in any way relating to (a) and/or (b) above

Conditions you must comply with to enjoy the benefit of the Policy

Conditions Applicable to Property Sections 1 – 6

The consequences of a failure to comply with the conditions and provisions of the **Policy** may include the **Policy** being void or the rejection of claims or the reduction in payment on claims which are in the opinion of **The Company** connected with the breach.

1. Accumulated stocks

In adjusting any loss under Section 2, account shall be taken, and an equitable allowance made, if any shortfall in **Turnover** due to an **Incident**, happens by reason of the **Turnover** being temporarily maintained from accumulated stocks of finished goods.

2. Alteration of Risk

Sections 1 to 6 shall cease to have effect from the date of any one of the following:

- a. the interest of the **Insured** ceases;
- b. the **Business** is wound up, or carried on, by an administrator, trustee in bankruptcy, liquidator, or receiver, or permanently discontinued;
- c. any alteration is made to the **Premises** and/or their use whereby the risk of loss is increased, provided that if the increase could not reasonably have been known to the **Insured**, or the increase is beyond the **Insured's** control, the **Policy** shall continue in force, subject to the **Insured**:
 - i. notifying the **Company** in writing of the alteration within 14 days of the **Insured** becoming aware of the situation and
 - ii. promptly paying any additional premiums required by the **Company**, such amount to be calculated at the **Company's** discretion.

3. Alternative Trading

If during the **Indemnity Period** goods shall be sold or services rendered elsewhere than at the **Premises** for the benefit of the **Business**, the money paid or payable in respect of such sales or services shall be brought into account in arriving at the **Turnover** (for Item on **Gross Profit** or **Gross Revenue**) during the **Indemnity Period**.

4. Automatic Fire Alarm Installations

It shall be a condition of cover under Sections 1 to 5 that, where automatic fire alarms are installed, the **Insured** shall:

- a. carry out the testing and checking requirements referred to on the completion certificate and remedy promptly any defect disclosed;
- b. carry out the maintenance procedures specified by the manufacturers of the equipment;
- c. notify the **Company** immediately upon becoming aware of any disconnection or failure of the automatic fire alarm installation likely to leave any area unprotected for 12 hours or more;
- d. record details of all events such as alarm faults, tests, maintenance, and disconnections and keep such details available for examination by the **Company's** representatives.

5. Automatic Sprinkler Installations

Where automatic sprinkler systems are installed, it shall be a condition of cover under Sections 1 to 5 that the **Insured** shall ensure that:

- a. it is continuously operational;
- b. every working day a test is made to ensure that the circuit between the alarm switch and the control unit, except where it is continuously monitored or is such that one break of wires will not prevent an alarm signal being transmitted, for example a ring circuit, is operational;
- c. every week:
 - i. a test is made to ensure the condition of:
 1. the connection with the public fire station, central fire alarm depot, or public fire brigade control, unless they have given a written undertaking to carry out this test;
 2. the relevant batteries.However, where the circuit concerned is not continuously monitored, these tests must be made every day;
 - ii. the alarm gong is tested to ensure that it is in working order and that the stop valves controlling the individual water supplies and the installation are fully open;
 - iii. the pump(s) are tested to ensure they can be started both automatically and manually and that in respect of any diesel engine driven pump the battery electrolyte level and density are correct and a record is kept;
- d. they have a contract with approved installing engineers providing for the maintenance and half-yearly inspection of the automatic sprinkler installation system and obtain certification after each inspection that the system is in satisfactory working order;

- e. every quarter or half year, if required by the **Company**, they test that each water supply is in order and a record of the tests is kept;
- f. they remedy promptly any defect disclosed by any tests;
- g. they comply with and display prominently at each sprinklered area, a notice of the terms agreed with the **Company** which specifies:
 - i. the description of goods that may be stored;
 - ii. the maximum height of storage;
 - iii. the minimum permitted clearance between goods stored and the sprinkler deflectors.

Provided the **Insured** shall not be in breach of sub-clauses (a) or (b) of this Condition if:

- i. notice is given to the **Company** immediately the installation is rendered inoperative or in the event of an emergency; and
- ii. the **Insured** takes all reasonable steps immediately to ensure the installation returns to full operation.

6. Automatic Reinstatement

In the absence of written notice by the **Company** or the **Insured** to the contrary, the insurance by Sections 1 to 6 shall not be reduced by the amount of any loss, and in consideration the **Insured** shall pay the appropriate extra premium on the amount of the loss from the date thereof to the date of the expiry of the **Period of Insurance**.

7. Average

Each **Sum Insured** or **Limit of Indemnity** is to be subject to Average, meaning that if the **Property Insured** shall, at the commencement of any loss, be collectively of greater value than the **Limit of Indemnity** then the **Insured** shall pay the difference and shall bear a rateable share of the loss accordingly.

8. Contracting Purchaser

If at the time of loss the **Insured** has contracted to sell his interest in any of the **Premises** and the purchase has not been completed, the purchaser, upon completion of the purchase, if and to the extent the property is not otherwise insured against such loss by or on behalf of the purchaser, shall be entitled to benefit under Section 1 without prejudice to the rights and liabilities of the **Insured** and the **Company** until completion.

9. Data and Media Basis of Valuation

Should any electronic **Data** or processing **Media** insured by Section 1, 2 or 4 suffer physical loss or **Damage** covered by this **Policy** then the basis of valuation shall be the cost of the blank **Media** plus the cost of copying the electronic **Data** from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering, or assembling such electronic **Data**. If the **Media** is not repaired, replaced, or restored the basis of valuation shall be the cost of the blank **Media**. However, Sections 1, 2 and 4 do not insure any amount pertaining to the value of such electronic **Data** to the **Insured** or any other party even if such electronic **Data** cannot be recreated gathered or assembled.

10. Designation

For the purpose of determining the Item under which any property is insured the **Company** agrees to accept the designation under which such property has been entered in the **Insured's** books.

11. Electrical Inspection Condition

It is a condition of cover in respect of **Damage** by fire lightning and explosion that the electrical systems at the **Business Premises** of the **Insured** is inspected every five years by a certified RECI electrical contractor and any defects identified by that inspection be rectified immediately a record of such inspections shall be kept which shall be produced to the **Company** on request.

12. Explosion

In respect of any vessel, machinery, or apparatus, or its **Contents**, belonging to, or under the control of, the **Insured** which requires to be examined to comply with any statutory regulations, cover against **Damage** caused by an explosion originating therein is subject to the provision that such vessel, machinery, or apparatus shall be subject of a **Policy** or other contract providing the required inspection service.

13. Fat Frying Condition

Where deep fat frying apparatus' are used on the **Premises**, it is a condition of cover that-

- a. The frying apparatus be free from contact with all woodwork and other combustible material
- b. All extraction hoods, canopies, filters and grease traps will be cleaned at least every month and this is to be recorded in a cleaning log;
- c. All extraction ducting is to be inspected for defects and cleaned as necessary at least every 3 months and this is to be recorded in a log.
- d. A class F wet chemical fire extinguisher is installed in the vicinity of the deep fat fryer(s), in a readily accessible position

- e. A fire blanket, manufactured in accordance with BS EN 1869, be kept in the vicinity of the deep fat fryer(s), in a readily accessible position.
 - f. All deep fat fryers are to be equipped with tight fitting lids.
- In respect of (b) and (c) above, it is a condition of cover that cleaning logs be retained away from the **Premises**

14. Fire Break Doors and Shutters

It shall be a condition of cover under Sections 1-6 that all fire break doors and shutters be kept closed, except during working hours, and maintained in an efficient working order.

15. Fire Extinguishing Appliances

It shall be a condition of cover under Sections 1-6 that the **Insured**, or persons acting on behalf of the **Insured**, shall ensure that:

- a. approved fire extinguishing appliances are on the **Premises**; and
- b. an inspection of the appliances be made annually to ensure that they are in proper working order and any faults discovered are to be remedied immediately. Where the insured **Premises** is tenanted, this Condition will not be rigidly applied, but a log of periodic tests by the **Insured** must be available for inspection by the **Company**.

Provided this Section shall not be invalidated by any defect in any of the said appliances due to circumstances unknown to, or beyond the control of, the **Insured**.

16. Heating

Unless otherwise stated by Endorsement the **Buildings** are not artificially heated other than by low pressure hot water or steam, fixed oil fired space heaters fed from a fuel tank in the open, or fixed overhead gas or electric appliances.

17. Non-Standard Roofing Condition

It is a condition of the **Policy** that any flat roofing structure, or part thereof (unless entirely constructed of concrete), shall be inspected every 5 years by a qualified builder or surveyor and any defects identified during that inspection must be repaired immediately. A record of the most recent inspection must be retained by the **Insured** for inspection by the **Company** at any time.

18. Other Interests

Included as **Insureds** under Section 1, in respect of property not belonging to the **Insured**, are all parties who have an interest in such property, but only to the extent that the **Insured** have a responsibility to insure such interest.

19. Payments on Account

The **Company** may, at its discretion and if requested by the **Insured**, make monthly payments on account under Sections 1 to 6 during the **Indemnity Period**.

20. Professional Accountants

Any particulars or details contained in the **Insured's** books of account or other **Business** books, records, or documents, which may be required by the **Company** under the Claims Conditions applicable to Sections 1 to 6 for the purpose of investigating or verifying any claim under any of those Sections, may be produced by professional accountants or auditors if at the time they are regularly acting as such for the **Insured**, and their report shall be prima facie evidence of the particulars and details to which such report relates.

The **Company** will pay to the **Insured** the reasonable charges payable by the **Insured** to their professional accountants or auditors for producing such particulars or details or any other proof, information, or evidence, as may be required by the **Company** and reporting that such particulars or details are in accordance with the **Insured's** books of account or other **Business** books, records, or documents.

21. Reinstatement

If the **Company** elects or becomes bound to reinstate any **Property Insured**, the **Insured** shall at their own expense produce and give to the **Company** all such plans, documents, books, and information as the **Company** may reasonably require. The **Company** shall not be bound to reinstate exactly or completely but only as circumstances permit and in a reasonably sufficient manner and shall not in any case be bound to expend in respect of any one of the Items shown in The **Schedule** more than the **Limit of Indemnity** stated.

22. Security Protections

Where security protections are in place, it shall be a condition of cover under Sections 1, 2 and 4 that the **Insured** shall comply with the following provisions in respect of any intruder alarm installed at the **Premises**:

- a. it is regularly and efficiently maintained under a maintenance contract with an alarm company;
- b. it is brought into full and effective operation whenever the **Premises** are closed for **Business** (unless the **Premises** is tenanted, and this function cannot be controlled by the **Insured**);
- c. the alarm company is immediately advised of any apparent defect in the intruder alarm;
- d. the **Company** is notified immediately and in writing if the **Insured** receives written notification from a police authority warning of actual or intended withdrawal of response to calls from the intruder alarm;

- e. the agreement of the **Company** is obtained in writing before replacing, extending, or otherwise altering the intruder alarm if it will result in the alarm system being out of commission for a period greater than 24 hours
- f. whenever the **Premises** are left unattended the **Insured** shall ensure that:
 - i. all locks, bolts, and other protective devices are in full operation;
 - ii. details of any codes used for the operation of the intruder alarm and all keys to the intruder alarm shall be either removed from the **Premises** or placed within a locked safe or strong room, the keys to which are themselves removed from the **Premises**.

23. Uninsured Standing Charges

If any standing charges of the **Business** are not insured by Section 2 having been deducted in arriving at the **Gross Profit**, then in computing the amount recoverable hereunder as increase in cost of working, that proportion of any additional expenditure shall be brought into account as the **Gross Profit** bears to the sum of the **Gross Profit** and the uninsured standing charges.

24. Unoccupied Buildings

Unoccupied Buildings shall not be covered under Section 1 unless:

- a. notice in writing is given to the **Company** that the **Buildings** are **Unoccupied**, and payment of additional premium is made if requested by the **Company** within 30 days;
- b. the **Insured** ensures all doors and windows are fitted with good quality locks and are secured at all times;
- c. the **Insured** properly maintains perimeter fences, walls and gates;
- d. the **Insured** bricks up or boards over all unsecured doors, windows, and other openings at first and ground floor levels;
- e. the **Insured** or their appointed representative inspects the **Premises** internally and externally weekly;
- f. the **Insured** removes all combustible materials from inside and around the **Buildings** and ensures that vegetation is kept under control; and
- g. the **Insured** disconnects the gas, electricity and water services at the mains leaving only the central suppliers for security alarms and the like.

In the event of a property or part thereof becoming unoccupied, cover is automatically reduced to Fire, Lightning, Aircraft and Explosion in respect of that property, or part thereof.

25. Value Added Tax

To the extent that the **Insured** is accountable to the tax authorities for Value Added Tax all terms in this **Policy** shall be exclusive of such tax.

26. Waste Condition

- 1. **Engineering:** All swarf and other trade refuse be swept up daily, deposited in bags or bins and removed from the building at least once a week and that all oily and greasy waste and cloths be kept in metal receptacles and removed daily.
- 2. **Plastics:** All oil and / or greasy waste and used cleaning cloths which remain in the building overnight be kept in metal receptacles with metal lids and removed from the **Buildings** at least once a week. All other combustible trade waste and refuse be removed from the building every night.
- 3. **Printers:** All highly flammable solvents, inks and blanket wash are stored in a secured flammables store or metal cabinet. One working days' supply may be removed without contravening this condition. All oily solvent or ink-soaked cleaning cloths and rags must be either removed from the **Premises** at night or stored in a metal bin with closed metal lid.
- 4. **Woodworking:** All sawdust and shavings (not automatically extracted from the **Premises**) be swept up daily and bagged and removed from the **Premises** at least once per week. All other trade refuse be removed out of the building and all other communicating therewith at least once a week and that all oily and greasy waste and cloths be kept in metal receptacles and removed outside.

27. 72 Hour Clause

All claims for loss under Sections 1 and 2, arising from any one occurrence or series of occurrences, shall be adjusted as one claim and the **Excess** shall be deducted from each claim for those of the **Defined Perils** listed below

The duration of any one occurrence shall be limited to 72 consecutive hours in respect of:

- a. earthquake;
- b. storm or flood;

Provided that the **Company** shall not be liable for any loss arising from **Damage** occurring before the effective date and time of this **Policy** nor for any occurring after the expiration date of this **Policy**.

Condition Applicable to Section 3 (Money)

The consequences of a failure to comply with the conditions and provisions of the Policy may include the Policy being void or the rejection of claims or the reduction in payment on claims which are in the opinion of The Company connected with the breach.

Money Condition

It shall be a condition of cover under Section 3 that:

- a) all protections and procedures for the safety of **Money** whilst in the **Premises** undertaken at the request of the **Company** are maintained and operated;
- b) the keys for all protections, and any safes containing **Money**, are removed from the **Premises** out of **Business Hours**;
- c) the approved cash limit of each safe on the **Premises** is sufficient for the level of **Money** covered by this **Policy**. In the event that the approved capacity of a safe falls below the **Money** limit as stated on the schedule, the limit afforded herein shall reduce to the approved limit on that safe and not the limit stated within the **Schedule**.
- d) **Money** carryings are accompanied by the undernoted number of able-bodied adults and distributed equally during Transit and until disbursement:
 - i. up to €6,000 1 able bodied adult
 - ii. between €6,001 to €13,999 2 able bodied adults
 - iii. between €14,000 to €20,000 3 able bodied adults
 - iv. Over €20,000 by a specialist Security Carrier as agreed with the **Company**
- e) the times of Transit, routes and conveyances used shall be varied as far as reasonably practicable.

Conditions Applicable to Section 6 (Goods in Transit)

The consequences of a failure to comply with the conditions and provisions of the Policy may include the Policy being void or the rejection of claims or the reduction in payment on claims which are in the opinion of The Company connected with the breach.

1. Underinsurance

If at the time of **Damage** the **Limit of Indemnity** stated in the **Schedule** is less than the value of the property Insurance in **Transit**, then the **Insured** shall be considered as being the insurer for the difference and shall bear a rateable share of the loss accordingly.

2. Own Vehicle Security Requirements

In respect of any vehicle or trailer owned or operated by the **Insured**, it shall be a condition of cover for liability for **Damage** caused by or consisting of theft or attempted theft, that whenever the vehicle is not individually attended:

- a. All doors, windows and other openings are securely locked and properly fastened, and the keys removed from the vehicle
- b. Any alarm and immobiliser shall be switched on and made fully operational and outside of the working day of the driver it is either:
 - i. garaged in a securely locked building of substantial construction or
 - ii. in a compound which has secure walls and fences with all exit points secured by locked gates or
 - iii. in a permanently guarded security park

3. Goods in Transit – Bailee

Section 6 shall not insure directly or indirectly to the benefit of any carrier nor without the affirmative consent of the **Insured** to the benefit of any other bailee. The **Insured** may accept without prejudice to Section 6 the ordinary or released value of Bills of Lading of carriers as provided in their tariffs otherwise the **Insured** agrees not to enter into any special agreements with carriers or bailees releasing them from their common law or statutory liability. The **Company** shall not be liable for any loss which without its written consent has been settled or compromised by the **Insured**.

4. Goods in Transit – Valuation

Under Section 6 the valuation of the **Goods** shall be the actual invoice cost including prepaid freight and any costs and charges since shipment and all claims under this Section shall be paid on this basis. If there is no invoice the valuation of the **Goods** shall be the actual cash market value of the **Goods** on the date of loss.

General Policy Conditions

The following conditions and provisions are applicable to the whole Policy. There are additional general conditions and provisions in each section.

The consequences of a failure to comply with the conditions and provisions of the Policy may include the Policy being void or the rejection of claims or the reduction in payment on claims which are in the opinion of The Company connected with the breach.

1. Adjustments

Where the premium for this Policy is calculated on the statements and estimates furnished by the Insured, it shall be a condition that the Insured shall:

- a) keep an accurate record of all relevant particulars including but not limited to payroll and turnover (including payments to bona fide subcontractors)
 - b) at any reasonable time allow the Company to inspect such records
 - c) within 30 days of the expiry of each Period of Insurance furnish to the Company such information as the Company may require for such expired period which may include the Insured's audited accounts
- whereupon the premium for such period shall be adjusted by the Company and the difference be paid by the Insured, subject to any agreed minimum premium being retained by the Company

2. Alteration of Risk

The Insured must notify the Company as soon as possible if, during the Period of Insurance;

- a) the business is wound up or carried on by a liquidator or receiver or permanently discontinued
- b) the interest of the Insured ceases (other than by death)
- c) there is any alteration to the facts or matters set out in the Schedule or otherwise comprising the risk presentation made by the Insured to the Company at inception or renewal or variation of the Policy which materially increases the risk of loss damage cost or legal liability

Upon being notified of any such alteration the Company may at their absolute discretion;

- i. continue to provide cover under this Policy on the same terms
- ii. restrict the cover provided under this Policy
- iii. impose additional terms
- iv. alter the premium
- v. cancel the Policy

If the Insured fails to notify the Company of any material alteration of the risk the Company may;

- i. treat the Policy as if it had come to an end as at the date of the alteration of the risk, returning a proportionate amount of the premium for the unexpired Period of Insurance (always excluding the return of minimum premiums, where applicable) if the Company would have cancelled the Policy had they known of the increase in risk
- ii. treat the Policy as if it had contained such terms (other than relating to premium) or other restrictions (if any) from the date of the alteration in risk as the Company would have applied had they known of the increase in risk
- iii. reduce proportionately the amount paid or payable on any claim the proportion for which the Company are liable being calculated by comparing the premium actually charged as a percentage of the premium which the Company would have charged had they known of the increase in risk

3. Arbitration

As agreed in the Complaints Procedure section of this Policy, any dispute between the Company and the Insured, in connection with the Company's liability in respect of a claim or the amount to be paid, that cannot be resolved between the parties through dialogue and conciliation, shall in the first instance be referred to mediation for resolution.

If the dispute cannot be resolved within six months of the appointment of a mediator, or both parties agree to mediation not being an appropriate forum to resolve the dispute, then the dispute shall be referred to arbitration by a single arbitrator to be appointed jointly by the parties, or in default of agreement, to be appointed by the President of the Incorporated Law Society of Ireland. Such appointment will be in accordance with the Arbitration Act 2010. The decision of such arbitrator shall be final and binding on both parties.

If the dispute is not referred to mediation and/or arbitration within 12 months of the dispute arising, then any claim to which the dispute relates shall be deemed to have been abandoned by the Insured and shall not be recoverable thereafter.

4. Bona Fide Sub-Contractors

On each occasion where any Bona Fide Sub-Contractor is contracted by the **Insured** to perform work on the **Insured's** or their principal's behalf:

- a) the **Insured** shall obtain written confirmation that any such Bona Fide Sub-Contractor has in full force and effect a current insurance policy or policies covering Employers' Liability and Public/Products Liability for a limit of indemnity of not less than that provided by this **Policy**, and the **Insured** shall retain details of such insurances for inspection by the **Company** at any time;
- b) the **Insured** shall ensure that the Bona Fide Sub-Contractors' insurance policy has been extended to indemnify the **Insured** in respect of any liability that may attach to the **Insured** as a result of work performed by the Bona Fide Sub-Contractor on the **Insured's** or their principal's behalf.

For the purpose of this Condition, Bona Fide Sub-Contractor shall mean any company, firm, or individual, that enters into a contract with the **Insured** for services and/or supplies goods or materials in conjunction with labour, but shall not include any company, firm, or individual, entering into a contract of service supplying labour only.

5. Cancellation

It is noted and agreed that an **Insured** defined as a consumer under the Consumer Protection legislation, shall have the right to cancel this **Policy** without penalty within 14 working days after the date of being informed that the **Policy** was concluded.

This **Policy** may be cancelled:

- a) by the **Company** by giving 21 days' notice in writing to the **Insured** at their last known address.
- b) by the **Insured** by giving 21 days' notice in writing to the **Company** at the address shown in the **Policy**.

In the event of cancellation by the **Insured** under sections 1-6 of this **Policy**, the **Insured** shall be entitled to a return of premium on the following basis:

- i) Cancellation during the first 3 months – 65% return of premium; or
- ii) Cancellation from 3 months to 6 months – 40% return of premium; or
- iii) Cancellation from 6 months to 9 months -15% return of premium; or
- iv) Cancellation from 9 months to 12 months – Nil return of premium.

In both instances (a) and (b) above, the **Insureds** entitlement to a return of premium is on the basis that:

- i. there have been no claims made under the **Policy**
- ii. there are no claims under consideration by the **Company**
- iii. there have been no incidents which the **Insured** is aware of that are likely to result in a claim
- iv. the **Policy** has not been calculated on a minimum and deposit basis

For the avoidance of doubt, minimum and deposit basis shall mean that the premium calculated at **Policy** inception, and any subsequent additional premiums charged during the **Policy** term, shall be the minimum premium due to the **Company** with no return premium falling due in the event of **Policy** cancellation. The premium shall still be subject to General Policy Condition 1. *Adjustments*.

6. Cancellation by the Company for non-payment

In the event that premium payment is not paid in full by the **Insured** when due or, alternatively, the first instalment of a finance plan agreed between the **Company** and the **Insured** is not paid by the **Insured** when due, then if the premium payment concerned is not made by the **Insured** within 14 days of the issuance of a notice requiring its payment sent by registered post to the last known address of the **Insured**, the **Policy** shall be automatically cancelled ab initio. For the avoidance of doubt, ab initio shall mean from the later of **Policy** inception date or the commencement of the renewal period.

In the event that the **Insured** fails to make a part payment (subsequent to the first such part payment) on the due date pursuant to a finance or instalment plan agreed between the **Company** and the **Insured**, and if the premium payment concerned is not made by the **Insured** within 14 days of the issuance of a notice requiring its payment sent by registered post to the last known address of the **Insured**, the **Policy** shall be automatically terminated from that date.

7. Choice of Law

This **Policy**, including all terms, Exceptions, Conditions, endorsements or limitations is to be governed by and construed in accordance with the law of the Republic of Ireland. The Courts of the Republic of Ireland alone shall have sole jurisdiction in any dispute arising under this **Policy**, its construction or in connection with its subject matter whether arising in contract or otherwise

8. Contribution

Liability Sections

If at the time of **Bodily Injury** or **Damage to Property** under the Liability Sections of this **Policy** there is any other insurance **Policy** or policies effected by or on behalf of the **Insured** covering **Bodily Injury** or **Damage to Property**, the liability of the **Company** will apply in excess of and not as contributory with such other **Policy**.

In the event that the other insurance **Policy** or Policies contain a corresponding condition, the **Company** agree to the principal that the more specific insurance **Policy** in force shall operate first.

Damage to Insured Property

If at the time of **Damage** to any **Property Insured** there be any other insurance **Policy** or policies effected by or on behalf of the **Insured** covering any property destroyed or **Damaged**, the liability of the **Company** hereunder will be limited to its rateable proportion of such **Damage**.

If any such other insurance **Policy** or policies shall be subject to any Condition of Average, this **Policy**, if not already subject to any Condition of Average, shall be subject to Average in like manner.

If any other insurance **Policy** or policies effected by or on behalf of the **Insured** is expressed to cover any property hereby insured, but is subject to any provision whereby it is excluded from ranking concurrently with this **Policy**, either the whole or in part, or from contributing rateably to the **Damage**, then the liability of the **Company** hereunder shall be limited to the proportion of the **Damage** which the sum under this **Policy** bears to the value of the **Property Insured**.

Business Interruption

If at the time of **Damage** to any **Property Insured** there be any other insurance **Policy** or Policies effected by or on behalf of the **Insured** covering any matter for which the **Company** is liable under this **Policy**, then the liability of the **Company** will be limited to its rateable proportion of the loss.

9. Fraud

The right to an indemnity under this **Policy** shall be forfeited if a claim is fraudulent in any respect.

10. Excess

All claims under Sections 1 to 9 of this **Policy** for loss arising out of any one occurrence, or series of losses arising out of one occurrence, shall be adjusted separately and from the amount of each adjusted loss by the amount stated in the **Schedule** as the **Excess** for the relevant Section and shall be deducted after application of the terms, Conditions, and provisions of this **Policy** including any Condition of Average. The Limit(s) of Indemnity and inner **Limits of Indemnity** are inclusive of the **Excess**.

11. Inspection and audit (risk survey)

The **Company** or an appointed agent of the **Company** may at **Our** discretion survey the risk **Insured** or inspect the **Insured's** property and operations at any time given reasonable notice, the findings of which survey or inspection shall be satisfactory to the **Company**.

Following receipt of a survey which raises concerns, the **Company** shall have the right to:

- a. alter or amend the terms and/or conditions of the **Policy** and
- b. to require as a condition of cover that the **Insured** complies with the Risk Improvement requirements of the Surveyor within the time period advised.

12. Minimum and Deposit Premium

Where the **Company** agrees to offer terms on a minimum and deposit premium basis the minimum premium payable shall always be 100%.

13. Misrepresentation or Non-Disclosure

This **Policy** shall be voidable by the **Company** and all benefit forfeited in the event of any misrepresentation, mis-description or non-disclosure of any material fact by the **Insured** or any servant or agent or employee of the **Insured**, other than where the **Policyholder** is a **Consumer** in which case the applicable remedy will depend on whether the misrepresentation was: (a) innocent (one that was neither negligent nor fraudulent) (b) negligent or (c) fraudulent as provided for under the Consumer Insurance Contracts Act 2019.

14. Non-Assignment

The **Insured** may not assign or otherwise transfer any of its rights, benefits or obligations under the **Policy** and/or the **Policy** itself without the prior written consent of the **Company**.

15. Observance of Conditions

The consequences of a failure to comply with the conditions and provisions of the **Policy** may include the **Policy** being void or the rejection of claims or the reduction in payment on claims which are in the opinion of the **Company** connected with the breach.

16. Operation of the Policy

This **Policy** and its terms, including the **Schedule**, Definitions, Sections, Extensions, Exceptions, Conditions, and Endorsements, shall be read together as one contract. Any word or expression to which a specific meaning has been attached in any part of this **Policy** shall bear that meaning wherever it may appear unless such meaning is stated only to apply to a specific part of the **Policy**.

Headings in this **Policy** are included for convenience only and do not affect the construction of it.

17. Previous Incidents

The **Insured** must advise the **Company** of all incidents which gave rise to a claim or may give rise to a claim on expiring policies, or which would have given rise to a claim on this **Policy** had it been in place at the time of the incident, the circumstances of which are known to the **Insured** at the inception of this **Policy**.

18. Reasonable Precautions

The **Insured** shall:

- a. take reasonable precautions to prevent **Damage, Business Interruption, Bodily Injury, Nuisance**, accidents or loss or **Damage** to material property
- b. maintain all property insured in good condition
- c. at all times exercise reasonable care to prevent accidents
- d. maintain in proper repair its **Premises**, plant, vehicles and anything else used in connection with the **Business**.
- e. employ only competent **Employees** and act in accordance with all statutory obligations and regulations.
- f. make good or remedy any defect or danger which becomes apparent, or take such additional precautions, as the circumstances may require.
- g. take reasonable steps to comply with all applicable laws, statutory enhancements, local authority bye-laws, regulations, obligations and requirements.

19. Rights of Recovery and Recourse Condition

It shall be a condition of cover under this **Policy** that the **Insured** shall fully maintain its rights of recovery or recourse against all suppliers of materials, goods and services and any other party with whom it contracts (or any other party against whom it may have such rights of recovery or recourse) and it must ensure that all such rights are not waived or limited in any way either verbally or in writing, unless with the prior approval of the **Company**.

20. Safety Statement Condition

It shall be a condition of cover under this **Policy**, and where required by law, that the **Insured** shall have a Safety Statement the content of which is in accordance with the requirements of section 20 of the Safety, Health and Welfare at Work Act 2005.

21. Sanctions Limitation Clause

The **Company** shall not be deemed to provide cover and the **Company** shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the **Company** 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 the United States of America.

22. Stamp Duties Consolidation Act 1999

The stamp duty has been or will be paid in accordance with the provisions of Section 5 of the Stamp Duties Consolidation Act 1999.

23. Subrogation

Any claimant under this **Policy** will at the request and expense of the **Company**, take and permit to be taken, all necessary steps for enforcing rights against any other party in the name of the **Insured**, before or after any payment is made by the **Company**.

The **Company** shall be entitled, at its absolute discretion, to take over and conduct in the name of the **Insured**, the defence or settlement of any claim and to prosecute at its own expense and for its own benefit, any claim for indemnity or damages against any other person or persons.

24. The Insurance Act 1936

In accordance with section 93 of the Insurance Act 1936, or any subsequent legislation it is understood and agreed that all monies which become, or may become, due and payable by the **Company** under this **Policy** shall be payable and paid in the Republic of Ireland.

Data Protection Notice

This section is in relation to how MX Underwriting Europe handles **Your** data.

We collect and use relevant information about **You** to provide **You** with insurance and to meet **Our** legal obligations. This information includes **Your** name, address and contact details and other information **We** collect about **You** and may include sensitive information about **You** such as health information and any criminal convictions **You** may have.

By taking out an insurance policy via MX Underwriting Europe with the insurers on behalf of which **We** act or by giving **Us Your** personal information, **You** will be agreeing that **We, Our** agents, the insurers on behalf of which **We** act and the other people **We** describe in this notice may process this information.

Who is responsible for **Your** personal information?

MX Underwriting Europe is a 'data controller' for personal information held under the Data Protection Act 1988 to 2018 or similar provision applying in any amending or replacing legislation. This means **We** have certain responsibilities to protect **Your** information.

You should show this notice to anyone who may also be covered by or whose information may be shared by **You** in connection with **Your** insurance policy and make sure that **You** have their permission to share their information with **Us**.

Purpose for processing **Your** data:

To arrange, provide advice and/or to recommend insurance products

- the underwriting (assessment and pricing) of the risk proposed;
- the administration of the policy;
- the assessment and processing of claims or loss prevention assistance to **Policyholders** (Risk Management)
- compliance with regulatory, legal, and tax laws and regulations; including sanctioned persons and other, and
- statistical exercises (pricing/risk performance observation).

We will use the information **You** provide, or **We** collect, to manage and handle **Your** insurance queries, applications and any policy and related claims.

To provide **You** with products and services, **We**, the insurers on behalf of which **We** act (or **Our** agents or subcontractors), hold information in **Our** systems.

We and the insurers on behalf of which **We** act may use **Your** personal information for **Our** business processes and activities including analysis, review, planning and business transactions, dealing with insurance or legal claims, and so **We** can meet **Our** legal and regulatory responsibilities.

We may record or monitor phone calls to protect **You** and for training and quality purposes.

Sensitive details:

In certain circumstances **We** may need **Your** consent to collect and process sensitive personal information (such as information about physical or mental health or medical conditions, criminal convictions and pending proceedings, and bankruptcy or debt details) about **You** and others named on the insurance policy and other people involved in a claim.

Where **We** need **Your** consent, **We** will ask **You**. **You** do not have to give **Your** consent and **You** may withdraw **Your** consent at any time. However, if **You** do not give **Your** consent, or **You** withdraw consent this may affect **Our** or the Insurers ability to provide the insurance cover to **You** or ability to handle **Your** claims.

Credit-reference checks and fraud-prevention, anti-money laundering and counter-terrorism financing checks:

We may check the information **You** provide against other information available to the public (such as on the electoral roll and court judgments, bankruptcy or repossession and other insurance industry databases, and this may involve carrying out bankruptcy/judgment debt checks, fraud prevention, anti-money laundering and counter terrorism financing checks, subject to data protection law and with **Your** consent if required).

We may share the results of these checks with the insurers on behalf of which **We** act and their agents, credit-reference agencies, fraud-prevention agencies and others concerned with fraud, the Garda Síochána, the police and other law-enforcement agencies, government agencies or regulatory authorities.

We may use this information to help **Us** assess risk and credit and in **Our** insurance decisions and to meet **Our** legal and regulatory responsibilities.

Statistics:

We may amend personal information so that **You** cannot be identified. That information will then not be covered by this notice or data-protection law. **We** may use it for insurance administration purposes including analysing trends, carrying out actuarial work, planning how **We** deliver services, assessing risk, costs and charges.

What details do **We** share, who with and why?

We may pass information about **You** and **Your** claims history to:

- a. **Our** agents and service providers, the insurers on behalf of which **We** act and other insurers, either directly or through people acting for **Us** and them (such as loss adjusters or private investigators and solicitors);
- b. any agent acting for **You**;
- c. recognised trade, governing and regulatory organisations **We** belong to or are governed by; • the police, other law-enforcement agencies, government agencies or regulatory authorities, and any other person or organisation if this is needed by law; and
- d. any other person, where necessary, to perform any insurance contract with **You**, so **We** can protect ourselves from risk or to make sure **We** meet with regulations or good governance.

Insurance Link:

We or the insurers on behalf of which **We** act may share information with the Insurance Link database, run by Insurance Ireland. This information includes identification details and the nature of any damage suffered by anyone involved in a claim, in some cases including types of injuries. This information may be shared with other insurers and/ or statutory authorities.

The purpose of engaging in this insurance industry service is to help **Us** authenticate information provided to prevent fraud and protect customers and to assess information at underwriting stage. This helps prevent multiple claims on the same injury or damage, assists in investigating fraud and the integrity of information provided.

Where previous claims are identified through Insurance Link, the insurers on behalf of which **We** act and other insurers may exchange additional information on those claims, more information is available on Insurance Link at their website, www.inslink.ie

How long do **We** keep **Your** Personal Data for?

We will keep **Your** Personal Data for as long as reasonably necessary to fulfil the purposes and to comply with **Our** legal and regulatory obligations.

This will involve retaining some of **Your** Personal Data for a reasonable period of time after **Your** policy or **Your** relationship with **Us** has ended or after **Your** claim is closed.

If **You** would like further information about the periods for which **Your** personal data will be stored, please contact **Us** at icook@mxunderwriting.com.

We also retain certain limited details beyond the above time periods in order to validate and handle any claims **We** receive after the statute of limitations has expired (late claims) and any claims **We** receive where the claimant was not aware of the damage until a long time after it was caused (latent claims). In these circumstances **We** retain information such as the policyholder's name, policy start and finish dates and cover details.

For late claims **We** will hold the data for a period of up to 25 years from the lapse or cancellation date of **Your** policy or from the completion of a claim. For latent claims **We** will hold the data for up to 60 years from the lapse or cancellation date of **Your** policy. In both cases, the data will only be used in the event that a new claim is made by or against **You**

Where are **Your** details sent?

Your personal information, including sensitive personal information may be transferred to countries outside the European Economic Area including to **Our** agents and service providers. **We** aim to make sure that the level of protection which applies to **Your** personal information processed in these countries is similar to that applicable in the Republic of Ireland, for example, by using appropriate data transfer agreements.

Contacting **You**:

We will in all normal circumstances contact **You** via **Your** appointed Insurance Broker. **We** may on occasion require to contact **You** directly. In the event that **We** need to contact **Your** directly, this contact may be made by a number of communication methods in addition to traditional correspondence, by phone, email, text message or through digital and/ or other remote applications.

Why might **We** contact **You**?

We might contact **You**:

to ask for **Your** feedback or views on the products and services **We** provide; or

where there is another genuine reason for doing so.

More information and contacting **Us**:

You can ask **Us** for a copy of the information **We** hold about **You** by writing to **Our** Managing Director. Please allow up to 30 days for **Us** to send this information to **You**. **You** may also ask **Us** to change or delete any information **We** hold about **You**.

For a full copy of this notice, including more details on how **We** may use **Your** personal information for credit-reference and fraud-prevention purposes, please see the Security and Privacy Statement, which **You** can view by visiting www.mxunderwriting.eu. If **You** want to ask for a hard copy or have any questions about this notice, please contact **Us**.

Details about **Our** and the insurers on behalf of which **We** act obligations to **You** regarding **Your** information is contained in the Data Protection Commissioner's Code of Practice on Data Protection for the Insurance Sector which **You** can view by visiting www.dataprotection.ie

Specialist Risk Europe Limited, trading as The Underwriting Exchange, MX Underwriting Europe, and The MPLC is regulated by the Central Bank of Ireland. We are also authorised and regulated by the Financial Conduct Authority (FRN 989072). Registered Office: 16 Fitzwilliam Place, Dublin 2,. Registered in Ireland: No. 435879. Directors: A Butler, K Dignam, W Downey (UK), L Gilton, S O'Connor. The company has a UK establishment The St Botolph Building, 138 Houndsditch, London, EC3A 7AW under number BR009857.

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