



IPB Insurance

Charity, Community & Voluntary Scheme

POLICY FORM CCV 2026.04

Table of Contents

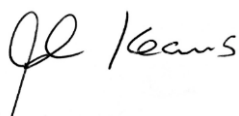
Introduction	3
Definitions	5
Claims Conditions	6
General Conditions.....	9
General Exclusions	11
Section 1 Material Damage	15
Section 2 Business Interruption.....	35
Section 3 Liabilities.....	42
Section 5 Legal Protection	48
Section 8 Personal Accident.....	51
Section 13 Management Liability	53
Data Protection Notice	70
Complaints Procedure	70

Please note that we use common numbers across all sections in commercial policies, which is why the section numbers in this policy are not in sequence. The missing sections do not apply to this policy cover.

Introduction

IPB Insurance Company Limited by Guarantee trading as IPB Insurance and the Insured agree that:

- (a) This Policy is a contract of insurance between the Insured and the Insurer. The policy wording Policy Schedule and any endorsements must be read together and unless stated to the contrary in the Policy any word or expression to which a specific meaning has been attached therein shall bear such specific meaning wherever it may appear.
- (b) Any information provided by or on behalf of the Insured and agreed by the Insurer shall be relied upon to inform the assessment and acceptance of this risk.
- (c) The Insured will pay the premium and the Insurer will subject to the terms and conditions herein provide insurance in the manner and to the extent provided herein for the Period of Insurance.
- (d) In accordance with Section 93 of the Insurance Act 1936 it is understood and agreed that all monies which become or may become due and payable by the Insurer under this Policy shall be payable and paid in the Republic of Ireland.
- (e) The appropriate Stamp Duty has been or will be paid to the Revenue Commissioners in accordance with the Stamp Duties Consolidation Act 1999 Schedule 1 (as amended).



Signed for and on behalf of the Insurer

John Kearns
Chief Executive

IPB Insurance Company Limited by Guarantee trading as IPB Insurance is regulated by the Central Bank of Ireland. Reg. No. 7532 Republic of Ireland.

This Policy

In addition to the Standard Exclusions, Conditions, Clauses, Memoranda, Provisions limiting cover in the individual Sections of the Policy, the insurance cover described in any of the said Sections is also subject to the General Exclusions and Conditions contained in this Policy wording.

Limits of liability referred to in the Policy as being “the amount stated in the Schedule” are intended to refer to that part of the Schedule which corresponds with the Section of the Policy where the reference occurs.

In this insurance

- (a) the singular includes the plural and vice versa
- (b) words importing a gender include every other gender
- (c) references made to any act or law include any rules or regulations promulgated thereunder and any re-enactment replacement amendment or modification thereof in whole or in part and whether before or after the date of this insurance
- (d) the titles of paragraphs sections subsections provisions or endorsements to this Policy are intended for convenience and reference and are not deemed in any way to limit or expand the provisions to which they relate and they are not part of the Policy.

Governing Law

The interpretation of this Policy, or any issue relating to its construction, validity or operation, is governed by the laws of the Republic of Ireland. The parties agree to submit to the exclusive jurisdiction of the Courts of the Republic of Ireland.

Cooling Off Period

If the Insured is a consumer, or where provided for under the policy terms and conditions, and provided the Insured has not made a claim under the Policy, the Insured has the right to cancel the Policy from inception within 14 days of the ‘Cooling Off Period’ being the latest of:

1. The inception date of cover; or
2. The date on which the Insured receives the full terms and conditions of the Policy

The Insured may exercise this right by giving the Insurer notice in writing, quoting your policy number. Should the Insured exercise this right, the Insurer will refund to the Insured any part of the premium paid for the unexpired Period of Insurance.

Difference in Cover and Difference in Limits

In respect of any claim notified to Us and where the insurance provided by this Policy is not as broad as, or does not provide any sub-limits or any inner limits that are as high as, the Previous Policy, We will at Your request indemnify You or pay Your loss to the same extent as the insurance which would have been provided by the Previous Policy subject otherwise to the exceptions stated below

This extension will only apply

- (a) where You supply Us with a copy of the Previous Policy when first making a claim under this extension
- (b) for a period of 12 months following first inception of this Policy

Provided that We will not indemnify You or pay Your loss under this extension in respect of

- (i) any differences in cover between the Previous Policy and this Policy which exist because You have requested Us to change delete or reduce cover or any limits
- (ii) any cover that We have agreed with You will not be carried through from the Previous Policy and of which We advised You prior to and/or at inception of this Policy
- (iii) any differences between this Policy and the Previous Policy which You are notified of by Us at inception
- (iv) any cover in respect of motor vehicles trailers or plant in circumstances where compulsory insurance or security is required by any road traffic legislation other than as described in this Policy

For the purpose of this extension, Previous Policy means the Aviva Trademark insurance policy (including its Schedule and endorsements) in force for the period of insurance immediately prior to the inception date of this Policy.

Definitions

The following definitions apply to all Sections other than Section 13 - Management Liability

Business

Business means that as detailed in the Policy Schedule.

Damage

DAMAGE means accidental physical loss destruction of, or physical damage to the Property Insured.

Employee

Employee means any person

- (a) under a contract of service or apprenticeship with the Insured
- (b) hired to or borrowed by the Insured (including volunteers)
- (c) undertaking work experience with the Insured
- (d) who is self-employed whilst under the direct control and supervision of the Insured.

Excess

In respect of Section 3 (Liabilities) - Excess means the amount, as stated herein or in the Policy Schedule, to be borne by the Insured in respect of each and every event.

In respect of all other Sections - Excess means the amount, as stated herein or in the Policy Schedule, to be borne by the Insured in respect of each and every loss.

Insured/You/Your

Insured/You/Your means the insured party named and shown on the Policy Schedule.

Insurer/We/Us

Insurer/We/Us means IPB Insurance.

Period of Insurance

Period of Insurance means the period from the Effective Date in the Schedule to the date immediately prior to the Renewal Date and any subsequent period for which the Insured has paid or agreed to pay and the Insurer has accepted or agreed to accept the premium.

Person Insured means the Insured or a partner or director or employee of the Insured aged not less than 16 years nor more than 70 years.

Policy

Policy means this contract of insurance comprising the policy wording or policy booklet, Policy Schedule any operative endorsements.

Policy Schedule or Schedule

Policy Schedule or Schedule means the separate document called 'Policy Schedule' which contains particulars personal to the Insured's insurance protection including the levels of cover operative under each Section of the policy.

SEE SECTION 13 MANAGEMENT LIABILITY FOR DEFINITIONS SPECIFIC TO THAT SECTION.

Claims Conditions

These Claims Conditions apply to all Sections other than Section 13 Management Liability.

Action by Insured

The Insured shall on the happening of any event which could give rise to a claim under this Policy-

- I (a) give immediate notice in writing to the Insurer and in respect of any occurrence giving rise to or which might give rise to injury inform the Insurer immediately within 14 days of the happening of such occurrence
 - (b) give immediate notice to the Garda Síochána in respect of -
 - (i) loss or damage by stealing or any attempt thereat
 - (ii) loss of Money by any cause whatsoever
 - (iii) loss or damage by malicious persons
 - (c) make no admission of liability or offer promise or payment without the Insurer's written consent
 - (d) carry out no alteration or repair as far as practicable until the Insurer has had an opportunity of investigating
 - (e) inform the Insurer immediately within 14 days of any impending prosecution inquest or fatal inquiry or civil proceedings and send to the Insurer immediately within 14 days every relevant document or correspondence received
 - (f) take all reasonable action to minimise or check any interruption of or interference with the business
 - (g) produce to the Insurer such books of account or other business books or documents or such other proofs as may reasonably be required by the Insurer for investigating or verifying the claim
 - (h) in respect of loss or damage to the property insured deliver to the Insurer at his/her own expense claim in writing with such detailed particulars receipts and proofs as may be reasonably required and (if demanded) a statutory declaration of the truth of the claim and any matters connected therewith within -
 - 30 days of the expiry of the Indemnity Period - Section 2 (Business Interruption)
 - 7 days of the event - In respect of Riot Civil Commotion Strikers Locked-Out Workers (Contingency F of Section 1)
 - 30 days of the event - All other claims or such further time as the Insurer may in writing allow
 - (i) if requested by the Insurer the Insured shall supply at his/her own expense all certificates and information and evidence required by the Insurer and the Person Insured shall as often as required submit to medical examination on behalf of the Insurer at its own expense.
- 2 In regard to Legal Protection please refer to Section 5 of this policy.
 - 3 The Insured shall fully cooperate with the Insurer and/or any of the Insurer's legal representatives or appointed agents in the verification, investigation and conduct of any claim.

SEE SECTION 13 MANAGEMENT LIABILITY FOR CLAIMS CONDITIONS SPECIFIC TO THAT SECTION.

Insurer's Rights

Control of Claims

The Insurer shall be entitled

- (a) on the happening of loss or damage to the property insured to enter take and keep possession of any building where loss or damage has happened and to take and keep possession of the property insured and to deal with the salvage in a reasonable manner without thereby incurring any liability and without diminishing the right of the Insurer to rely on any conditions of this Policy and this Policy shall be proof of leave and licence for such purpose
- (b) at its 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 persons and the Insured shall give all information and assistance required
- (c) to any property for the loss of which a claim is paid hereunder and the Insured shall execute all such assignments and assurances of such property as may be reasonably required but the Insured shall not be entitled to abandon any property to the Insurer
- (d) to pay to the Insured the maximum sum payable under Section 3 (Liabilities) in respect of any one claim or series of claims arising out of one cause or any lesser sum for which the claim or claims arising from such cause can be settled and the Insurer shall not be under any further liability in respect of that occurrence except for the payment of costs and expenses of litigation incurred prior to such payment
- (e) in the case of death of the Person Insured to have a post-mortem examination at its own expense.
- (f) Where the Insurer agrees to pay the Insured under Section I the Insurer reserves the right to make staged payments as works progress and to withhold final payment until the repair replacement or reinstatement work is complete the final invoice is submitted and if required the final inspection is completed by the Insurer or their appointed representatives. The percentage of the final payment withheld shall not exceed
 - (i) where the claim amount is less than €40,000 – 5% of the overall settlement amount
 - (ii) where the claim amount if €40,000 or more – 10% of the overall settlement amount.

SEE SECTION 13 MANAGEMENT LIABILITY FOR CLAIMS CONDITIONS SPECIFIC TO THAT SECTION.

How To Deal With a Claim

These notes are not part of the contract of insurance but are a guide to help you if you have a claim. If you know, or think it possible, that the damage or injury is severe, or even if you just want to speak to someone about it, please phone your broker or IPB Insurance immediately. Prompt notification by you or your insurance adviser, to us, of all losses and injuries which might result in a claim is important.

Otherwise, where your property has been lost stolen or damaged:

Glass breakage

If the damage occurs when your premises are closed the Garda Síochána may make immediate arrangements for the broken window(s) to be boarded up. If this hasn't been done you should immediately make arrangements for boarding up or immediate replacement of the broken glass. You should also give immediate notice of the breakage to your broker or IPB Insurance.

Other damage notification

Please write to your broker or IPB Insurance immediately giving as much detail as you can. If property has been stolen mislaid or damaged by thieves inform the Gardaí immediately.

Repairs / replacements

Estimates should be forwarded as soon as possible to your broker or IPB Insurance but if these cannot be sent within thirty days of the loss or damage let them know the position.

Other action

Do what you can to prevent further loss or damage and minimise any interruption to your business.

Notification of injury

Where an employee has been injured or a member of the public has been injured and/or his/her property has been damaged, please write to your broker or IPB Insurance immediately, giving as much detail as you can. Where an employee is included in your Personal Assault cover, please arrange for a doctor's certificate to be submitted if absence from work is likely to exceed one week.

Admission of liability / preservation of salvage

The law of liability is complex so do not admit liability even if you think you may be to blame. Leave it to us to sort this out later. Any broken plant or equipment involved in the accident should be retained in a safe place.

Claim forms

Whenever a claim form is sent to you by IPB Insurance in response to your notification of loss damage or injury please complete it and return it to your broker or IPB Insurance as soon as possible.

General Conditions

These General Conditions apply to all Sections other than Section 13 Management Liability.

Observance of conditions

- 1 The Insured or any other person on whose behalf payment is claimed must observe the terms and conditions of this Policy insofar as they apply. The Insured must observe and fulfil the terms provisions and conditions so far as they relate to anything to be done or complied with by the Insured.

Subrogation

- 2 Any claimant under this Policy shall at the request and at the expense of the Insurer do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by the Insurer for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which the Insurer shall be or would become entitled or subrogated upon its paying for or making good any destruction loss damage accident or injury under this Policy whether such acts and things shall be or become necessary or required before or after their indemnification by the Insurer.

Duty of Disclosure and Alteration of Risk

- 3 Any questions the Insurer asks of the Insured are important and the Insured's answers will inform the Insurer's assessment and acceptance of the risk and the calculation of the premium to be charged. The Insured has a duty to answer all questions honestly and with reasonable care.

At renewal, the Insurer may provide the Insured with details of information that the Insured has previously disclosed and ask the Insured to update the information. Where the Insured does not provide and new information to the Insurer, but pays the renewal premium, it is presumed that the information previously provided has not changed.

In the event of a fraudulent misrepresentation made by or on behalf of the Insured, the Insurer will be entitled to avoid this insurance contract resulting in the cancellation of the Policy and non-payment of claims.

Any other misrepresentation made by or on behalf of the Insured, other than one made innocently, will entitle the Insurer to take proportionate action to reflect what the Insurer would have done had the Insurer been aware of the full facts.

Proportionate action could include changes to the Policy terms and conditions or a reduction on the amount the Insurer pays in respect of a claim to reflect the higher premium that would otherwise have been charged.

In certain circumstances, the Insurer may be entitled to avoid this insurance contract resulting in the cancellation of the policy and non-payment of claims.

If this Policy is avoided or cancelled by the Insurer, this may result in the Insured having difficulty in trying to purchase insurance elsewhere. A failure to have property insurance in place could lead to a breach of the terms and conditions attaching to any loan secured on your property.

If the Insured is not sure whether to tell the Insurer about a change in respect of the Insured's circumstances, the Insured should contact their broker immediately.

The Insured must tell the Insurer in writing immediately if there is an alteration to the risk that would result in the risk no longer reflecting that which was represented to, assessed and accepted by the Insurer when this contract of insurance was effected.

This Policy shall cease immediately if and when the Business is wound up or carried on by a liquidator or a receiver is permanently discontinued.

Unless agreed otherwise in writing by the Insurer, cover under this Policy shall automatically cease if, during the Period of Insurance, the Insured, other than by death ceases to have a factual expectation of either:

- (a) an economic benefit from the preservation of the subject matter or
- (b) an economic loss on its destruction damage or loss.

Cancellation

- 4
 - (i) The Insurer may cancel this Policy by sending 10 days' notice by registered post to the Insured at their last known address and in such event the Insured shall become entitled to the return of a proportionate part of the premium corresponding to the unexpired Period of Insurance.
 - (ii) The Insured may cancel this Policy **after** the "Cooling Off Period" by giving the Insurer written notice and provided that there have been no:
 - i. claim(s) made under the policy for which the Insurer have made a payment

- ii. claim(s) made under the policy which are still under consideration
- iii. incident(s) which the Insured is aware of and are likely to give rise to a claim which has already been or is yet to be reported to the Insurer

during the current Period of Insurance, the Insurer will refund to the Insured a proportionate part of the premium paid for the unexpired period.

For information on how to cancel within the “Cooling Off Period” please read page 4

Reasonable precautions

- 5 The Insured must take all reasonable care to prevent death bodily injury shock illness disease loss or damage and to maintain all vehicles premises plant and everything used in the business in proper repair and to act in accordance with all statutory obligations and regulations including the Statutory Inspection of all lifting plant passenger lifts and steam pressure vessels.

The Insured must immediately make good or remedy any defect or danger which becomes apparent or take such additional precautions as the circumstances may require.

Dispute Resolution

- 6 All matters of difference between the Insured and the Insurer arising out of or in connection with this insurance, including any matter regarding the existence of this Policy any conflict of interest or disclaimer of liability or indemnity will be referred in the first instance to Mediation. However, it is noted and agreed that Mediation is a voluntary process which may be declined by either the Insured or the Insurer.

1 If Mediation is agreed upon:

- (a) The matter in dispute must be referred to Mediation within 12 months of it so arising. Otherwise, any claim made of the Insurer by the Insured shall be deemed to be abandoned absolutely and irrevocably by the Insured and shall not be recoverable thereafter.
- (b) If the choice of a Mediator willing and available to accept appointment cannot be agreed between both parties within 30 days of the referral to Mediation, then both parties will accept a Mediator nominated by the Irish Commercial Mediation Association.
- (c) If the matter in dispute is not resolved through Mediation the dispute or difference arising shall be referred to Arbitration within 30 days of the holding of the Mediation.

2 If Mediation is not agreed upon:

- (a) The matter in dispute will be referred to Arbitration.
- (b) The matter in dispute must be referred to Arbitration within 12 month of it so arising. Otherwise, any claim made of the Insurer by the Insured shall be deemed to be abandoned absolutely and irrevocably by the Insured and shall not be recoverable thereafter.

In either case

- (a) If the choice of an Arbitrator willing and available to accept appointment cannot be agreed between both parties within 30 days the President for the time being of the Incorporated Law Society of Ireland will be asked to make such an appointment.
- (b) The decision of the Arbitrator shall be final and binding on both the Insured and the Insurer.

Other Insurances - not applicable to Section 3 (Liabilities)

- 7 If at the time of any loss damage or occurrence there is any other insurance or indemnity effected by or on behalf of the Insured applicable to such event the liability of the Insurer shall be limited to its rateable proportion. If any other such insurance or indemnity is subject to any provision whereby it is excluded from ranking concurrently with this Policy whether in whole or in part or from contributing ratably then the liability of the Insurer shall be limited in respect of any loss damage or occurrence to any excess beyond the amount which would be payable under such other insurance or indemnity had this Policy not been effected.

Fraud and Misrepresentation

- 8 The Insured may lose all benefit under this Policy if any claim is fraudulent in any way or if the Insured or anyone acting on their behalf has used any type of fraud relating to this insurance Policy (this includes exaggerating a claim, making a claim which is in any way false, or use of any false or stolen documents when making a claim).

In the event of any fraud relating to this insurance Policy the Insurer may cancel the Policy and retain the premium paid.

*Please note that some General Conditions have been removed and as such do not appear in the above section.

SEE SECTION 13 MANAGEMENT LIABILITY FOR GENERAL CONDITIONS SPECIFIC TO THAT SECTION.

General Exclusions

These General Exclusions apply to all Sections other than Section 13 Management Liability.

This Policy does not cover or indemnify the Insured in respect of

Radioactive Contamination

- I (a) loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
 - (b) any liability of whatsoever nature
- directly or indirectly caused by or contributed to by or arising from
- (i) ionising radiation from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
 - (ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
 - (iii) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
 - (iv) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter

Consequential Loss (applicable to Sections 1 and 2)

- 2 Consequential Loss unless otherwise specifically stated in the Schedule.

War and Kindred Risks

- 3 Any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event
 - (a) war, invasion, act of foreign enemy, hostilities or war like operation or operations (whether war be declared or not), civil war, civil commotion assuming the proportions of or amounting to an uprising, insurrection, rebellion, revolution, military or usurped power, mutiny or military uprising or martial law
 - (b) any action taken in controlling, preventing, suppressing or in any way relating to (a) above

Sonic bangs (applicable to Sections 1 and 2)

- 4 loss destruction or damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

Terrorism

- 5 Loss, damage, cost or expense of whatsoever nature directly or indirectly
 - (i) caused by, resulting from or in connection with any Act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.
 - (ii) caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any Act of Terrorism.
 - (iii) arising out of biological, nuclear or chemical Contamination due to any Act of Terrorism

For the purpose of this exclusion,

Act of Terrorism means an act, including but not limited to the use of force or violence and/or 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, ethnic or similar purposes, reasons including the intention to influence the government and/or to put the public or any section of the public, in fear

Contamination means the contamination, poisoning, or prevention and/or limitation of the use of objects due to the effects of chemical, nuclear and/or biological substances.

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

Pollution (applicable to Sections 1 and 2)

- 6 loss or destruction or damage caused by pollution or contamination but this shall not exclude DAMAGE to the Property Insured not otherwise excluded caused by
 - (i) pollution or contamination which itself results from a DEFINED CONTINGENCY
 - (ii) a DEFINED CONTINGENCY which itself results from pollution or contamination.

Changes in water table levels (applicable to sections 1 and 2)

7 loss (including consequential loss) destruction or damage attributable solely to change in the water table level.

Date recognition

8 liability in respect of any claim of whatsoever nature which arises directly or indirectly from or consisting of the failure or inability of any

(a) electronic circuit microchip integrated circuit microprocessor embedded system hardware software firmware programme computer data processing equipment telecommunication equipment or systems or any similar device

(b) media or systems used in connection with any of the foregoing

whether the property of the Insured or not at any time to achieve any or all of the purposes and consequential effects intended by the use of any number symbol or word to denote a date including without limitation the failure or inability to recognise capture save retain or restore and/or to correctly manipulate interpret transmit return calculate or process and date data information command logic or instruction as a result of

(i) recognising using or adopting any date day of the week or period of time otherwise than as or other than the true or correct day of the week or period of time

(ii) the operation of any command or logic which has been programmed or incorporated into anything referred to in (a) and (b) above.

Exception to Date recognition

Provided always that this exclusion shall not apply to:

1 Subsequent damage to or loss or destruction of property owned by in the possession of or held in trust by the Insured and / or the Insured's consequential loss arising from loss or destruction of or damage to any property if directly caused by

Fire lightning explosion aircraft and other aerial devices dropped therefrom riot civil commotion strikers locked out workers persons taking part in labour disturbances malicious persons other than thieves earthquake storm flood escape of water from any tank apparatus or pipe impact by any road vehicle or animal or stealing only where these covers are provided by the Policy

The foregoing exception to this Date recognition exclusion will not apply to any claim from any legal liability legal cost or expense of the Insured

2 Death bodily injury shock illness or disease of any Employee of the Insured if such death bodily injury shock illness or disease arises out of or in the course of such person's employment

Confiscation (applicable to Sections 1 and 2)

9 loss destruction or damage occasioned by nationalisation confiscation requisition seizure or destruction by the government or any public authority

Cyber Risk

10 A (applicable to Sections 1 (Material Damage) and 2 (Business Interruption))

1 Any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with a Cyber Incident. Or the fear or threat (whether actual or perceived) of a Cyber Incident, regardless of any other cause or event contributing concurrently or in any other sequence thereto including, without limitation to the scope of the foregoing, any action taken in controlling, preventing, suppressing or remediating any Cyber Incident.

2 This endorsement supersedes and, if in conflict with any other wording in this Policy having a bearing on a Cyber Incident, Electronic Data or Malware or Similar Mechanism, replaces that wording.

3 However, subject to all the terms, conditions, limitations and exclusions of this Policy, paragraph 1 shall not apply to physical loss or destruction of, or physical damage to, property and any resulting consequential loss, to the extent that an insured establishes that such physical loss, destruction or damage was directly caused by a Specified Peril listed in paragraph 5, where specifically insured by this Policy.

Nevertheless, any loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data, directly occasioned by a Cyber Incident, shall not be recoverable hereunder nor be considered as physical loss, destruction or damage for the purposes of paragraphs 3 or 4.

4 Notwithstanding the foregoing, subject to all the terms, conditions, limitations and exclusions of this Policy, in the event of physical loss or destruction of, or physical damage to, hardware or an Electronic Data storage device of a Computer System directly caused by a Specified Peril listed in paragraph 5, where specifically insured by this Policy, which results in loss or destruction of, or damage to, Electronic Data then this Policy will cover reasonable and necessary expenses incurred in recreating, gathering or assembling such Electronic Data, but excludes the value of the Electronic Data to an insured or any other party.

5 For the purposes of this clause only, a "Specified Peril" means one of the following perils: Fire; lightning; explosion; aircraft and aerial devices dropped from them.

6 The following definitions apply to this clause and retain the same meaning throughout:

6.1 “Cyber Incident” shall include

- (i) unauthorised or malicious acts regardless of time and place, or the threat or hoax thereof;
- (ii) Malware or Similar Mechanism;
- (iii) programming or operator error whether by the insured or any other person or persons;
- (iv) any unintentional or unplanned – wholly or partially – outage of the insured’s Computer System not directly caused by physical loss or damage, affecting access to, processing of, use of or operation of any Computer System or any Electronic Data by any person or group(s) of persons.

6.2 “Computer System” means any computer, hardware, information technology and communications system or electronic device, including any similar system or any configuration of the aforementioned and including any associated input, output or Electronic Data storage device, networking equipment or back up facility.

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

6.4 “Malware or Similar Mechanism” means any programme code, programming instruction or other set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programmes, data files or operations (whether involving self-replication or not), including but not limited to ‘virus’, ‘Trojan horses’, ‘worms’, ‘logic bombs’ or ‘denial of service attack’.

10 B (applicable to Section 3 (Liabilities))

any liability arising directly or indirectly from or in connection with a Cyber Loss

Cyber Loss means any loss damage liability claim cost or expense of whatsoever nature directly or indirectly caused by contributed to by resulting from arising out of or in connection with any Cyber Act or Cyber Incident including but not limited to any action taken in controlling preventing suppressing or remediating any Cyber Act or Cyber Incident

Cyber Act means a deliberate unauthorised malicious or criminal act or series of related deliberate unauthorised malicious or criminal acts regardless of time and place or the threat or hoax thereof involving access to processing of use of or operation of any Computer system

Cyber Incident 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

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

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.

Civil Commotion in Northern Ireland – applicable to Sections 1 (Material Damage) and 2 (Business Interruption)

- 11 loss or destruction or damage to any property whatsoever directly or indirectly caused by resulting from or in connection with civil commotion in Northern Ireland regardless of any other cause contributing concurrently or in any other sequence to the loss.

Communicable Diseases

- 12 Applicable to Section 1 (Material Damage – Other than Contingency Q Computers) and Section 2 (Business Interruption)

any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease regardless of any other cause or event contributing concurrently or in any other sequence thereto.

However, subject to the other terms, conditions and exclusions of the Policy, the Policy will cover physical damage to Property Insured where such physical damage is directly caused by or arising from any of the following perils: fire, lightning, explosion, aircraft or vehicle impact, falling objects, windstorm, rainstorm, hail, tornado, cyclone, typhoon, hurricane, earthquake, seaquake, seismic and/or volcanic disturbance/eruption, tsunami, flood, freeze, ice storm, weight of snow or ice, avalanche, meteor/asteroid impact, landslip, landslide, mudslide, bush fire, forest fire, riot, riot attending a strike, civil commotion, vandalism and malicious damage.

Applicable to Section 1 (Material Damage) Contingency Q Computers

any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease regardless of any other cause or event contributing concurrently or in any other sequence thereto.

For the purpose of this Exclusion, Communicable Disease shall mean any disease which can be transmitted by means of any substance or agent from

any organism to another organism where:

- (a) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
- (b) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
- (c) the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

Applicable to Occurrence 3 Employer's Liability

any legal liability or defence costs and expenses in respect of or arising out of or in connection with a Communicable Disease.

For the purpose of this Exclusion, Communicable Disease shall mean

- (a) Avian Influenza and/or Influenza A (H5N1) or any mutant variation thereof; or
- (b) Swine Influenza and/or Influenza A (H1N1) or any mutant variation thereof; or
- (c) Severe Acute Respiratory Syndrome (SARS) or any mutant variation thereof; or
- (d) Atypical Pneumonia or any mutant variation thereof; or
- (e) Covid-19 and/or SARS-CoV-2 or any mutant variation thereof; or
- (f) any other disease which is declared, categorised, characterised, referred to or in any other way communicated as an epidemic or pandemic by the World Health Organisation or other governmental or quasi-governmental public health agency, Company or service that may make such declaration, categorisation, characterisation, reference or communication including any disease categorised as a Public Health Emergency of International Concern (PHEIC) declared by the Director General of the World Health Organisation
- (g) any mental injury sustained or alleged to have been sustained by any threat of or fear of or in any other way arising from (whether actual or perceived) any disease described in (a) to (f) above.

SEE SECTION 13 MANAGEMENT LIABILITY FOR GENERAL EXCLUSIONS SPECIFIC TO THAT SECTION.

Section I - Material Damage

The Insurer agrees that if any of the Property Insured described in the Schedule incurs any accidental physical loss physical destruction or physical damage by any of the Contingencies in force as specified in the Schedule the Insurer will pay to the Insured the value of the property at the time of its loss or destruction or the amount of such damage or at the Insurer's option reinstate or replace such property or any part of it.

Definitions

A The property insured under the respective column headings in the Specification is as follows:-

- 1 **Buildings** situate at the Premises described in the Specification
 - (a) The term "Buildings" includes
 - 1 landlords fixtures and fittings
 - 2 outbuildings
 - 3 walls gates and fences
 - 4 piping ducting cables wires and associated control gear and accessories on the Premises and extending to the public mains but only to the extent of the Insured's responsibility
 - 5 yards car parks roads and pavements.
- 2 **Contents** therein and thereon the property of the Insured or held by them in trust for which they are responsible
 - (a) The term "Contents" **includes**
 - 1 tenants' improvements alterations and decorations
 - 2 so far as they are not otherwise insured employees' volunteers' directors' and visitors' personal effects of every description (other than motor vehicles) for an amount not exceeding €5,000 in respect of any one person
 - 3 contents of outbuildings
 - 4 contents in the open yards
 - 5 money cheques stamps bonds credit cards or securities of any description but only in respect of loss destruction or damage under
 - (i) Contingencies A-L for an amount not exceeding €3,300
 - (ii) Contingency O (if in force) as defined herein.
 - 6 documents, manuscripts and business books but only for the cost of the materials and of clerical labour expended in reproducing such records
 - 7 computer systems records but only for an amount not exceeding €13,000 in respect of the cost of the materials and of clerical labour and computer time expended in reproducing such records
 - (b) The term "Contents" **excludes**
 - 1 landlord's fixtures and fittings
 - 2 stock and materials in trade
 - 3 money cheques stamps bonds credit cards or securities of any description in respect of loss destruction or damage under Contingency M
 - 4 any expense in connection with the production of information to be recorded in documents manuscripts business books or computer systems records
 - 5 any amount exceeding €3,300 in respect of any one pattern model mould plan or design or set of same
 - 6 vehicles licensed for road use including accessories thereon
 - 7 jewellery precious stones precious metals bullion furs curiosities works of art or rare books unless specifically included.
- 3 **Stock and materials in Trade** therein and thereon the property of the Insured or held by them in trust for which they are responsible.
- 4 **Miscellaneous property** therein and thereon as described in the Specification.

B The word "DAMAGE" in capital letters shall mean accidental physical loss or physical destruction of, or physical damage to the Property Insured.

C The words "DEFINED CONTINGENCY" shall mean fire lightning explosion aircraft or other aerial devices or articles dropped therefrom riot civil commotion strikers locked-out workers persons taking part in labour disturbances malicious persons other than thieves earthquake storm flood escape of water from any tank apparatus or pipe or impact by any road vehicle or animal.

Limits of Liability

The liability of the Insurer under Contingencies A-M shall not exceed in respect of:

- (i) any one item - the Sum Insured thereon as stated in Columns 1 2 3 and 4 of the Schedule
- (ii) all loss or damage during any one period of insurance - the Total Sum Insured as stated in Column 5 of the Schedule.

Contingencies

A FIRE but excluding DAMAGE caused by

- (a) explosion resulting from fire
- (b) earthquake or subterranean fire
- (c) (i) its own spontaneous fermentation or heating or
- (ii) its undergoing any heating process involving the application of heat.

B LIGHTNING

C EXPLOSION

- (i) of boilers
- (ii) of gas

used for domestic purposes only but excluding DAMAGE caused by earthquake or subterranean fire

- (iii) otherwise but excluding DAMAGE caused by or consisting of the bursting of a boiler economiser or other vessel machine or apparatus in which internal pressure is due to steam only and belonging to or under the control of the Insured.

D AIRCRAFT or other aerial devices or articles dropped therefrom.

E EARTHQUAKE

F RIOT CIVIL COMMOTION STRIKERS LOCKED-OUT WORKERS or persons taking part in labour disturbances or MALICIOUS PERSONS excluding

- (a) DAMAGE arising from cessation of work
- (b) as regards DAMAGE (other than by fire or explosion) directly caused by malicious persons not acting on behalf of or in connection with any political organisation
 - (i) DAMAGE by stealing
 - (ii) DAMAGE in respect of any building which is empty or not in use.

G SUBTERRANEAN FIRE

H STORM OR FLOOD excluding

- (a) DAMAGE attributable solely to change in the water table level
- (b) DAMAGE by frost subsidence ground heave or landslip
- (c) DAMAGE in respect of moveable property in the open fences and gates

I ESCAPE OF WATER FROM ANY TANK APPARATUS OR PIPE excluding

- (a) DAMAGE by water discharge or leaking from any automatic sprinkler installation
- (b) DAMAGE in respect of any building which is empty or not in use

J IMPACT by any road vehicle, including forklift truck, or animal

K ACCIDENTAL ESCAPE OF WATER FROM ANY AUTOMATIC SPRINKLER INSTALLATION in the premises not caused by

- (a) freezing whilst the building in so far as it is in the Insured's ownership or tenancy is empty or not in use
- (b) explosion earthquake subterranean fire or heat caused by fire.

L ANY ACCIDENTAL CAUSE (ALL RISKS) EXCLUDING

- (a) DAMAGE caused by or consisting of
 - (i) inherent vice latent defect gradual deterioration wear and tear frost change in water table level its own faulty or defective design or materials
 - (ii) faulty or defective workmanship operational error or omission on the part of the Insured or any of their employees
 - (iii) the bursting of boiler (not being a boiler used for domestic purposes only) economiser or other vessel machine or apparatus in which internal pressure is due to steam only and belonging to or under the control of the Insured
 - (iv) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds

but this shall not exclude subsequent DAMAGE which itself results from a cause not otherwise excluded.

- (b) DAMAGE caused by or consisting of
- (i) corrosion rust wet or dry rot shrinkage evaporation loss of weight dampness dryness marring scratching vermin insects mould or fungus
 - (ii) change in temperature colour flavour texture or finish
 - (iii) stealing or attempted stealing.
- DAMAGE consisting of
- (iv) joint leakage failure of welds cracking fracture collapse or overheating of boilers economisers superheaters pressure vessels or any range of steam and feed piping in connection therewith
 - (v) mechanical or electrical breakdown or derangement of the particular machine apparatus or equipment in which such breakdown or derangement originates
- but this shall not exclude
- (a) such DAMAGE not otherwise excluded which itself results from a DEFINED CONTINGENCY or from any other accidental loss destruction or damage
 - (b) subsequent DAMAGE which itself results from a cause not otherwise excluded
- (c) DAMAGE caused by or consisting of
- (i) subsidence ground heave or landslip unless resulting from fire explosion earthquake or the escape of water from any tank apparatus or pipe
 - (ii) normal settlement or bedding down of new structures
 - (iii) acts of fraud or dishonesty
 - (iv) disappearance unexplained or inventory shortage misfiling or misplacing of information
- (d) destruction of or damage to a building or structure caused by its own collapse or cracking unless resulting from a DEFINED CONTINGENCY in so far as is not otherwise excluded
- (e) DAMAGE in respect of moveable property in the open fences and gates caused by wind rain hail sleet snow flood or dust
- (f) DAMAGE
- (i) caused by fire resulting from its undergoing any heating process or any process involving the application of heat
 - (ii) (other than by fire or explosion) resulting from its undergoing any process of production packing treatment testing commissioning or service or repair
- (g) DAMAGE
- (i) caused by freezing
 - (ii) caused by escape of water from any tank apparatus or pipe
 - (iii) caused (other than by fire or explosion) by malicious persons not acting on behalf of or in connection with any political organisation
- in respect of any building which is empty or not in use
- (h) DAMAGE in respect of
- (i) property in transit (unless on the Premises)
 - (ii) fixed glass
 - (iii) glass (other than fixed glass) china earthenware marble or other fragile or brittle objects
 - (iv) computers or data processing equipment
- other than such DAMAGE caused by a DEFINED CONTINGENCY in so far as it is not otherwise excluded
- (i) DAMAGE in respect of money cheques stamps bonds credit cards or securities of any description other than such DAMAGE caused by a DEFINED CONTINGENCY in so far as it is not otherwise excluded for an amount not exceeding €3,300
- (j) DAMAGE in respect of
- (i) vehicles licensed for road use (including accessories thereon) caravans trailers railway locomotives rolling stock watercraft or aircraft
 - (ii) property or structures in course of construction or erection and materials or supplies in connection with all such property in course of construction or erection
 - (iii) land roads pavements piers jetties bridges culverts or excavations
 - (iv) livestock growing crops or trees

- (v) jewellery precious stones precious metals bullion furs curiosities works of art or rare books unless specially mentioned as insured by this section.
- (k) property which at the time of the happening of DAMAGE is insured by or would but for the existence of this policy be insured by any marine policy or policies except in respect of any excess beyond the amount which would have been payable under the marine policy or policies had this insurance not been effected
- (l) any property more specifically insured by or on behalf of the Insured
- (m) DAMAGE caused by or consisting of
 - (i) Contingencies A-K and M-S
 - (ii) any of the exclusions to Contingencies A-K and M-S whether insured or not.

M STEALING OR ATTEMPTED STEALING involving

- (a) entry into or exit from the Building(s) (limited to that part of the Premises as stated in the Schedule) by forcible and violent means or
- (b) assault or violence or threat thereof to the Insured or any employee of the Insured

Including DAMAGE to the Building(s) falling to be borne by the Insured consequent upon such Stealing or attempt thereat

Excluding

- (i) DAMAGE to money securities coins stamps jewellery watches furs precious metals precious stones or articles composed of any of them curios sculptures rare books paintings or works of art
- (ii) DAMAGE to stained or plate glass or any decoration or lettering thereon
- (iii) DAMAGE occasioned by or through any person lawfully on the premises or caused by or with the connivance of any member of the Insured's household or any employee of the Insured
- (iv) DAMAGE caused by fire or explosion however caused
- (v) DAMAGE to property in any garden yard or open space or any stable garage outbuilding or other building not communicating with the main premises unless specially mentioned.
- (vi) DAMAGE in respect of any building which is empty or not in use.

Replacement of Locks

This policy section extends to indemnify the insured in respect of costs necessarily incurred in replacing locks and / or locks mechanisms relative to the security of the premises resulting from the theft of the insured's keys from the premises or from the homes of the insured's authorised keyholders.

Provided that:

- (a) There are visible signs of forcible entry into or exit from such premises and
- (b) The replacement locks are of similar quality to those changed and
- (c) The maximum liability under this extension shall not exceed €5,000 in any one period of insurance.

N ACCIDENTAL BREAKAGE OF GLASS AND SIGNS

In the event of breakage of Glass or Sanitaryware for which the Insured is responsible at the Premises the Insurer will replace such property or at its option pay to the Insured the cost of replacement.

The Insurer shall not be liable to replace or pay for the replacement of such property exactly but only as nearly as circumstances permit.

Following breakage of Glass the Insurer will in addition pay for any boarding up costs reasonably incurred.

Definitions

Glass

All fixed glass (including signs shelves showcases and mirrors).

Sanitaryware

Fixed baths wash basins pedestals bidets shower trays sinks lavatory pans and cisterns.

Premises

Any premises at which property is stated to be insured in Section I of the Schedule.

Extensions

The Insurer will in addition pay for any costs reasonably incurred in respect of:-

- 1 damage to frames or framework following breakage of Glass
- 2 the cost of removal or replacement of fixtures and fittings necessarily incurred to effect replacement of Glass as a result of breakage
- 3 the cost of replacing alarm foil lettering painting embossing silvering or other ornamental work on Glass following breakage of Glass
- 4 accidental damage to goods incidental to the Insured's Business caused by breakage of Glass in display windows

provided that the liability of the Insurer under any or all of the Extensions shall not exceed €650 for any one incident.

Exceptions

This Contingency does not cover breakage

- 1 due to dilapidation of frames or framework
- 2 caused by workmen altering or repairing the Premises
- 3 in transit or while being fitted
- 4 of any item flawed or broken at the commencement of this insurance
- 5 of glass in light fittings
- 6 of glass in greenhouses or conservatories
- 7 of glass in buildings which are silent empty or not in use
- 8 by or arising out of fire lightning or explosion or preventive or salvage operations consequent thereon
- 9 caused by or consisting of inherent vice latent defect gradual deterioration wear and tear frost change in water table level its own faulty or defective design or materials.

Further in respect of Signs this contingency does not cover:

- A loss or damage occasioned by or happening through repair removal or erection wear and tear depreciation or deterioration
- B loss of or damage to any part caused by mechanical or electrical defect
- C damage to tubes unless the glass is fractured

Limits of Liability

The liability of the Insurer under this Extension during any one period of insurance shall not exceed the Sum Insured stated in the Policy Schedule.

O LOSS OF MONEY and PERSONAL ASSAULT In the event of

- (a) loss of Money
- (b) loss of or damage to
 - (i) safe or strongroom
 - (ii) case bag or waistcoat when such are used for the carriage of Money
directly associated with any theft or attempted theft therefrom except in so far as this cost is otherwise insured
- (c) loss of or damage to clothing and personal effects being sustained by the Insured or any partner director or employee of the Insured as a result of an assault by a person attempting to steal Money
occurring in the Situation the Insurer will indemnify the Insured against such loss or damage.

Definitions

Money:- cash bank and currency notes, cheques, girocheques, postal orders, money orders, crossed bankers' drafts, crossed giro drafts, current postage stamps, unexpired units in franking machines, national lottery tickets for their nominal (unsold) value, national savings and holidays with pay stamps, national savings certificates, prize bonds, luncheon vouchers, credit card sales vouchers, trading stamps, gift tokens, consumer redemption vouchers, VAT purchase invoices and phone cards all belonging to the Insured or for which he has accepted responsibility and pertaining to the Business.

Business Hours:- The period during which the Insured's premises or sites of contract are actually occupied for business purposes and during which the Insured or any partner director or employee of the Insured entrusted with Money are in the Premises or at sites of contract.

The Situation: -

- (a) In transit
- (b) At any of Insured's sites of contract during Business Hours
- (c) In residence of the Insured or any partner director or employee of the Insured
- (d) In the Premises

- (e) In bank night safes and thereafter within bank premises until at bank's risk all within the Republic of Ireland or the United Kingdom.

Limits of Liability

The liability of the Insurer under this Contingency shall not exceed in respect of

A any single loss of Money (other than as insured by paragraph B hereafter)		
(i)	in residences of the Insured or any partner director or employee of the Insured	€650
(ii)	in the Premises out of Business Hours not secured in locked safe or strongroom specified in the Schedule	€460
(iii)	(a) in the premises out of Business Hours secured in locked safe or strongroom specified in the Schedule	The amount stated in the Schedule
	(b) in unspecified locked safes or strongrooms	€1,300 in total
(iv)	in the hands of collectors travellers roundsmen and the like	The amount stated in the Schedule
(v)	in the bank night safes and thereafter within bank premises until at bank's risk	The amount stated in the Schedule
(vi)	any other single loss of such money	The amount stated in the Schedule
B any single loss of Money consisting of crossed cheques, crossed girocheques, crossed postal orders, crossed money orders, crossed bankers' drafts, crossed giro drafts, unexpired units in franking machines, national lottery tickets for their nominal (unsold) value, national savings certificates, prize bonds, credit card sales vouchers and V.A.T. purchase invoices		€325,000
C	(i) safe or strongroom	} Cost of repair or replacement
	(ii) case bag or waistcoat used for the carriage of Money	
D	clothing and personal effects of the Insured or any partner director or employee of the Insured	€650 for each person

Exceptions

This Contingency does not cover

- 1 any loss arising from fraud or dishonesty of the Insured's employees not discovered within seven working days after the event
- 2 shortages due to error or omission
- 3 losses covered by fidelity guarantee insurance
- 4 loss from an unattended vehicle
- 5 any loss not notified to the Insurer within fourteen days after the event
- 6 any loss due to dishonoured cheques or unexplained shortages.

Personal Assault Extension

The Insurer also agrees that if as a result of an attempt by thieves to steal

- (i) Money within the situation
- (ii) Stock in trade belonging to the Insured from the Premises whilst such Premises are open for business

the Person Insured shall suffer bodily injury and which injury shall independently of any other cause be the sole cause of the death or disablement as hereunder the Insurer will pay to the Insured or their legal personal representatives the Compensation specified in the Schedule where compensation for any of the Results specified below (excluding Results 2 (e) Fractures of Major Bones and (f) Internal Injuries Requiring Surgery - where compensation limits are as specified against each of these items below).

Definition

1 Results

- (a) Death
- (b) Total and permanent loss of all sight in one or both eyes
- (c) Total loss by physical severance or total and permanent loss of use of one or both hands or feet
- (d) Total disability (temporary or permanent) from engaging in or attending to usual employment or occupation
- (e) Fracture(s) of the following Major Bones – Limit €2,600: pelvis hip leg knee-cap foot ankle arm elbow wrist hand skull shoulder blade collar bone breast bone or ribs
- (f) Internal Injuries Requiring Surgery – Limit €2,000.
- (g) Vouched medical expenses (not applicable where hospitalisation occurs) up to €650.

Compensation

1 Compensation Limits for Result (d) shall be

- (i) payable for a period not exceeding 104 weeks from the commencement of the Result
- (ii) payable when the total amount has been agreed or at the request of the Insured at intervals of not less than four weeks (but not in advance) commencing eight weeks after receipt of written notice of any injury by the Insurer.

2 Compensation shall not be payable for

- (i) any of the Results unless such Result occurs within one year of sustaining the injury causing such result
- (ii) more than one of Results (a) (b) (c) (e) or (f) and when payable for one of those Results shall not be payable for any of the Results caused by any subsequent injury to such Person Insured
- (iii) Result (d) for any period of time subsequent to Result (a) caused by the same injury.

Exception

Compensation shall not be payable for death or disablement consequent upon the Person Insured having any pre-existing physical or mental defect or infirmity of which he or the Insured became aware before the commencement of any Period of Insurance for such Person Insured

Special Conditions (applicable to Contingency O)

1 Reasonable Precautions (as per General Condition 7 of this Policy) are understood

- (a) to include the removal off the Premises out of Business Hours of keys to safes and strongrooms
- (b) to extend to the selection and supervision of employees.

2 The interest of the Insured under this Contingency shall not be assignable except with the written consent of the Insurer.

3 Custodians Clause

Money in transit as insured under Limit of Liability A(vi) must be accompanied by one or more Custodians in accordance with the following Scale:-

SCALE

Amount of money at risk at any one time	Number of Custodians required
Up to but not exceeding €4,000	One
Exceeding €4,000 but not exceeding €10,000	Two
Exceeding €10,000 but not exceeding €16,000	Three N.B. Limit per person €6,000
Exceeding €16,000	Approved security firm required

Note 1: Provision of additional Custodians does not per se increase the Policy Limits of Liability (which are as stated in the policy). Any increase in the Limits of Liability must be agreed with the Insurer and endorsed on the Policy.

Note 2: A Custodian is defined as a person who

- (i) is a fully responsible adult of at least eighteen years of age and
- (ii) is charged with direct responsibility for security of said money.

Note 3: Any provisions of the Policy which automatically increase or escalate sums insured or monetary limits of the Insurers' liability do not per se increase the maximum amount of money permitted to be at risk at any one time for the given number of Custodians in terms of the above Scale.

Note 4: The provisions referred to in Note 3 shall not automatically increase Limit of Liability A(vi) to an amount in excess of €16,000 until special security arrangements have been agreed with the Insurer and are in effective operation.

4 Requirement to Record Cheques etc.

Crossed cheques crossed girocheques crossed postal orders crossed money orders crossed bankers' drafts or credit card sales vouchers must be recorded by the Insured immediately upon receipt thereof as to the amount of each individual instrument and its essential identification. Essential identification comprises the type of instrument the date of issue the serial number and where relevant the name and address or the Bank account number of the Drawer. The record of such Money must be produced in support of any claim.

5 National Lottery Tickets

The Insured shall as Retail Sales Agent for Lottery Tickets comply with the normal rules of An Post National Lottery Company attaching to the agency for the sale of such tickets including the recording of the Serial Numbers of such tickets

- (a) immediately on receipt thereof
- (b) as regards the first and last ticket sold each day

The record of such numbers shall be kept separately from the tickets themselves.

In the event of such lottery tickets being lost destroyed damaged or stolen the Insured shall give immediate notice thereof to An Post National Lottery Company and to the Gardaí.

P ACCIDENTAL DAMAGE TO MACHINES AND EQUIPMENT**Cover**

In the event of the Specified Machines and Equipment as described in the Schedule being lost or damaged by fire theft or accidental external means whilst in the Premises (or elsewhere if specified in the Schedule or by endorsement hereon) the Insurer will by payment or at its option by reinstatement or repair indemnify the Insured against such loss or damage.

Limits of Indemnity

The liability of the Insurer under this Contingency during any one Period of Insurance shall not exceed

- (a) in respect of any one item of Specified Machines and Equipment the sum stated in the Schedule thereon
- (b) in respect of all loss or damage the total sum insured on items of Specified Machines and Equipment as stated in the Schedule.

Exceptions

This Contingency does not cover

- (a) damage arising from atmospheric conditions wear and tear depreciation gradual deterioration any process of cleaning or restoring or from adjustment repair or dismantling of any part of the Specified Machines and Equipment or loss or damage to any part whilst removed from its normal working position
- (b) loss or damage arising from mechanical breakdown of any machine or any part thereof
- (c) loss or damage to any part of any machine by its own ignition electrical breakdown or burn out
- (d) loss or damage to records films or tapes other than by fire or theft (and then only for their value as unused material).

Q COMPUTERS**Cover**

The Insurer will indemnify the Insured against

Part A1**Accidental Damage to Property**

sudden and unforeseen loss of or material damage to an item of Property resulting from any cause other than Breakdown

Part A2**Breakdown of Property**

damage to an item of Property resulting from the actual breaking distortion or electrical burn-out of any part whilst in use arising from defects in the item of Property causing sudden stoppage of its function and requiring its repair or replacement excluding damage caused by fire or by any cause external to the Property

Provided that there shall be no liability under Part A2 for the Breakdown of any Computer which is not the subject of a maintenance contract with a competent computer maintenance firm affording free parts and free labour for repairs necessitated by Breakdown arising from wear and tear or the fault of the maintenance firm. This proviso shall be of no effect in respect of any computer whilst it is the subject of a guarantee provided by the manufacturer or supplier under which equivalent services are afforded.

The Property**Item Description**

- | | |
|---|--|
| I | Computers owned by the Insured or for which the Insured is responsible and notified to the Insurer while situated anywhere in the World. |
|---|--|

Definition

Computer means all parts of the electronic data processing installation including tapes cards disks and disk packs and any other data carrying media.

Basis of Settlement

Reinstatement and Indemnity

- I In respect of loss of or damage to an item of Property for which at the time of loss or damage all parts are obtainable from its manufacturer or the agents or factors of the manufacturer at listed prices the basis of indemnity under Parts A shall be Reinstatement of the Property lost or damaged and Reinstatement shall mean
 - (a) where the Property is lost its replacement by similar property in a condition equal to but not better or more extensive than its condition when new
 - (b) where the Property is damaged the repair of the damage and the restoration of the damaged portion of the Property to a condition substantially the same as but not better or more extensive than its condition when new

Provided that

- (i) the work of Reinstatement is commenced and carried out with reasonable despatch
- (ii) if at the time of Reinstatement the sum representing eighty five per cent of the cost which would have been incurred in Reinstatement if the whole of the Property had been lost exceeds the Amount of Indemnity for Parts A stated in the Schedule then the Insured shall be their own insurer for the difference and shall bear a proportionate amount of the loss accordingly.

- 2 In respect of loss of or damage to an item of Property not falling within the terms of I the basis of indemnity under Parts A shall be
- (a) where the Property is lost the cost of replacement by similar property of modern manufacture obtainable at listed prices
 - (b) where the Property is damaged
 - (i) if all the necessary parts to repair the damage to the Property are obtainable from its manufacturer or the agents or factors of the manufacturer at listed prices the cost of repair of the damage to the Property
 - (ii) if all the necessary parts to repair the damage to the Property are not obtainable from its manufacturer or the agents or factors of the manufacturer at listed prices the cost of an equivalent repair to similar property of modern manufacture in respect of which all spare parts are obtainable from the manufacturer or the agents or factors of the manufacturer at listed prices

Provided that

- 1 the work of replacement or repair is commenced and carried out with reasonable despatch
- 2 where eighty five per cent of the listed price of similar property of modern manufacture at the time of the loss or damage to the item of Property exceeds the Amount of Indemnity for Parts A stated in the Schedule then the Insured shall be their own insurer for the difference and shall bear a proportionate amount of the loss accordingly.

Extensions

Incompatibility of Computer Records

In the event of a claims settlement resulting in the replacement of Property insured under Parts A with property which is incompatible with the Insured's undamaged computer data and program records the Insurer will additionally indemnify the Insured against

- (a) costs of modification of the Property
- (b) costs of replacing and/or reinstating programs and/or data necessarily and reasonably incurred with the consent of the Insurer to achieve compatibility

Provided that the liability of the Insurer under this extension shall not exceed €13,000.

Additional Rental Charge

If as a direct result of loss or damage insured under this Policy the lease/hire contract in force at the time of the accident in respect of the lost or damaged Property is cancelled and replaced by a new one in respect of similar property to that lost or damaged at a rental charge rate above that payable under the cancelled contract the Insurer will additionally indemnify the Insured against the additional rental charges to be paid during the two years commencing from the time of such loss or damage Provided that the total liability of the Insurer under this extension shall not exceed €13,000.

Increased Cost of Working/Reinstatement of Data

In the event of

- (a) accidental damage or Breakdown for which the Insurer is liable under Parts A above or would be liable but for the application of any Excess
- (b) total or partial failure of the public supply of electricity at the terminal point of the supply undertaking's feed to the Insured premises which is not caused by a deliberate act of the supply undertaking unless performed for the sole purpose of safeguarding life or protecting a part of the supply undertaking's system or not caused by a scheme of rationing unless necessitated solely by physical damage to a part of the supply undertaking's system
- (c) the accidental or malicious erasure destruction distortion or corruption of data or programs on the Property resulting from an identifiable cause but excluding the permanent or temporary loss of or loss of use of or inaccessibility of data or programs directly resulting from pre-existing faults in or unsuitability of programs or computer systems software
- (d) prevention or hindrance of the use of or access to an item of Property caused by damage to or destruction of any property at or in the vicinity of the premises containing such item
- (e) the total failure of the electricity supply to an item of Property resulting from sudden and unforeseen loss of or material damage to the distribution wiring within the premises in which the Property is situated
- (f) the failure of any telecommunications network used with the Property which is not caused by the deliberate act of the telecommunications authority unless performed for the sole purpose of protecting a part of its equipment or not due to industrial action by any of the authorities' employees or is not caused by use by the Insured of machinery and equipment which has not been accepted by the authority as properly installed and compatible with their network

the Insurer will additionally indemnify the insured against the increase in cost of working including the cost of reinstating data onto data carrying media arising therefrom and the amount payable as indemnity is the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing interruption of or interference with the Business which but for such expenditure would have taken place in consequence thereof during the period beginning with the occurrence thereof and ending not later than twelve months immediately thereafter during which the results of the Business shall be affected in consequence thereof. This indemnity includes reasonable charges payable by the Insured to their professional accountants/auditors for producing any particulars or details or any other proofs information or evidence as may be required under the Claims Conditions and reporting that such particulars or details are in accordance with the Insured's books of account or other business books or documents

Provided that

- 1 the total liability of the Insurer under this extension shall not exceed the sum of
 - (a) €50,000 for increased costs of working excluding costs of reinstatement of data
 - (b) €25,000 for the costs of reinstating data and programs
- 2 the Insurer shall not be liable for increased costs of working excluding costs of reinstatement of data incurred during the first forty-eight hours following a Breakdown for which the Insurer is not liable under Part A2 apart from the application of any Excess.

Consulting Engineers' Fees and Claims Investigation Costs

The Insurer will additionally indemnify the Insured under Parts A against the costs of Consulting Engineer's Fees incurred with the consent of the Insurer in investigating possible repairs (whether or not successful) and/or the reinstatement of an item of Property. Such costs will be paid in addition to the indemnity under Parts A.

Temporary Repairs and Expediting Permanent Repairs

The Insurer will additionally indemnify the Insured under Parts A against the reasonable additional expenses incurred with the consent of the Insurer in making a temporary repair or in expediting a permanent repair to an item of Property.

Provided that the total liability of the Insurer in respect of all such additional expenses shall not exceed €6,500.

Removal of Debris/Protection from Further Damage

The Insurer will additionally indemnify the Insured under Parts A against the costs and expenses necessarily incurred by the Insured with the consent of the Insurer in

- (a) removing debris of
- (b) dismantling and/or demolishing
any part of an item of Property which has sustained loss or damage insured under either of these Parts
- (c) protecting any part of an item of Property whether damaged or not provided that this is necessitated by insured loss or damage

Provided that the total liability of the Insurer under this extension shall not exceed €6,500.

Discharge of Gas Flooding Systems

The Insurer will additionally indemnify the insured against the cost of refilling the cylinders or tanks of any gas flooding system installed solely to protect the Property following the discharge of such system. Provided that the total liability of the Insurer under this extension shall not exceed €6,500.

Automatic Cover

The Property described in the Schedule shall be deemed to include any other property of a similar class or type to that so described installed after the inception of the Policy provided that

- (a) such property shall be insured only to the same extent as property of a similar class or type
- (b) such property shall be in satisfactory working order when installed
- (c) the total Amounts of Indemnity for Parts A shall not be increased by more than €65,000 in respect of such property
- (d) the Insured shall notify the Insurer of the installation in writing as soon as possible thereafter and in any event before the expiry of the current Period of Insurance or within Two Hundred Days of the commencement of the installation whichever is the longer
- (e) the Insured shall pay to the Insurer the additional premium required by the Insurer for the insurance of such property.

Special Provisos

Waiver of Subrogation Rights

- 1 The Insurer will waive any rights against
 - (a) any Parent and/or Subsidiary company of the Insured provided that the Insured does not receive any form of indemnity or damages or otherwise from such company
 - (b) any authorised user of the Property in the exercise of the authority granted provided that such user shall in like manner to the Insured be subject to the terms, conditions and exceptions of the Policy.

Automatic Reinstatement of Amounts of Indemnity

- 2 No amount of Indemnity shall be reduced by the amount of any loss.

Special Conditions**Precautions**

- 1 The Insured shall at all times take precautions to keep the Property in a proper state of maintenance and repair including the maintenance and storage of both current and back-up computer records and to prevent accident or loss.

Value Added Tax

- 2 To the extent that the Insured is accountable to the Tax Authorities for Value Added Tax all terms in this Section shall be exclusive of such Tax.

Settlement

- 3 In the event of loss of or damage to any item of Property for which indemnity is provided under this Section the Insurer may at its option reinstate replace or repair the item or may pay in cash the amount of the loss or damage. The Insurer shall not be liable for the cost of any reinstatement replacement or repair undertaken without its written consent.

Exclusions

This Section excludes

Wear etc.

- (a) repairs or replacements necessitated solely by wasting wearing away or wearing out caused by or naturally resulting from ordinary use or working rusting or gradual deterioration of any part of an item of Property but the Insurer shall be liable for the cost of damage insured by this Policy resulting from such causes

Confiscation by Customs

- (b) loss or damage arising from confiscation detention requisition or destruction by Customs or other Officials or Authorities occurring outside the European Community or the United Kingdom

Consequential Loss

- (c) under Parts A the cost of reinstatement of data or programs and consequential loss or liability of any nature whatsoever.

Limits of Indemnity

The liability of the Insurer under either Part A1 or A2 shall not exceed in respect of any item of Property the sum stated in the Schedule against the item as the Amount of Indemnity for these Parts plus any extra amounts for which the Insurer is liable under the Extensions.

R GOODS IN TRANSIT**Cover**

- 1
 - (a) in the event of the Property as defined being lost or damaged whilst in the Situation the Insurer will by payment or at its option by reinstatement or repair indemnify the Insured against such loss or damage
 - (b) the Insured's own sheets, ropes, chains, toggles or packing materials on vehicles – liability unlimited in amount
 - (c) Personal Effects of the Insured's drivers not otherwise more specifically insured whilst in any vehicle – limit any one driver any one loss of €650
- 2 Costs and expenses necessarily incurred in
 - (a) transferring to any vehicle and/or carrying to original destination or to place of collection the Property necessitated by collision, overturning or impact with any object
 - (b) removal of debris and site clearance consequent upon loss of or damage to the Property up to a limit any one loss of €3,300

Definitions

The Property: Stock and Materials in trade belonging to the Insured or for which the Insured is responsible.

Personal Effects: Personal possessions of the Insured's driver excluding cash, bank notes, credit cards, watches and jewellery.

Tools: Tools, tool kits or test equipment connected with the Business owned by or the responsibility of the Insured.

The Situation: Whilst in transit by the means stated in the Schedule (including loading and unloading and temporary housing in course of transit) anywhere within Ireland Excluding whilst at the Insured's premises when such premises are closed for business.

Exceptions

The Insurer shall not be liable under this Section in respect of

- 1 loss or damage due to vermin insects mildew rust depreciation deterioration or changes brought about by natural causes
- 2 delay loss of market or other consequential loss of any kind
- 3 loss or damage by theft committed or connived at by any employee of the Insured
- 4 (a) livestock bank or treasury notes bullion cash furs jewellery watches tools precious metals or stones nonferrous metals in raw or scrap form clothing sports goods tobacco cigars cigarettes spirits television sets audio and/or video equipment/tapes refrigerated chilled cooled and/or insulated goods unless specified in the schedule
(b) any property carried by the Insured for hire or reward or accompanying commercial travellers
- 5 loss or damage caused by or attributable to default in packing or incorrect or insufficient addressing
- 6 the Excess stated in the Schedule (other than loss or damage caused by fire).

Clauses

- 1 The Insurer shall not be liable in respect of the Property contained in any of the Insured's vehicles (or vehicles within their control) whilst left unattended overnight unless such vehicle is garaged within a securely locked building.
- 2 The Insurer shall not be liable in respect of loss or damage to the Property due to theft from any of the Insured's own vehicles (or vehicles within their control) unless such vehicle is locked whilst left unattended.

Limits

The liability of the Insurer under this Section for any single loss or damage shall not exceed in respect of Item

- 1 - the Limit per vehicle stated in the Schedule
- Item 2 - the Limit any one sending stated in the Schedule.

S FROZEN FOOD**Cover**

Loss of or damage to foodstuffs the property of the Insured or held by them in trust or on commission for which they are responsible whilst contained in the Refrigeration Plant detailed in the Schedule by deterioration, contamination or putrefaction caused by or arising from

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

Exceptions

Loss of or damage resulting from wear and tear, deterioration gradually developing flaws or defects in the Plant or incorrect setting of thermostats or automatic controls.

Maintenance Contract Condition

On the expiry of any guarantee period, the Insured must have in place a maintenance contract on any refrigeration unit which does not have airtight sealed motors and compressors.

Special Clauses, Conditions, Exclusions and Extensions applicable to Section I

Average

- 1 The Sums Insured by each item of this Section (other than Contingencies N O and Q) relating to property are declared to be subject to Average.
- Whenever a sum insured is declared to be subject to Average if such sum shall at the commencement of any DAMAGE be less than the value of the property covered within such sum insured the amount payable by the Insurer in respect of such DAMAGE shall be proportionately reduced.

Architects' Surveyors' Consultants' Legal and Other Fees

- 2 The Insurance by each item of this Section of the Policy on Buildings and Contents includes an amount in respect of Architects' Surveyors' and Consulting Engineers' Fees necessarily and reasonably incurred in the reinstatement of the property insured consequent upon its destruction or damage but not for preparing any claim it being understood that the amount payable for such destruction or damage and fees shall not exceed in the aggregate the sum insured by each item.

Automatic Cover

- 3 The Insurance by this Section shall subject to its terms and conditions extend to cover
- (a) any newly acquired and/or newly erected Buildings and Contents in-so-far as the same are not otherwise insured and
- (b) alterations additions and improvements to Buildings and Contents but not in respect of any appreciation in value
- anywhere in the Republic of Ireland Northern Ireland and Great Britain provided that -
- (i) at any one situation this cover shall not exceed 10 per cent of the total sum insured on such property hereby or €650,000 whichever is less
- (ii) the Insured undertakes to give particulars of such additional insurance as soon as practicable and to pay the pro-rata additional premium from the date of inception thereof the Policy to be endorsed accordingly from the date of commencement of the Insurers liability
- (iii) the provision of this extension shall be fully maintained notwithstanding any specific insurance effected under (ii) above.

Change of Temperature

- 4 Notwithstanding anything to the contrary in this Policy or in any of its Conditions this Section covers destruction of or damage to the property thereby insured which may be caused by change of temperature resulting from the total or partial destruction or disablement of the refrigerating plant by Fire Lightning and Explosion as defined herein or any other peril insured hereby subject to the terms limitations and conditions of the Policy.

Clearing of Drains

- 5 The Insurance by Column (1) extends to cover expenses necessarily incurred in clearing cleaning and/or repairing drains gutters sewers and the like in consequence of Fire or other Contingencies hereby insured against on the Insured's own Premises.

Contract Price

- 6 In respect only of goods sold but not delivered for which the Insured is responsible subject to a sale contract which following DAMAGE is cancelled by reason of its conditions wholly or to the extent of the DAMAGE the liability of the Insurer shall be based on the contract price.
- For the purpose of this insurance the value of all goods to which this clause could apply in the event of DAMAGE shall also be similarly ascertained on this basis.

Contracting Purchaser's Interest

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

Construction and Heating of Buildings

- 8 Unless otherwise stated in the Schedule the buildings are constructed of brick, stone or concrete and roofed with slates, tiles, concrete, metal or asbestos and not artificially heated other than by low pressure hot water or steam, oil fired space heaters fed from a fuel tank in the open, overhead gas or electric appliances or by gas or electric fires in offices only.

Customers' Goods

- 9 In so far as such property is not otherwise insured the insurance by this Policy extends to cover goods of the customers of the Insured for which the Insured have made themselves responsible even though such goods shall have been bought and paid for.

Designation

- 10 For the purpose of determining where necessary the heading under which any property is insured the Insurer agrees to accept the designation under which such property has been entered in the Insured's books.

Electrical Plant

- 11 If any electrical plant or fittings shall be damaged or destroyed by fire occasioned by self-ignition overrunning excessive pressure short circuiting self-heating or leakage of electricity the Insurer shall not be liable for damage or destruction in respect of the particular piece of plant or fitting in which the fire originated but shall be liable for damage or destruction in respect of any other plant or fitting caused by fire spreading from the original fire.

Excess (Insured's Contribution)

- 12 The Insurer shall not be liable for the amount of any Excess.

Fire Brigade Charges

- 13 The Insurer will indemnify the Insured in respect of such Fire Brigade attendance charges as may be levied by any Local Authority in dealing with any fire which results in a claim under this Section of the Policy. The Insurer's liability in respect of these charges shall not exceed €32,500.

Explosion

- 14 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 destruction or damage thereto caused by an explosion originating therein is subject to the provision that such vessel machinery or apparatus shall be the subject of a policy or other contract providing the required inspection service.

Garda Response to Alarms

- 15 Unless otherwise agreed by the Insurer, the Insurer will not be liable under Contingency M Stealing or Attempted Stealing if the Insured has received notice that the Garda Síochána have withdrawn their services in responding to alarm calls.

Internal Transfers

- 16 The Insurance in respect of Stock and Materials and Contents applies to property as therein defined transferred between premises insured by the Section including transit by road rail or inland waterway between such premises. The amount recoverable under this Extension shall not exceed the amount which would have been recoverable had the loss occurred at the premises from which the property is transferred or in the aggregate 10% of the Sum Insured by Items under Contents and Stock hereof or €33,000 whichever is the less in respect of any such transfers at any one time.

Mortgagees

- 17 The act or neglect of any Mortgagor or occupier of any building hereby insured whereby the risk of DAMAGE is increased without the authority or knowledge of any Mortgagee shall not prejudice the interest of the latter party (parties) in this insurance provided they shall notify the Insurer immediately on becoming aware of such increased risk and pay additional premium if required.

Motor Vehicles

- 18 Permission is given for Motor Vehicles in connection with the Insured's business to be housed as required in any of the within described buildings. Motor Vehicles and their contents 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.

Non-Invalidation

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

Change of Occupancy

- 20 Unless otherwise agreed by the Insurer, the Insured may lose all cover under this section in respect of any building if:
- (a) such building or portions of buildings at the premises becomes empty, vacant, disused or unoccupied; or
 - (b) such empty, vacant, disused or unoccupied building or portions of buildings at the premises becomes occupied.

The Insured should inform the Insurer immediately about any such changes in occupancy.

Public Authorities' Clause

- 21 Subject to the following special conditions the insurance by items under Buildings and Contents extends to include such additional cost of reinstatement of the lost destroyed or damaged property thereby insured as may be incurred solely by reason of the necessity to comply with Building or other Regulations under or framed in pursuance of any Act of the Oireachtas/Parliament or with Bye-Laws of any Public Authority excluding
- (a) the cost incurred in complying with any of the aforesaid Regulations or Bye-Laws:-
 - (i) in respect of DAMAGE occurring prior to the granting of this extension
 - (ii) in respect of loss destruction or damage not insured by the policy
 - (iii) under which notice has been served upon the Insured or any lessee tenant or sub-tenant prior to the happening of the DAMAGE
 - (iv) in respect of undamaged property or undamaged portions of property other than foundations (unless specifically excluded) of that portion of the property destroyed or damaged
 - (b) the additional cost that would have been required to make good the property lost destroyed or damaged to a condition equal to its condition when new had the necessity to comply with any other aforesaid Regulations or Bye-Laws not arisen
 - (c) the amount of any charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner thereof by reason of compliance with any of the aforesaid Regulations or Bye-Laws.

Special Conditions

- 1 The work of reinstatement must be commenced and carried out without unreasonable delay and in any case must be completed within twelve months after the DAMAGE or within such further time as the Insurer may allow (during the said twelve months) and may be carried out upon another site (if the aforesaid Regulations or Bye-Laws so necessitate) subject to the liability of the Insurer under this extension not being thereby increased.
- 2 If the liability of the Insurer under any item of the policy apart from this extension shall be reduced by the application of any of the terms and conditions of the policy then the liability of the Insurer under this extension (in respect of any such item) shall be reduced in like proportion.
- 3 The total amount recoverable under any item of the policy shall not exceed its sum insured.
- 4 All the terms and conditions of the policy except in so far as they are varied hereby shall apply as if they had been incorporated herein.

Protections

- 22 The Insurer shall not be liable under Contingency M for any loss or damage arising whilst the Premises are left without a responsible adult therein unless all security devices provided to protect the premises existing at the inception of the insurance under this Contingency including any Additional Protections as indicated in the Schedule are in full and effective operation.

If an intruder alarm system forms part of any Additional Protections as indicated in the Schedule, the Insured must ensure that

- (a) the intruder alarm is regularly and efficiently maintained under a maintenance contract with the relevant alarm company
- (b) unless otherwise agreed by the Insurer the alarm is registered with a central monitoring station and eligible for Garda Síochána response
- (c) the intruder alarm is brought into full and effective operation whenever the Premises are closed for business
- (d) the relevant alarm company is immediately advised of any apparent defect in the intruder alarm
- (e) agreement of the Insurer is obtained before replacing extending or otherwise altering the intruder alarm
- (f) whenever the Premises are left without a responsible adult therein the 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 strongroom the keys to which are themselves removed from the Premises.

Re-Erection of Plant and Machinery

- 23 The insurance by items covering Machinery and Plant includes the cost of re-erecting fitting and fixing machinery and plant consequent upon destruction or damage by any of the contingencies hereby insured against.

Reinstatement

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

For this purpose "reinstatement" means

- (a) the rebuilding or replacement of property lost or destroyed provided the liability of the Insurer is not increased may be carried out
 - (i) in any manner suitable to the requirements of the Insured
 - (ii) upon another site
- (b) in either case to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new.

Special Conditions

- 1 The liability of the Insurer for the repair or restoration of property lost, destroyed or damaged in part only shall not exceed the amount which would have been payable had such property been wholly destroyed.
- 2 If at the time of reinstatement the sum representing 85% of the cost which would have been incurred in reinstating the whole of the property covered by any item subject to this memorandum exceeds its sum insured at the commencement of any DAMAGE the liability of the Insurer shall not exceed that proportion of the amount of the DAMAGE which the said sum insured shall bear to the sum representing the total cost of reinstating the whole of such property at that time.
- 3 No payment beyond the amount which would have been payable in the absence of this memorandum shall be made
 - (a) unless reinstatement commences and proceeds without unreasonable delay
 - (b) until the cost of reinstatement shall have been actually incurred
 - (c) if the property insured at the time of its loss destruction or damage shall be insured by any other insurance effected by or on behalf of the Insured which is not upon the same basis of reinstatement.
- 4 All the terms and conditions of the policy shall apply
 - (a) in respect of any claim payable under the provisions of this memorandum except in so far as they are varied hereby
 - (b) where claims are payable as if this memorandum had not been incorporated.

Reinstatement of the Amount of Any loss

- 25 In consideration of the Insurance by any item hereof not being reduced by the amount of any loss the Insured undertake to 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.

Removal of Debris

- 26 It is understood that the insurance of this Section extends to include costs and expenses necessarily incurred by the Insured with the consent of the Insurer in -

- (a) Removing debris
- (b) Dismantling and/or Demolishing
- (c) Shoring-up or propping

of the portion or portions of the property insured by the said items destroyed or damaged by fire or by any other contingency hereby insured against.

The liability of the Insurer under this clause and the Section in respect of any item shall

- 1 in no case exceed the sum insured thereby
- 2 in respect of stock, be limited to 10% of the respective stock sum insured or €33,000 whichever is the lesser.

The Insurer will not pay for any costs or expenses

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

Rent

- 27 Any insurance on rent applies only if the said buildings or any part thereof are unfit for occupation in consequence of their destruction or damage and then the amount payable shall not exceed such proportion of the sum insured on rent as the period necessary for reinstatement bears to the term of rent insured.

Risk Management Conditions

- 28 It is a condition of this Section that
- 1 The maximum number of powered woodworking machines, other than portable hand machines, must not exceed the numbers allowed as indicated in the Policy Schedule (or any endorsement on the Policy) in any Building referred to.
 - 2 No painting or other surface treatments can be carried out involving the use of highly flammable liquids other than in accordance with Loss Prevention Council recommendations in connection with spraying and other painting processes involving the use of highly flammable liquids.
 - 3 All combustible trade and process waste, refuse, shavings, cuttings including recyclable processed materials must be removed from the Buildings at the end of each working day or shift.
 - 4 All firebreak doors and/or shutters must be kept closed except during working hours and be maintained in efficient working manner.

Spontaneous Combustion

- 29 Notwithstanding anything contained to the contrary in the contingencies insured under this Section the insurance by this Section extends to cover destruction or damage by fire only of or to coal coke and wood caused by its own spontaneous fermentation heating or combustion.

Stealing Damage to Buildings

- 30 The cover applicable under this section extends to include DAMAGE to the buildings (if these are already insured under this section) falling to be borne by the Insured consequent upon Stealing or attempt thereat involving entry into or exit from the Building(s) by forcible and violent means.

Subrogation Waiver

- 31 In the event of a claim arising under this Section the Insurer agrees to waive any rights remedies or relief to which they may become entitled by subrogation rights against
- (a) Any company standing in the relation of Parent to Subsidiary (Subsidiary to Parent) to the Insured as defined in Section 7 of the Companies Act 2014
 - (b) Any company which is a Subsidiary of a Parent company of which the Insured are themselves a subsidiary in each case within the meaning of Section 7 of the Companies Act 2014.

Temporary Removal

- 32
- 1 The property insured by this policy (other than stock if insured) is covered whilst temporarily removed for cleaning renovation repair or similar purposes elsewhere and in transit thereto and therefrom all in the Republic of Ireland Great Britain and Northern Ireland.
 - 2 The liability of the Insurer under this extension in respect of each item of the policy for any DAMAGE occurring elsewhere than at the within mentioned premises shall not exceed 10% of the sum insured by the item.
 - 3 This extension does not apply to property in so far as it is otherwise insured nor as regards loss occurring elsewhere than at the premises from which the property is temporarily removed to motor vehicles and motor chassis licensed for normal road use.

Temporary Removal (Documents)

- 33 The insurance of deeds and other documents (including stamps thereon) manuscripts plans and writings of every description and books (written and printed) extends to cover such property for an amount not exceeding 10% of the value thereof whilst temporarily removed to any premises not in the Insured's occupation and in transit all in the Republic of Ireland Great Britain and Northern Ireland.

This extension does not apply to

- (a) computer systems records
- (b) property in so far as it is otherwise insured.

Temporary Removal (Computer Systems Records)

- 34 The insurance of computer systems records extends to cover such property for an amount not exceeding 10% of the limit of liability thereon whilst temporarily removed to any premises not in the Insured's occupation and in transit all in the Republic of Ireland Great Britain and Northern Ireland. This extension does not apply to property in so far as it is otherwise insured.

Trace and Access

- 35 In the event of DAMAGE by Contingency I (Escape of water), the insurance by this section extends to include costs necessarily and reasonably incurred in locating the source of the DAMAGE to effect repairs and the costs of making good. Limit €25,000 for any one claim.

Workmen

- 36 Workmen are allowed on the within mentioned premises for the purpose of making minor structural and other alterations from time to time without prejudice to this insurance.

Loss Prevention Costs

- 37 We will pay for necessary and reasonable costs that You incur in order to prevent or minimize DAMAGE not otherwise excluded occurring to the Buildings during the Period of Insurance provided that Our liability in respect of this extension shall not exceed €25,000 for any one incident

Fundraising Stock

- 38 We will pay for DAMAGE not otherwise excluded occurring during the Period of Insurance to additional stock and provisions You have purchased or which have been gifted to you for any religious festival, fund raising event or fete provided that Our liability in respect of this extension shall not exceed €10,000 for any one incident

Death of a Patron

- 39 We will pay the necessary and reasonable costs You incur to re-print any of your printed literature that refers to Your patron as a result of their death during the Period of Insurance provided that You notify Us promptly and obtain Our approval of the costs before they are incurred and also provided that
- (a) This cover only applies where your patron is under the age of 70 at the start of the Period of Insurance
 - (b) Our liability in respect of this extension shall not exceed €5,000 for any one incident

Exhibition Stands

- 40 We will pay for DAMAGE not otherwise excluded occurring during the Period of Insurance to exhibition stands and exhibition equipment temporarily removed from Your business premises to elsewhere in Ireland or the United Kingdom including whilst in transit provided that Our liability in respect of this extension shall not exceed €5,000 for any one incident

Trees, Shrubs and Plants

- 41 We will pay for DAMAGE not otherwise excluded occurring during the Period of Insurance to trees, shrubs or plants at your business premises, which are owned by You or for which You are legally responsible, as a result of fire or explosion, including such DAMAGE to landscaped gardens caused by the emergency services attending any such incident provided that Our liability in respect of this extension shall not exceed €25,000 for any one incident

Inadvertent Omissions

- 42 Having notified Us of Your intention to insure all Buildings in which You have an interest and it being Your understanding that all property is accounted for, if any such property is found to have been omitted, We will deem it to be insured within the terms of this Policy, provided that such Buildings are built mainly of brick, stone or concrete and roofed with slates, non-combustible tiles, concrete, asphalt, metal sheets or slabs composed entirely of non-combustible minerals or ingredients.

This is subject to payment of the appropriate premium either from policy inception or from the date which You became legally responsible for such property

Provided that Our liability in respect of this extension shall not exceed €500,000 for any one incident

Bequeathed Property

- 43 We will pay for DAMAGE not otherwise excluded occurring during the Period of Insurance to Buildings or Contents, anywhere in Ireland or the United Kingdom, which have been bequeathed to You, provided that:
- (a) the property is not insured elsewhere; and
 - (b) You tell us the additional values as soon as possible and no later than three months from the commencement of Your interest in the property; and
 - (c) You pay the additional premium required; and
 - (d) the Buildings have not been left unoccupied or unused for more than 30 days before such DAMAGE occurs.
 - (e) the Buildings are built mainly of brick, stone or concrete and roofed with slates, non-combustible tiles, concrete, asphalt, metal sheets or slabs composed entirely of non-combustible minerals or ingredients
 - (f) Our liability in respect of this extension shall not exceed €250,000 for any one incident

Otherwise, We will not have to pay any claim.

Metered Water and Fuel

- 44 We will pay the cost to You of any metered water, gas or electricity that You did not use, but You are legally responsible for, due to an unauthorised third party occupying or unlawfully using Your business premises provided that You discover the unauthorised occupation or unlawful use during the Period of Insurance.

We will not make any payment under this additional cover unless You inspect the unoccupied building at least weekly and take action to prevent further losses as any potential claim is discovered

Provided that Our liability in respect of this extension shall not exceed €5,000 for any one incident

Extinguisher/Alarm Re-Setting Expenses

- 45 We will pay the necessary and reasonable costs and expenses You incur in order to refill fire extinguishing appliances, replace sprinkler heads and reset the fire or intruder alarm system following DAMAGE not otherwise excluded occurring during the Period of Insurance provided that Our liability in respect of this extension shall not exceed €5,000 for any one incident

Section 2 - Business Interruption

This cover is applicable to the Insured's Business and Premises specified in the Schedule

In the event of the Business carried on by the Insured at the Premises being interrupted or interfered with as a consequence of DAMAGE (being physical loss or physical destruction of or physical damage to property used by the Insured at the Premises for the purpose of the Business) by any of the Contingencies A-M specified as being insured in Section 1 then the Insurer will pay to the Insured in respect of each item shown as insured in the Schedule the amount of loss resulting from such interruption or interference provided that the liability of the Insurer shall not exceed

- (i) in respect of Increase in Cost of Working/Income/Gross Profit/Rent Receivable the sum insured by each item
- (ii) 133 $\frac{1}{3}$ % of the sum insured on Estimated Income/Estimated Gross Profit/Estimated
- (iii) in respect of each other item its sum insured

as stated in the Schedule at the time of the DAMAGE.

In respect of **Increase in Cost of Working**

The amount payable as indemnity in respect of Increase in Cost of Working shall be the additional expenditure necessarily and reasonably incurred during the Indemnity Period in respect of fitting up of temporary premises removal costs and expenses incidental thereto including increased rent lighting and heating charges and other similar expenses.

Inner limit of liability:

In the first 3 months of the Indemnity Period up to 50% of the Sum Insured

In respect of **Income**

The Insurance under this item is to reimburse the Insured in respect of (a) Loss of Income and (b) Increase in Cost of Working and the amount payable as indemnity shall be

(a) **In respect of loss of Income**

the amount by which the Income during the Indemnity Period shall in consequence of the DAMAGE fall short of the Standard Income.

(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 Income 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 Income thereby avoided

less any sum saved during the Indemnity Period in respect of any expenses of the Business payable out of Income which cease or reduce in consequence of the DAMAGE.

Underinsurance

If the Sum Insured on Income by this Cover be less than the Annual Income (or a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds twelve months) the amount payable shall be proportionately reduced.

Income

The money paid or payable to the Insured for services rendered in the course of the Business at the Premises

Annual Income

The Income during the twelve months immediately before the date of the DAMAGE

Standard Income

The Income during that period in the twelve months immediately before the date of the DAMAGE which corresponds with the Indemnity Period

Adjustments shall be made to Income Annual Income and Standard Income as may be necessary to provide for the trend of the Business and for variations in or other circumstances affecting the Business either before or after the DAMAGE or which would have affected the Business had the DAMAGE not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the DAMAGE would have been obtained during the relative period after the DAMAGE

In respect of **Gross Profit**

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

(a) **In respect of Reduction in Turnover**

the sum produced by applying the Rate of Gross Profit to the amount by which the Turnover during the Indemnity Period shall in consequence of the DAMAGE fall short of the Standard Turnover

(b) **In respect of Increase in Cost of Working**

the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in Turnover which but for that expenditure would have taken place during the Indemnity Period in consequence of DAMAGE but not exceeding the sum produced by applying the Rate of Gross Profit to the amount of the reduction thereby avoided

less any sum saved during the Indemnity Period in respect of any expenses of the Business payable out of Gross Profit which cease or reduce in consequence of the DAMAGE.

Underinsurance

If the Sum Insured on Gross Profit by this Cover be less than the sum produced by applying the Rate of Gross Profit to the Annual Turnover (or to a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds twelve months) the amount payable shall be proportionately reduced.

Turnover

The money paid or payable to the Insured for goods sold and delivered and for services rendered in course of the Business at the Premises.

Gross Profit

The amount by which -

- (i) the sum of the amount of the Turnover and the amounts of the closing stock and work in progress shall exceed
- (ii) the sum of the amounts of the opening stock and work in progress and the amount of the Uninsured Working Expenses.

Note:

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

Uninsured Working Expenses

Purchases (less discounts received) and discounts allowed.

Note: The words and expressions used in this definition shall have the meaning usually attached to them in the books and accounts of the Insured.

Rate of Gross Profit

the rate of gross profit earned on the Turnover during the financial year immediately before the date of the DAMAGE

Annual Turnover -

the Turnover during the twelve months immediately before the date of the DAMAGE

Standard Turnover -

the Turnover during that period in the twelve months immediately before the date of the DAMAGE which corresponds with the Indemnity Period

Adjustments shall be made to the Rate of Gross Profit Annual Turnover and Standard Turnover as may be necessary to provide for the trend of the Business and for variations in or other circumstances affecting the Business either before or after the DAMAGE or which would have affected the Business had the DAMAGE not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the DAMAGE would have been obtained during the relative period after the DAMAGE

In respect of **Rent Receivable**

The Insurance under this item is to reimburse the Insured in respect of (a) Loss of Rent Receivable and (b) Increase in Cost of Working and the amount payable as indemnity shall be

(a) **In respect of loss of Rent Receivable**

the amount by which the Rent Receivable during the Indemnity Period shall in consequence of the DAMAGE fall short of the Standard Rent Receivable

(b) **In respect of Increase in Cost of Working**

the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in Rent Receivable which but for that expenditure would have taken place during the Indemnity Period in consequence of the DAMAGE but not exceeding the amount of the reduction in Rent Receivable thereby avoided

less any sum saved during the Indemnity Period in respect of any expenses of the Business normally payable out of Rent Receivable which cease or reduce in consequence of the DAMAGE provided that

Underinsurance

if the Sum Insured or Rent Receivable by this Cover 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.

Rent Receivable

The money paid or payable to the Insured for accommodation and services provided in course of the business Premises

Annual Rent Receivable

The Rent Receivable during that period in the twelve months immediately before the date of the DAMAGE

Standard Rent Receivable

The Rent Receivable during that period in the twelve months immediately before the date of the DAMAGE which corresponds with the Indemnity Period

Adjustments shall be made to Rent Receivable Annual Rental Receivable and Standard Rent Receivable as may be necessary to provide for the trend of the Business and for variations in or other circumstances affecting the Business either before or after the DAMAGE or which would have affected the Business had the DAMAGE not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the DAMAGE would have been obtained during the relative period after the DAMAGE

In respect of **Estimated Income**

The Insurance under this Item is to reimburse the Insured in respect of (a) Loss of Income and (b) Increase in Cost of Working and the amount payable as indemnity shall be

(a) In respect of loss of Income

the amount by which the Income during the Indemnity Period shall in consequence of the DAMAGE fall short of the Standard Income

(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 Income 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 Income thereby avoided

less any sum saved during the Indemnity Period in respect of any expenses of the Business payable out of Income which cease or reduce in consequence of the DAMAGE.

Income

The money paid or payable to the Insured for services rendered in the course of the business at the Premises.

Estimated Income

The amount declared by the Insured to the Insurer as representing not less than the Income 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 were the Maximum Indemnity Period exceeds twelve months).

Standard Income

The Income during that period in the twelve months immediately before the date of the DAMAGE which corresponds with the Indemnity Period.

In respect of **Estimated Gross Profit**

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

(a) In respect of Reduction in Turnover

the sum produced by applying the Rate of Gross Profit to the amount by which the Turnover during the Indemnity Period shall in consequence of DAMAGE fall short of the Standard Turnover

(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 Turnover which but for that expenditure would have taken place during the Indemnity Period in consequence of the DAMAGE but not exceeding the sum

produced by applying the Rate of Gross Profit to the amount of the reduction thereby avoided

less any sum saved during the Indemnity Period in respect of expenses of the Business payable out of Gross Profit which cease or reduce in consequence of the DAMAGE.

Turnover

The money paid or payable to the Insured for goods sold and delivered and for services rendered in course of the Business at the Premises.

Gross Profit

The amount by which -

- (i) the sum of the amount of the Turnover and the amounts of the closing stock and work in progress shall exceed
- (ii) the sum of the amounts of the opening stock and work in progress and the amount of the Uninsured Working Expenses

Note: The amounts of the opening and closing stocks and work in progress shall be arrived at in accordance with the Insured's normal accountancy methods due provision being made for depreciation.

Estimated Gross Profit

The amount declared by the Insured to the Insurer 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).

Uninsured Working Expenses

Purchases (less discounts received) and discounts allowed

Note: The words and expressions used in this definition shall have the meaning usually attached to them in the books and accounts of the Insured.

Rate of Gross Profit

the rate of gross profit earned on the Turnover during the financial year immediately before the date of the DAMAGE

Standard Turnover

the Turnover during that period in the twelve months immediately before the date of the DAMAGE which corresponds with the Indemnity Period

Adjustments shall be made to the Rate of Gross Profit and the Standard Turnover as may be necessary to provide for the trend of the Business and for variations in or other circumstances affecting the Business either before or after the DAMAGE or which would have affected the Business had the DAMAGE not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the DAMAGE would have been obtained during the relative period after the DAMAGE

PROVISIONS APPLICABLE TO ALL ITEMS UNLESS OTHERWISE STATED

Definitions

Contingencies

- 1 Any physical loss or physical destruction or physical damage as insured by the Material Damage Cover and which is specified under Contingencies A-M therein
- 2 Explosion of any boiler or economiser on the Premises
- 3 Any other Contingency specified and defined in Section 2 of the Schedule.

Indemnity Period

The period beginning with the occurrence of the DAMAGE and ending not later than the Maximum Indemnity Period thereafter during which the results of the Business shall be affected in consequence of the DAMAGE.

Maximum Indemnity Period

As stated in the Schedule.

Premises

Any premises owned or occupied by the Insured at which property is stated to be insured in Section I of the Policy.

Material Damage Proviso

At the time of the happening of the DAMAGE there shall be in force an insurance covering the interest of the Insured in the property at the Premises against such DAMAGE and that payment shall have been made or liability admitted therefore under such insurance or would have been made or admitted but for the operation of a proviso excluding liability for losses below a specified amount.

Note 1: To the extent that the Insured is accountable to the tax authorities for Value Added Tax all terms in this Cover shall be exclusive of such tax

Note 2: For the purpose of these definitions any adjustment implemented in current cost accounting shall be disregarded.

Special conditions

1 Cover Avoided

This Cover shall be avoided if the Business is wound up or carried on by a liquidator or receiver or permanently discontinued at any time after the commencement of this insurance unless admitted by the Insurer in writing.

2 Premium Adjustment (Applicable to Items specified as insured in the Schedule)

The premium paid may be adjusted on receipt by the Insurer of a declaration of Income/Gross Profit/Rent Receivable earned during the financial year most nearly concurrent with the Period of Insurance as reported by the Insured's auditors.

If any DAMAGE shall have occurred giving rise to a claim for loss of Income/Gross Profit/Rent Receivable the above mentioned declaration shall be increased by the Insurer for the purpose of premium adjustment by the amount by which the Income/Gross Profit/Rent Receivable was reduced during the financial year solely in consequence of the DAMAGE.

If the declaration (adjusted as provided for above and proportionately increased where the Maximum Indemnity Period exceeds twelve months) is less than the Sum Insured on Income/Gross Profit/Rent Receivable for the relative Period of Insurance the Insurer will either

- (a) allow a pro-rata return of premium not exceeding 50% of the premium paid or
- (b) if this cover is on a 75% provisional premium basis and the declaration
 - (i) is less than 75% of the Sum Insured on Income/Gross Profit/Rent Receivable for the relative period the Insurer will allow a pro rata return of premium not exceeding 33 1/3% of the provisional premium paid
 - (ii) is greater than 75% of the Sum Insured on Income/Gross Profit/Rent Receivable for the relative period the Insured shall pay a pro rata additional premium not exceeding 33 1/3% of the provisional premium paid to the Insurer.

In the event that no declaration is received within six months of the expiry of such Period of Insurance the balance of 25% shall be paid.

3 Premium Adjustment (Applicable to Items specified as insured in the Schedule)

The premium paid is provisional and is based on the Estimated Income/Estimated Gross Profit for the financial year most nearly concurrent with the Period of Insurance. The Insured shall furnish to the Insurer not later than six months after the expiry of each Period of Insurance a declaration confirmed by the Insured's Auditors of the Income/Gross Profit/ earned during the financial year most nearly concurrent with the Period of Insurance.

If any DAMAGE shall have occurred giving rise to a claim for loss of Income/Gross Profit the above mentioned declaration shall be increased by the Insurer for the purpose of premium adjustment by the amount by which the Income/Gross Profit/ was reduced during the financial year solely in consequence of the DAMAGE.

If the declaration (adjusted as provided for above and proportionately increased where the Maximum Indemnity Period exceeds twelve months) is

- (a) less than the Estimated Income/Estimated Gross Profit for the relative Period of Insurance the Insurer will allow a pro-rata return of the premium paid on the Estimated Income/Estimated Gross Profit/Estimated but not exceeding 50% of such premium
- (b) greater than the Estimated Income/Estimated Gross Profit for the relative Period of Insurance the Insured shall pay a pro rata additional to the premium paid on the Estimated Income/Estimated Gross Profit.

4 Renewal Clause

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

5 Deliberate Act by Supply Undertaking Exclusion

The Insurer will not indemnify the Insured in respect of DAMAGE caused by the deliberate act of a supply undertaking in withholding the supply of water, gas, electricity, fuel or telecommunications services.

However, the Insurer will indemnify the Insured in respect of

- (a) such DAMAGE which itself results from a cause not otherwise excluded
- (b) subsequent DAMAGE which is not otherwise excluded.

Extensions – The following Extensions shall apply to this Section. Unless specifically amended in the Schedule or otherwise stated in this Section, the liability under each shall be limited to €25,000 in respect of any one occurrence.

Note that these extensions are not applicable when basis of cover is Increase in Cost of Working.

DAMAGE as insured by this Cover includes

1 Suppliers Customers and Property Stored

- (a) the premises of any of the Insured's suppliers manufacturers or processors of components goods or materials but excluding the premises of any public supply undertaking from which the Insured obtains electricity gas water or telecommunications services
- (b) the premises of any of the Insured's customers with whom the Insured has a contract or trading relationship to supply goods or services
- (c) premises not in the occupation of the Insured where property of the Insured is stored.

2 Contract Sites

any situation not in the occupation of the Insured where the Insured is carrying out a contract.

3 Prevention of Access

Loss resulting from interruption of or interference with the Business as a result of physical loss or physical destruction of or physical damage to property within one kilometre distance of the boundary of the Premises which physically prevents or restricts access to or use of the Premises. The Insurer will not provide cover for

- (1) any action taken in controlling, preventing or suppressing the spread of any disease
- (2) any danger or disturbance caused wholly or partly by the Insured, or through the Insured's misconduct, connivance, neglect or omission
- (3) any interruption or interference lasting less than 72 consecutive hours
- (4) any loss arising from any destruction of or damage to property of any public utility from which the Insured obtains supplies or services.

The maximum the Insurer will pay in the aggregate any one Period of Insurance is €25,000

4 Public Utilities

Property at any

- (a) generating station or sub-station of the public electricity supply undertaking
- (b) land based premises of the public gas supply undertaking or of any natural gas producer linked directly therewith
- (c) waterworks or pumping station of the public water supply undertaking

(d) land based premises of the public telecommunications undertaking
from which the Insured obtains electricity gas water or telecommunications services

5 Transit

Property of the insured whilst in transit by road rail or inland waterway but excluding Impact cover in respect of the conveying vehicle.

6 Loss of Attraction

Loss resulting from interruption of or interference with the Business as a result of physical loss or physical destruction of or physical damage to property or premises within one kilometre distance of the boundary of the Premises causing a diminution of attraction to the Premises which directly results in a reduction of the Turnover, Income or Rent Receivable of the Business.

The provisions of any Automatic Reinstatement Clause do not apply to this Clause

The Insurer will not provide cover for

- (1) any action taken in controlling, preventing or suppressing the spread of any disease
- (2) any danger or disturbance caused wholly or partly by the Insured, or through the Insured's misconduct, connivance, neglect or omission
- (3) any interruption or interference lasting less than 72 consecutive hours
- (4) any loss arising from any destruction of or damage to property of any public utility from which the Insured obtains supplies or services

The maximum the Insurer will pay in the aggregate any one Period of Insurance is €25,000

Clauses

1 Professional Accountants

Any particulars or details contained in the Insured's books of account or other business books or documents which may be required by the Insurer under Claims Condition 1 of this Policy for the purpose of investigating or verifying any claim under this Cover may be produced by professional accountants if at the time they are regularly acting as such for the Insured and their report shall be prima facie evidence of the particulars and details to which such report relates

The Insurer will pay to the Insured the reasonable charges payable by the Insured to their professional accountants for producing such particulars or details provided that the sum of the amount payable under this clause and the amount otherwise payable under this Cover shall in no case exceed the Limit of Liability.

2 Payments on Account

Payments on account may be made to the Insured during the Indemnity Period if required at the Insurer's discretion.

3 Accumulated Stocks

In adjusting any loss account shall be taken and an equitable allowance made if any shortfall in turnover due to the DAMAGE is postponed by reason of the turnover being temporarily maintained from accumulated stocks of finished goods in warehouses or depots.

4 Alternative Trading Clause

If during the Indemnity Period goods shall be sold or services shall be rendered elsewhere than at the premises for the benefit of the business either by the Insured or by others on their behalf the money paid or payable in respect of such sales or services shall be brought into account in arriving at the Income/Turnover/ during the Indemnity Period.

5 Uninsured Standing Charges Clause

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

6 Departmental Clause

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

7 Automatic Reinstatement

The liability of the Insurer will not be reduced by the amount of any loss provided that the Insured pays the premium calculated from the date of loss to the date of the expiry of the Period of Insurance.

Section 3 - Liabilities

Compensation Legal Costs Solicitor Fees

The Insurer will indemnify the Insured against

- (a) all sums which the Insured shall become legally liable to pay for compensation and claimants' costs and expenses in respect of any occurrence to which this Section applies as stated in the Specification and in connection with the Business
- (b) all costs and expenses of litigation incurred with the written consent of the Insurer in respect of a claim against the Insured to which the indemnity expressed in this Section applies
- (c) the payment of the solicitor's fee incurred with the written consent of the Insurer for representation of the Insured at proceedings in any court of summary jurisdiction arising out of any alleged breach of statutory duty resulting in any occurrence which may be the subject of indemnity under this Section or at any coroner's inquest or fatal accident or ministry inquiry in respect of any such occurrence
- (d) legal costs and other expenses incurred with the written consent of the Insurer and costs of the prosecution awarded against the Insured arising out of any prosecution of the Insured for a breach or alleged breach during the Period of Insurance of the Safety Health and Welfare at Work Act 2005 or similar safety legislation of the Republic of Ireland but the Insurer shall not be liable for any fines or penalties imposed

If Occurrence 1 is not insured by this Section the Insurer will not indemnify the Insured against such costs and expenses in respect of prosecutions involving the health safety or welfare of any Employee and arising out of and in the course of such person's employment by the Insured

Territorial Limits

This Section shall apply to events anywhere in the World but not

- (a) in connection with any business conducted by the Insured from premises outside the Section Territory
- (b) liability in respect of death bodily injury shock illness or disease of Employee and engaged by the Insured outside the Section Territory for the purpose of work by such person outside the Section Territory

The Section Territory shall mean the Republic of Ireland

INTERPRETATION

Additional Persons Insured

- I The Insured shall include
 - (a) in the event of the death of the Insured any personal representative of the Insured in respect of liability incurred by the Insured
 - (b) if the Insured specified in the Schedule so requests
 - (i) any director or partner of the Insured
 - (ii) Employee
 - (iii) any officer member or employee of the Insured's social sports or welfare organisations or first aid fire or ambulance services in such person's respective capacity as such
 - (c) for the purposes of Occurrence 1 and Occurrence 2 if the Insured specified in the Schedule so requests any Principal with whom the Insured has entered into an agreement for or including the performance of work within the Section Territory as far as is necessary to meet the requirements of such agreement but only in respect of death bodily injury shock illness disease loss or damage arising out of the performance of such work by the Insured
 - (d) for the purposes of Special Clause C the spouse of any person specified in I(b) above

Sports and Welfare Activities and Maintenance of Insured's Premises and Private Work

- 2 The Business shall include
 - (a) the provision and management of canteen social sports and welfare organisations for the benefit of the Insured's employees first aid fire and ambulance services and maintenance of the Insured's premises
 - (b) private work carried out by any servant of the Insured for a director partner or employee of the Insured with the prior consent of the Insured specified in the Schedule

Cross Liabilities

- 3 If there is more than one Insured specified in the Schedule this Section shall apply separately to each one as if a separate policy had been issued to each but the total liability of the Insurer shall not exceed the Amount of Indemnity

THE SPECIFICATION

Occurrences

1 Employers' Liability

Death bodily injury shock illness or disease caused during the Period of Insurance to any Employee if such death bodily injury shock illness or disease arises out of and in the course of such person's employment by the Insured

Special Clauses which apply

- E Contractual Liability
- L Vehicles (Employer's Liability)
- N Court Attendance Costs
- O Unsatisfied Court Judgements
- P Asbestos
- R Offshore

2 Public Liability

- (a) Death bodily injury shock illness or disease of any person other than an Employee
- (b) Loss of or physical damage to physical property not belonging to the Insured or in the charge or under the control of the Insured or any servant of the Insured
- (c) Loss arising from obstruction trespass nuisance or interference with any easement of air light water or way happening during the Period of Insurance but excluding occurrences as described in Occurrence 3 hereunder

Special Clauses which apply

- A Rented Premises
- B Employees' and Visitors' Personal Effects
- C Personal Liability - Home and Abroad
- D Deliberate Acts
- E Contractual Liability
- F Damage to Goods Supplied
- G Vehicles (Public and Products Liability)
- H Vessels and Craft
- I Pollution
- M Wrongful Arrest
- P Asbestos
- Q Motor Contingent Liability (Public and Products Liability)
- R Offshore

3 Products Liability

- (a) Death bodily injury shock illness or disease of any person other than an Employee
- (b) Loss of or physical damage to physical property not belonging to the Insured or in the charge or under the control of the Insured or any servant of the Insured

occurring during the Period of Insurance and caused by any commodity article or thing supplied installed erected repaired altered or treated by the Insured and happening elsewhere than at the Insured's premises

Special Clauses which apply

- D Deliberate Acts
- E Contractual Liability
- F Damage to Goods Supplied
- G Vehicles (Public and Products Liability)
- H Vessels and Craft
- I Pollution
- J Goods supplied to North America
- K Aircraft and Nuclear Products

- P Asbestos
- Q Motor Contingent Liability (Public and Products Liability)
- R Offshore

The Amount of Indemnity

Any One Event

The liability of the Insurer for all compensation payable to any claimant or number of claimants in respect of any one event or all events of a series consequent on one original cause shall not exceed the sum stated in the Schedule as the Amount of Indemnity

So far as concerns Occurrence 1 the Amount of Indemnity is inclusive of all payments under Compensation Legal Costs Solicitors' Fees

Any One Period

The liability of the Insurer for all compensation payable in respect of Occurrence 3 (Products Liability) happening during any one Period of Insurance shall not exceed the sum stated in the Schedule as the Amount of Indemnity for any one Period of Indemnity

SPECIAL CLAUSES

Applicable as stated in the Specification above.

Rented Premises

- A The exclusion of property in the charge or under the control of the Insured or any servant of the Insured shall not apply to premises (or fixtures or fittings thereof) hired or rented to the Insured even if loss or damage to such property arises from a vehicle for which cover is provided under Special Clause G but the indemnity provided by this Special Clause shall not apply to
- (a) liability assumed by the Insured by agreement which would not have attached in the absence of such agreement
 - (b) the first €625 of loss or damage to premises (or fixtures or fittings thereof) caused other than by fire or explosion

Employees' and Visitors' Personal Effects

- B The exclusion of property in the charge or under the control of the Insured or any servant of the Insured shall not apply to employees' or visitors' personal effects (including vehicles and their contents) but the indemnity provided by this Special Clause shall not apply to
- (a) property hired or lent to or borrowed by the Insured
 - (b) property in the charge or under the control of the Insured or any servant of the Insured for work thereon or service thereof
 - (c) liability assumed by the Insured by agreement which would not have attached in the absence of such agreement

Personal Liability Home and Abroad

- C This Section shall apply to the liability of any person specified in Interpretation 1(b) or spouse or child whilst within or outside the Section Territory on the Business of the Insured but this Special Clause shall not apply to liability in respect of
- (a) the ownership or occupation of any land or building
 - (b) any business carried on by such person or such person's spouse

Deliberate Acts

- D This Section shall not apply to liability in respect of any occurrence which results from a deliberate act or omission of the Insured and which could reasonably have been expected by the Insured having regard to the nature and circumstances of such act or omission

Contractual Liability

- E This Section shall not apply to liability assumed by the Insured by agreement in respect of death bodily injury shock illness disease loss or damage caused by any commodity article or thing supplied installed erected repaired altered or treated by the Insured unless such liability would have attached in the absence of such agreement

Damage to Goods Supplied

- F This Section shall not apply to liability in respect of recalling removing repairing replacing reinstating or the cost of or reduction in value of any commodity article or thing supplied installed erected repaired altered or treated by the Insured if such liability arises from any defect therein or the harmful nature or unsuitability thereof

Vehicles (Public and Products Liability)

- G This Section shall not apply to liability in respect of
- (a) (i) any vehicle for which compulsory insurance or security is required by any road traffic legislation if such vehicle is owned leased

hired borrowed or used by the Insured specified in the Schedule or by the person seeking indemnity

- (ii) any trailer for which compulsory insurance or security is required by any road traffic legislation if such trailer is owned leased hired borrowed or used by the Insured specified in the Schedule or by the person seeking indemnity
- (b) the loading or unloading of such vehicle or trailer
- (c) (i) the bringing of a load to such vehicle or trailer for the purpose of loading thereon
- (ii) the taking away of a load from such vehicle or trailer after unloading therefrom

where indemnity is provided by any motor insurance contract or where compulsory insurance or security is required by any road traffic legislation

Vessels and Craft

H This Section shall not apply to liability in respect of

- (a) any vessel or craft (other than hand propelled boats operated on inland waterways) made or intended to float on or in or travel through water or air or space if such vessel or craft is owned leased hired borrowed or operated by the Insured
- (b) the loading or unloading of such vessel or craft

Pollution

I This Section shall not apply to liability in respect of pollution or contamination other than caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance

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

The liability of the Insurer for all compensation payable in respect of all pollution or contamination which is deemed to have occurred during the Period of Insurance shall not exceed €2,600,000 in the aggregate

For the purpose of this clause "pollution or contamination" shall be deemed to mean

- (a) all pollution or contamination of buildings or other structures or of water or land or the atmosphere and
- (b) all loss or damage or death bodily injury shock illness disease directly or indirectly caused by such pollution or contamination

Goods Supplied to North America

J Unless otherwise agreed by the Insurer and additional premium paid this Section shall not apply to liability arising out of any commodity article or thing exported by or on behalf of the Insured to the United States of America or Canada including any commodity article or thing supplied prior to the inception of this Section which the Insured knows or could reasonably have been expected to know would be used within the United States of America or Canada

Aircraft and Nuclear Products

K This Section shall not apply to liability arising from any commodity article or thing supplied installed erected repaired altered or treated with the knowledge of the Insured or by or on behalf of the Insured which could affect

- (a) the navigation propulsion or safety of any aircraft or other aerial device
- (b) the safety or operation of nuclear installations

Vehicles (Employer's Liability)

L This Section shall not apply to liability for which compulsory insurance or security is required by any road traffic legislation

Wrongful Arrest

M This Section shall apply to liability arising out of wrongful arrest detention imprisonment eviction or wrongful accusation of shoplifting of any person but the indemnity provided by this Special Clause shall not exceed €50,000 in any one Period of Insurance

Court Attendance Costs

N In the event of Employee attending court as a witness at the request of the Insurer in connection with an occurrence in respect of which the Insured is entitled to indemnity under this Section the Insurer will provide compensation to the Insured at the rate of €150 per day for each day (or part thereof) on which attendance is required

Unsatisfied Court Judgements

O The Insurer will at the request of the Insured as specified in the Schedule pay to any Employee (or in the event of the death of such person or their personal representative) the amount of damages (other than liquidated damages) and costs awarded to such person in any judgement obtained within a court within the Republic of Ireland against any company registered therein or any individual domiciled in the Republic of Ireland to the extent that such amount remains unsatisfied in whole or in part more than six months after the date of such judgement

Provided that

- (a) such death bodily injury shock illness or disease arises out of and in the course of such persons employment by the Insured
- (b) In respect of such judgement
 - (i) there is no appeal outstanding
 - (ii) if any payment is made by virtue of the indemnity provided by this Special Clause the person to whom such payment is made shall assign the judgement to the Insurer

Asbestos

P Applicable to Occurrence 1 Employers' Liability

The Insurer will not be liable for legal liability or defence costs and expenses arising directly or indirectly or caused by or alleged to be caused by or contributed to, in whole or in part by or arising out of the manufacture of, mining of, use of, sale of, installation of, survey or investigation of, management of, removal of, distribution of asbestos products, asbestos fibres or asbestos dust or property or materials containing any of the foregoing, including, without limitation, all liability to pay claimants' or the Insured's legal costs and expenses or any other costs and expenses, howsoever incurred, in the investigation, defence and/or settlement of any claim against the Insured or in respect of any other inquest, inquiry, enforcement action, or proceedings in which the Insured may be involved in relation to any of the foregoing.

Applicable to Occurrences 2 and 3 Public Liability & Products Liability

The Insurer will not be liable for legal liability or defence costs and expenses arising directly or indirectly or caused by or alleged to be caused by or contributed to, in whole or in part, by or arising out of the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use of or exposure to asbestos or material or products containing asbestos, whether or not there is another cause of loss which may have contributed concurrently or in any sequence to such liability.

However, in respect of:

- (a) liability for loss of or damage to material property, only that part of any such loss or damage which is directly or indirectly arising out of or resulting from the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use of or exposure to asbestos is excluded by the foregoing;
- (b) liability for injury, only that part of any such injury which is directly or indirectly arising out of or resulting from the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use of or exposure to asbestos is excluded by the foregoing.

Motor Contingent Liability (Public and Products Liability)

- Q This Section shall apply to liability arising from any vehicle or trailer attached thereto being used in connection with the Business within the Section Territory which is not owned loaned leased hired or borrowed by the Insured specified in the schedule but shall not apply to liability
 - (a) in respect of damage to the vehicle or trailer or goods carried in or on the vehicle or trailer
 - (b) while the vehicle is being driven by the Insured or any person who to the knowledge of the Insured or the Insured's representatives does not hold a licence to drive the vehicle unless such person has held and is not disqualified from holding or obtaining such a licence
 - (c) where indemnity is provided by another insurance policy

The indemnity provided by this Special Clause shall not exceed €50,000 any one event

Offshore

- R This Section shall not apply to liability in respect of work in or on or travel to from or within or anything supplied installed erected repaired altered or treated to any offshore
 - (a) accommodation exploration drilling or production rig or platform
 - (b) support vessel

SPECIAL CONDITIONS

Suspension of cover

- I The Insurer may at any reasonable time inspect any property and in the event of any defect or danger being apparent the Insurer may give written notice to the Insured when all liability of the Insurer arising from such defect or danger may be suspended

Adjustment

- 2 If the premium for this Section has been calculated on any estimates given by the Insured the Insured shall keep an accurate record containing all relevant particulars and shall at any reasonable time allow the Insurer to inspect such record and following the expiry of each Period of Insurance shall supply to the Insurer a correct statement or if requested by the Insurer figures certified by the Insured's auditors so that the premium for that period shall be calculated and the difference paid by or allowed to the Insured as the case may be

Should the Insured fail to supply a statement within one month after the expiry date shown in the Schedule the Insurer shall be entitled if it so wishes to charge an additional premium in respect of that Period of Insurance

Avoidance and recovery

- 3 The indemnity granted by this Section is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to employees in any of the Section Territory but the Insured shall repay to the Insurer all sums paid by the Insurer which the Insurer would not have been liable to pay but for the provisions of such law

Non-Contribution

- 4 If at the time of an occurrence or claim there is or but for the existence of this Section would be any other policy of indemnity or insurance in favour of or effected by or on behalf of the Insured applicable to such occurrence or claim the Insurer shall not be liable under this Section to indemnify the Insured in respect of such occurrence or claim except as far as concerns any excess beyond the amount which would be payable under such other indemnity or insurance had this Section not been effected

Section 5 - Legal Protection

SECTION DEFINITIONS

Excess

Excess means the first €200 of each and every claim by the Insured for which the Insured is responsible.

Legal Expenses

Legal Expenses means legal costs and expenses reasonably and necessarily incurred by the Insured, with the Insurer's prior written approval.

Legal Representative

Legal Representative means the solicitor appointed, with the Insurer's agreement, in the name of and on behalf of the Insured.

INSURING AGREEMENT

The Insurer will indemnify the Insured for Legal Expenses

- 1 **Employment Disputes**
arising during the Period of Insurance and from the Insured's pursuit of legal proceedings arising from any dispute relating to a contractual relationship between the Insured and any Employee, former Employee or prospective employee in connection with the Business.
- 2 **Pursuit of Damages**
arising during the Period of Insurance and from the Insured's pursuit of legal proceedings for damages arising from legal liability arising out of or in connection with the Business.
- 3 **Contract Disputes**
arising during the Period of Insurance and from the Insured's pursuit or defence of legal proceedings relating to contractual relationships between the Insured and any supplier in respect of a contract for the purchase, hire, sale or supply of goods or services in connection with the Business.
- 4 **Damage to Business Property**
arising during the Period of Insurance and from the Insured's pursuit or defence of legal proceedings relating to damage to the Insured's property as insured under Section 1.
- 5 **Property Rights**
arising during the Period of Insurance and from
 - (a) the Insured's pursuit of legal proceedings in respect of the infringement of the Insured's legal rights relating to the ownership and occupation of the Insured's property as insured under Section 1., provided such infringement does not arise from a contract made between the Insured and a third party
 - (b) the Insured's defence of legal proceedings in respect of the infringement of the legal rights of a third party relating to the ownership and occupation of the Insured's property as insured under Section 1.
- 6 **Breach of Statute**
incurred during the Period of Insurance and in the defence of the Insured in any prosecution for breach of statute, statutory instrument, order or regulation in connection with the Business.

Provided that the Insurer's total maximum liability in respect of the indemnity provided by 1, 2, 3, 4, 5 and 6 above shall not exceed €150,000

SECTION EXTENSION

Investigation Reports

We will indemnify the Insured for Legal Expenses incurred during the Period of Insurance and arising out of or in connection with the investigation and preparation of any report in connection with any matter which may give rise to a claim under this Section provided that the Insurer's maximum liability under this Extension is €25,000 in respect of any one Incident and anyone Period of Insurance.

SECTION CONDITIONS

I Insured's Duties

- (a) The Insured must co-operate fully with the Insurer and with the Legal Representative in all respects and must keep the Insurer continually informed of all material developments in the legal representations or proceedings.
- (b) The Insured must give the Legal Representative any instructions required of the Insurer.
- (c) If, in any proceedings, the Insured is unsuccessful in any claim, defence or appeal, no further appeal or other proceedings may be commenced without the Insurer's prior written consent.

2 Legal Representation

- (a) If We accept a claim under this Section, the Insured shall provide Us with the name and address of their proposed Legal Representative. The Legal Representative must not be appointed until We are satisfied that the proposed Legal Representative has the appropriate qualification to provide legal advice and assistance.
- (b) shall have direct access to the Legal Representative at all times.

3 Reasonable Legal Expenses

The Insured must satisfy the Insurer that it is reasonable to incur Legal Expenses considering the amount of the remedy claimed compared to cost of the Legal Expenses to be incurred.

4 Reasonable Prospects

The Legal Representative must advise that Reasonable Prospects exist. The Insurer may cease to provide indemnity at any time if the Insurer feels that Reasonable Prospects no longer exist, in which case, the Insurer will inform the Insured of its reasons for doing so.

5 Settlement Offers

- (a) The Insured must notify the Insurer if anyone offers to settle a claim and must not negotiate or agree to any settlement without its consent.
- (b) The Insured must not refuse any reasonable offer to settle a claim without the Insurer's prior approval.
- (c) The Insurer may decide to pay the Insured the reasonable value of the claim that the Insured is claiming or that is being claimed against the Insured instead of starting or continuing legal action. In which case, the Insured must allow the Insurer to take over and pursue or settle a claim in their name. The Insured must allow the Insurer, where legally permitted, to pursue at its own expense and for its benefit, any claim for compensation against any other person and the Insured must give the Insurer all the information and help that the Insurer may need to do so.

6 Withdrawal of Cover

- (a) If the Insured withdraws from a claim without the Insurer's prior agreement or does not give suitable instructions to the Legal Representative, the Insurer can withdraw cover and will be entitled to reclaim any Legal Expenses that it has paid.
- (b) If the Legal Representative refuses to continue acting for the Insured or if the Insured dismisses the Legal Representative, the cover provided under this Section will cease immediately, unless the Insurer agrees to the appointment of an alternative Legal Representative to continue the claim.

SECTION EXCLUSIONS

The Insurer will not be liable for

1 Amounts Owed

any claim for Legal Expenses arising out of or in connection with any amounts owed to the Insured not made within six months of such amounts becoming due and payable.

2 Asbestos

any claim directly or indirectly caused by or arising from in consequence of or in any way involving asbestos.

3 Bodily Injury

Legal Expenses arising out of or in connection with Bodily Injury to any person.

4 Consent

Legal Expenses incurred

- (a) without its prior written consent or in excess of its consent
- (b) prior to its acceptance of a claim as valid.

5 Deliberate or Intentional Acts

Legal Expenses arising out of or in connection with any

- (a) prosecution deliberately sought by the Insured
- (b) deliberate breach by the Insured of an express term of any contract
- (c) deliberate or intentionally dishonest, fraudulent, criminal or malicious act or omission committed by any person after the Insured discovers or has reasonable grounds for suspicion of such act or omission.

6 Disputes

Legal Expenses or other costs

- (a) arising out of or in connection with a dispute between the Insured and Us or
- (b) arising out of or in connection with a dispute between the Insured and the Legal Representative.
- (c) which the Insured should or would have had to incur irrespective of any dispute.

7 Fines or Penalties

any fines, penalties, damages, compensation or awards.

8 Insured's Actions

Legal Expenses incurred

(a) in the defence or pursuit of any case in a manner contrary to that advised by the Legal Representative.

(b) if the Insured fails to properly instruct the Legal Representative in a timely manner or if the Insured is responsible for a delay which, We believe, is prejudicial to the case.

9 Excess

the amount of any Excess.

10 Jurisdiction

Legal Expenses arising out of or in connection with any judgement, award or settlement made within countries, states or territories which operate under the laws of the United States of America or Canada or from any order made anywhere in the world to enforce such judgement, award or settlement in whole or in part.

11 Pollution and Contamination

Legal Expenses arising directly or indirectly out of or in connection with pollution or contamination unless such pollution or contamination is caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific place and time during the Period of Insurance provided that all pollution or contamination which arises out of one incident shall be considered for the purpose of this Policy to have occurred at the time such incident takes place.

12 Prior Incidents

Legal Expenses arising out of or in connection with any actual or alleged incident, cause, event or circumstance occurring prior to or existing at the inception of cover under this Section and which the Insured knew, or ought reasonably to have known may give rise to a claim under this Section. Where there is a series of incidents, causes, events or circumstances, the first incident, cause, event or circumstance will be decisive.

13 Third Parties

Legal Expenses incurred for which a third party would be liable.

Section 8 - Personal Accident

Section Definitions

Event

Accidental bodily injury which shall independently of any other cause be the sole cause of any of the Results

Results

- (a) Death
- (b) Total and permanent loss of all sight in one or both eyes
- (c) Total loss by physical severance or total and permanent loss of use of one or both hands or feet
- (d) Permanent total disablement from usual occupation
- (e) Temporary total disablement from usual occupation
- (f) Temporary partial disablement from attending to a substantial and essential part of usual occupation
- (g) Incurred medical expenses.

Earnings (if applicable)

The greater of

- (a) The total remuneration paid by the Insured to the Person Insured during the twelve months immediately preceding the happening of the Event or
- (b) The annual rate of the basic guaranteed wage or salary at the time of the happening of the Event.

Cover

The Insurer agrees that if during any Period of Insurance the Event shall happen to any Person Insured and such Person Insured shall within two years of the happening of such Event suffer any of the Results the Insurer will subject to the terms of this Section pay to the Insured the Compensation specified in the Policy Schedule for such Result.

Compensation Limits

Compensation for

- 1 Results (e) and (f) shall be payable for a period not exceeding 104 weeks from the commencement of the first Result to occur
- 2 Result (f) shall be 25% of the weekly Compensation payable for Result (e) unless otherwise specified in the Policy Schedule as applying to Result (f)
- 3 Result (g) shall be reimbursed up to €35 per €1,250 of the Compensation paid for any of Result (a) to (d) or 20% of the total weekly Compensation paid whichever is the greater subject to a maximum sum of €650
- 4 Either or both of Results (e) and (f) shall be payable when the total amount has been agreed or at the request of the Insured at intervals of not less than four weeks (but not in advance) commencing four weeks after receipt of written notice of the Event by the Insurer

Compensation shall not be payable for

- (i) More than one of the Results (a) to (d) in respect of any one Person Insured and when payable for one of those Results shall not be payable for either or both Results (e) and (f) caused by the same Event or any of the Results caused by any subsequent event
- (ii) Both of Results (e) and (f) in respect of the same period of time.

Limit of Liability

The liability of the Insurer in respect of one or more Persons Insured for all Compensation payable in respect of or arising out of any one occurrence or all occurrences of a series consequent upon one original cause shall not exceed the sum specified in the Policy Schedule as the Limit of Liability.

Special Clauses

Disappearance

Death shall be presumed to have been suffered by the Person Insured if the Person Insured disappears and is missing for ninety consecutive days and the Insured produces to the Insurer sufficient evidence that leads the Insurer inevitably to the conclusion that an Event has happened to such Person Insured and caused such disappearance provided that if the Person Insured is found to be living after Compensation has been paid by the Insurer then such Compensation shall be refunded to the Insurer.

Exposure

If the Person Insured shall suffer any of the Results caused by exposure to the elements such Result shall be deemed to have been caused by an Event.

Conditions**Non assignment**

The Insurer shall not be concerned with or affected by any notice or trust charge or assignment relating to this Section and the receipt of the Insured shall in all cases completely discharge the Insurer.

Exclusions

This insurance shall not apply to any Event or Result consequent upon

1. Suicide or attempt thereof.
2. The Person Insured engaging in air travel except as a passenger in a fully licensed passenger carrying aircraft.
3. The Person Insured engaging in or practicing for winter sports, parachuting or hang gliding, mountaineering, racing on horseback or wheels or hunting
4. The Person Insured suffering from illness or disease not resulting from bodily injury or suffering from bodily injury due to any gradually operating cause.
5. Human Immunodeficiency Virus (HIV) and/or any related illness including Acquired Immune Deficiency Syndrome (AIDS) however caused and/or mutant derivatives variations or treatment thereof however caused.

Section 13 - Management Liability Insurance

SECTION DEFINITIONS

Bail Bond Costs

The reasonable premium (not including any collateral) for a bond or other financial instrument to guarantee an Insured Person's contingent obligation for bail or equivalent in any jurisdiction required by a court in respect of any Claim.

Benefit Scheme

Any

- (1) pension scheme, programme or plan other than any defined benefit pension scheme
- (2) profit sharing, share option or share purchase scheme
- (3) health and welfare or other Employee benefit plan or trust

established or conducted for the benefit of the Company or any Employee and their families and dependents.

Bodily Injury

Any injury, death, illness, disease, sickness, psychological injury, emotional distress or nervous shock.

Business

The Business of the Company stated in the Schedule.

Claim

Any

- (1) demand, whether oral or in writing, for damages, compensation or specific non-pecuniary relief
- (2) notice of intention whether oral or in writing to commence civil proceedings including third party proceedings, counterclaim or arbitration proceeding including Disqualification Proceedings
- (3) notice of intention, whether oral or in writing, to commence criminal proceedings including Extradition Proceedings
- (4) notice of formal administrative or formal regulatory proceedings
- (5) official notice of a Formal Investigation
- (6) raid or on-site visit by an Official Body
- (7) self-report to an Official Body of possible breach of legal or regulatory duty by an Insured Person.

Company

The Insured or any Subsidiary Company.

Company Wrongful Act

Any

- (1) breach of duty including breach of trust
- (2) negligent act, error or omission
- (3) defamation committed in good faith
- (4) breach of warranty of authority
- (5) negligent misstatement or misleading statement

actually or allegedly committed or attempted by the Company and arising from the Business within the Territorial Limits.

Corporate Manslaughter

The prosecution of the Company under any legislation in relation to corporate manslaughter.

Crisis Event

Any

- (1) allegations of fraud or corruption against an Insured Person
- (2) serious injury to an Employee or member of the public
- (3) resignation or dismissal of any member of the Company's main board of directors
- (4) Formal Investigation or raid at a Company premises by any Official Body or other institution that is sanctioned to investigate the Company's affairs
- (5) adverse media commentary regarding an Employment Wrongful Act

where, as a consequence of negative publicity or media attention, We agree with the Company or an Insured Person that the commercial success of the Company and/or the reputation of any Insured Person is at risk

Defence Costs

The reasonable and necessary costs and expenses incurred by an Insured Person or the Company, with Our prior written consent, in the investigation or defence of any Claim.

Defence Costs do not include the Company's own management costs or any overtime, wages, salaries or fees of any Insured Person or any Employee.

Derivative Investigation Costs

The reasonable and necessary costs and expenses incurred by an Insured Person solely in connection with the Insured Person's preparation for and response to an investigation in respect of that Insured Person.

This definition does not include

- (1) the remuneration of any Insured Person or the cost of their time
- (2) any other costs or overheads of the Company
- (3) the costs of complying with any formal or informal discovery or other request seeking information which is in the possession or control of any company, the requestor or any other third party.

Director

Any natural person who was, is, or becomes during the Period of Insurance a director of the Company including a de facto or Shadow Director.

Discovery Period

The period following the expiry of the Period of Insurance during which the Company or Insured Persons may first receive and be able to continue to notify Claims or circumstances likely to give rise to a Claim to Us.

Disqualification Proceedings

Proceedings commenced by pre-action protocol letter, summons, application or claim form against any Insured Person in their capacity as a Director or Officer of the Company under the Companies Act 2014 or any subsequent amendment or re-enactment or the equivalent in any other jurisdiction.

EEA

European Economic Area, for the avoidance of doubt, not including the United Kingdom.

Employee

- (1) Any natural person who was, is or becomes during the Period of Insurance under a contract of service or apprenticeship with the Company
- (2) Any natural person who was, is or becomes during the Period of Insurance
 - (a) self-employed
 - (b) a voluntary helper
 - (c) engaged under a work experience or training scheme
 - (d) seasonal or temporary staff
 - (e) agency staff
 - (f) any other third party for whom the Insured is legally responsible

while working under the Company's control in connection with the Business of the Company.

Employment Wrongful Act

Any error, misstatement, misleading statement, act, omission, neglect or breach of duty actually or allegedly committed or attempted by the Company or any Insured Person within the Territorial Limits in connection with any

- (1) wrongful, unlawful or unfair dismissal, discharge or termination of employment
- (2) breach of any written or oral employment contract
- (3) employment-related misrepresentation
- (4) violation of employment discrimination laws
- (5) wrongful failure to employ or promote
- (6) wrongful demotion
- (7) wrongful disciplinary action
- (8) wrongful deprivation of a career opportunity

- (9) failure to grant tenure
- (10) failure to adopt adequate workplace or employment policies and procedures
- (11) Retaliation
- (12) negligent evaluation of personal performance
- (13) employment-related invasion of privacy
- (14) employment-related breach of data protection legislation
- (15) employment-related humiliation or defamation
- (16) failure to provide accurate job references regarding any former, current or prospective Employee.

Excess

The first part of each and every payment in relation to a Claim or Loss which is payable by the Company or any Insured Person rather than Us. The amount of the Excess is stated in the Schedule.

Extended Reporting Period

The period following the expiry of the Period of Insurance during which the Company or Insured Persons may first receive and be able to continue to notify Claims or circumstances likely to give rise to a Claim to Us.

Extradition Proceedings

Proceedings brought against the Insured Person in their capacity as a Director, Officer or Member of the Company under the Extradition Act 1965, or any subsequent amendment or re-enactment, or equivalent in any other jurisdiction.

Formal Investigation

Any inquiry, hearing or investigation commenced by an Official Body to investigate the Business of the Company or an Insured Person in their capacity as a Director, Officer or Member of the Company.

Health and Safety Investigation

A formal enquiry into the conduct of the Company first instituted during the Period of Insurance and conducted by an enforcing authority under the Safety Health and Welfare at Work Act 2005 or any subsequent amendment or re-enactment or equivalent in any other jurisdiction

Insured Person

Any natural person who was, is or becomes during the Period of Insurance a Director, Officer, Member or trustee of the Company.

International Jurisdiction

Any jurisdiction other than the jurisdiction in which the policy is issued.

Legal Representation Expenses

Reasonable and necessary legal representation fees, costs, expenses and related professional charges incurred by an Insured Person.

Indemnity Limit (applicable to Directors and Officers Liability and Corporate Legal Liability covers only)

The maximum amount stated in the Schedule, which We will pay in respect of any one Claim (including claimant's costs and expenses and Defence Costs) first made during any one Period of Insurance for such Cover.

A separate Indemnity Limit applies to each Cover, where purchased. We have no liability in excess of this Indemnity Limit regardless of the number of Insured Persons or Companies.

Indemnity Limit (applicable to Employment Practices Liability cover only)

The maximum amount stated in the Schedule, which We will pay in respect of any one Claim (including claimant's costs and expenses and Defence Costs) and in total for all Claims first made during any one Period of Insurance for such Cover.

A separate Indemnity Limit applies to each Cover, where purchased. We have no liability in excess of this Indemnity Limit regardless of the number of Insured Persons or Companies or the number of Claims made during the Period of Insurance or Discovery Period.

Loss

- (1) Sums which any Insured Person or the Company is legally liable to pay in respect of any Claim including claimants costs and any damages awarded by a competent court or tribunal
- (2) Defence Costs
- (3) settlements, if concluded with Our prior written consent
- (4) additional costs and expenses for which cover is expressly extended under any Cover of this policy. This definition does not include
 - (1) criminal fines or penalties imposed by law
 - (2) non compensatory damages including punitive or exemplary damages (other than damages awarded for employment related defamation)
 - (3) civil fines or penalties imposed by law (other than as covered under Civil Fines and Penalties clause to Directors and Officers Liability Cover).

Manslaughter Proceedings

Criminal proceedings brought in respect of a charge or investigations connected with a charge of involuntary, constructive or gross negligence manslaughter.

Member

A member of a limited liability partnership formed under the Limited Partnership Act 1907 or any subsequent amendment or re-enactment.

Mitigation Costs

The reasonable costs and expenses incurred by any Insured Person in respect of any reasonable action taken to mitigate a Loss or potential Loss or Claim that would otherwise be the subject of indemnity under this policy.

Officer

Any

- (1) Employee of the Company whilst acting in a managerial or supervisory capacity
- (2) Employee of the Company who, whilst acting as an employee, is joined as a party to any action against any Insured Person.

This definition does not include any external auditor, liquidator, administrator, receiver or solicitor of the Company.

Official Body

Any government body, government agency, government department, regulator, disciplinary body, criminal authority, or other body legally empowered to investigate the affairs of the Company or an Insured Person.

Outside Entity

An entity other than the Company which is registered and domiciled within the Territorial Limits

- (1) in which the Company holds any issued share capital, or
- (2) which is a tax-exempt non-profit organisation, a tax-exempt trade association or a registered charity and
- (3) which has a positive net worth at the inception of this policy, unless listed by endorsement as an Outside Entity.

This definition does not include any Company

- (1) which is a financial institution or financial services company, or
- (2) has any of its securities or equity traded on a primary, secondary or other market.

Outside Entity Director

Any Insured Person who was, is or becomes during the Period of Insurance, at the Company's specific written request, a Director, Officer, Member, trustee or similar position of an Outside Entity.

Period of Insurance

From the effective date until the expiry date stated in the Schedule.

Pollution

Any contamination by naturally occurring or man-made substances, forces or organisms or any combination of them, whether permanent or transitory and however occurring.

Pre-Investigation

Any

- (1) raid or on-site visit by an Official Body which first occurs during the Period of Insurance involving the production, review, copying or confiscation of records, or the interview of any Insured Person
- (2) notification by way of self-reporting first made during the Period of Insurance by the Company or any Insured Person to an Official Body that such Insured Person is or may be in breach of legal or regulatory duty,
- (3) internal inquiry conducted by the Company if such inquiry is requested by an Official Body following such self-reporting notification.

Previous Policy

Your policy (including its schedule and endorsements) in force for the period of insurance immediately prior to the inception date of this Management Liability insurance.

Property Damage

The physical damage or destruction or loss of use of any tangible property.

Proposal

Any signed proposal form, renewal declaration, statement of fact and any additional information supplied by any Insured Person, the Company or on the Company's behalf.

Prosecution Costs

The reasonable and necessary costs and expenses incurred by an Insured Person to bring legal proceedings to obtain the discharge, delay or revocation of

- (1) a disqualification order of the Insured Person from holding office as a Director
- (2) an interim or interlocutory order
 - (a) confiscating, controlling, suspending or freezing rights of ownership or personal assets of the Insured Person
 - (b) imposing a charge over property or personal assets of the Insured Person,
 - (c) restricting the Insured Person's liberty
 - (d) deporting an Insured Person following revocation of their current and valid immigration status for any reason other than the Insured Person's conviction for a criminal offence.

Retaliation

An act carried out against an Employee relating to or alleged to be in response to whistle-blowing or on account of such Employee's exercise or attempted exercise of their legally protected rights.

Retired Insured Person

Insured Persons who have ceased to act in their insured capacity prior to the expiry of the Period of Insurance for reasons other than

- (1) disqualification, on grounds relating to fitness or propriety, from holding office or from managing a company
- (2) a Transaction having taken place.

Shadow Director

A shadow director, as defined in Section 221 of the Companies Act 2014 or any subsequent amendment or re-enactment or the equivalent in any other jurisdiction.

Subpoena

A subpoena or witness summons served on an Insured Person in his or her insured capacity, as a witness other than as a target of a Claim or investigation, seeking:

- (1) the production of information by that Insured Person (whether that information is contained, or alleged to be contained, in documents or any other medium); or
- (2) that Insured Person's attendance to give evidence as a witness, in relation to a Claim.

Subsidiary Company

Any organisation in which the Company directly or indirectly

- (1) holds more than 50% of the voting rights or
- (2) holds more than 50% of the issued share capital, or
- (3) has the right to appoint or remove a majority of the board of directors, or
- (4) has the right to receive at least 50% of the net profits.

Territorial Limits

Territories specified in the Schedule.

Transaction

The occurrence of any of the following events

- (1) the Company ceasing to trade, consolidating with or merging with another Company disposing of all or substantially all of its assets, or
- (2) any person or Company, whether individually or together with any other person or entity, acquiring an amount of share capital representing more than 50% of the voting rights for the election of Directors of the Company, or acquiring the voting rights
- (3) the Company making a private placement or public offering of its debt securities or equity securities on any security exchange.

United Kingdom

The United Kingdom (which for the purposes of this policy shall include the Isle of Man and the Channel Islands).

USA Claim

A Claim brought or maintained within the jurisdiction of, or based upon any laws of, the United States of America, its territories or possessions.

Insurer/We/Us/Our

IPB Insurance

Wrongful Act

Any

- (1) breach of duty including fiduciary or statutory duty
- (2) negligent act, error or omission
- (3) defamation committed in good faith
- (4) breach of warranty of authority

- (5) misstatement or misleading statement not made deliberately or recklessly
- (6) wrongful trading
- (7) Employment Wrongful Act

actually or allegedly committed or attempted by an Insured Person in their capacity as a Director, Officer or Member of the Company and arising from the Business within the Territorial Limits.

You/Your/Insured

The entity stated as Insured in the Schedule.

Cover

This Section consists of individual Covers. The Schedule confirms the Covers included and gives precise details of Your insurance protection.

Directors and Officers Liability Cover

Our total liability under this Directors and Officers Liability Cover (except under the clause for Additional Limits of Indemnity for Insured Persons and Non-Executive Directors) shall not exceed the Indemnity Limit. Any inner limits shown are part of and not in addition to the Indemnity Limit.

We shall not be liable for the Excess.

We will waive the Excess if a final adjudication or a complete and final settlement exonerates all Insured Persons involved in any Claim from liability and imposes no recourse.

Insured Person

We will indemnify or pay the loss of any Insured Person for Loss arising from a Claim as the result of a Wrongful Act, provided that

- (1) such Claim is first made during the Period of Insurance against such Insured Person and notified to Us in accordance with the Claims Conditions applicable to this Section and
- (2) such Loss is not recoverable by the Insured Person from the Company.

Company Reimbursement

In the event that the Company is required or permitted to indemnify an Insured Person, We will indemnify on the Company's behalf Loss arising from a Claim as the result of a Wrongful Act, provided that

- (1) such Claim is first made during the Period of Insurance against such Insured Person and notified to Us in accordance with the Claims Conditions and
- (2) such Loss is not recoverable by the Company from any other source, including but not limited to any more specifically relevant and collectable insurance policy.

Legal Representation Expenses

We will pay the Legal Representation Expenses, incurred with Our prior consent, of any Insured Person arising directly in relation to any

- (1) Formal Investigation, where an Insured Person is, during the Period of Insurance, in writing, first required to appear before, produce documents to, or identified as being the subject of, any examination, enquiry or investigation by an Official Body
- (2) Pre-Investigation

This cover does not apply to any routine regulatory, audit, compliance or internal review, inspection or examination.

Clauses for Directors and Officers Liability Cover

If any clause below refers to an amount payable being shown on the Schedule does not, in fact, appear on the Schedule then such clause is deemed not to apply.

Additional Limits of Indemnity for Insured Persons and Non-Executive Directors

- (1) We will provide an additional indemnity for Loss in respect of an Insured Person if the Indemnity Limit of this Cover is exhausted, provided that
 - (a) further liability shall only be for Loss covered under Directors and Officers Liability Cover, and
 - (b) We will not provide such indemnity until all other limits written specifically in excess of this Cover have been exhausted by payment of matters covered under such insurance.

The most We will pay under part (1) of this clause for all Insured Persons per Claim, which is in addition to the Indemnity Limit, is shown on the Schedule.

- (2) We will provide an additional indemnity for Defence Costs in respect of a non-executive director of the Company if the Indemnity Limit of this Cover for the Period of Insurance is exhausted, provided that
 - (a) further liability shall only be for Defence Costs covered under Directors and Officers Liability Cover, and

(b) We will not provide such indemnity until part (1) above has been exhausted.

The most We will pay under part (2) of this clause for all non-executive directors of the Company, which is in addition to the Indemnity Limit, is shown on the Schedule.

Bail Bond Costs

We will pay on behalf of any Insured Person, Bail Bond Costs incurred directly in connection with a Claim covered under this policy during the Period of Insurance.

The most We will pay under this clause is shown on the Schedule

Bodily Injury (including Manslaughter Proceedings) Defence Costs

We will pay Defence Costs arising from any Claim made directly against an Insured Person for Bodily Injury (including Manslaughter Proceedings) as the result of a Wrongful Act provided that such Claim is first made during the Period of Insurance and notified to Us in accordance with the Claims Conditions.

We will also pay on behalf of an Insured Person their costs, incurred with Our prior written consent, of obtaining separate legal advice on their involvement or implication in any internal or external investigation concerning, or proceedings against the Company for, Corporate Manslaughter.

Civil Fines and Penalties

We will pay, on behalf of any Insured Person, civil fines or penalties imposed by any Official Body, as a direct result of that Insured Person acting in their capacity as such, unless the civil fine or penalty is deemed uninsurable.

Court Attendance Costs

We will pay to the Insured €150 per day (or part thereof) per Insured Person if any such Insured Person is required to attend court or a Formal Investigation in connection with a Claim for which there is cover under this Section

Court Deprived Assets Additional Costs

Where during the Period of Insurance an Insured Person, in relation to a Claim covered under this Section, is the subject of an interlocutory or interim court order which controls, freezes, suspends, confiscates, or creates a charge over the real property or personal assets of such Insured Person, and provided any personal allowance ordered by the court in their respect has first been exhausted, We will pay the cost of the following for which such Insured Person is responsible direct to their provider

- (1) school fees
- (2) housing
- (3) supply of utilities
- (4) private insurances

for a period of 6 months from the relevant court order or until the date of its discharge whichever is the lesser period. The most we will pay under this clause is shown on the Schedule

Crisis Event and Reputation Protection Costs

We will pay reasonable and necessary costs and expenses incurred, with Our prior written consent, by the Insured Person to employ the services of an external public relations consultant, crisis management firm or law firm solely for guidance to minimise or limit negative publicity or media attention arising from a Crisis Event, provided that the Crisis Event may become the subject of a Claim under this Cover.

The most We will pay under this clause is shown on the Schedule

Data Confidentiality

We will indemnify or pay the loss of any Insured Person for Loss arising from any Claim as the result of a Wrongful Act connected to the use of data owned by the Company or for which the Company is legally responsible.

Defence Costs for Extradition, Deportation and Asset Protection

We will pay Defence Costs on behalf of any Insured Person to defend or seek the discharge or revocation of any court order made in proceedings commenced during the Period of Insurance, concerning

- (1) confiscation, assumption of ownership and control, suspension or freezing of the Insured Person's assets
- (2) charges over the Insured Person's real property or personal assets
- (3) temporary or permanent prohibition placed upon the Insured Person by reason of holding office or performing the function of Director or Officer of the Company
- (4) restriction of the Insured Person's liberty to a specified domestic residence or an official detention
- (5) deportation of the Insured Person following a court order revoking a valid current immigration status for reasons other than the criminal conviction of the Insured Person
- (6) an official request for, or warrant for arrest for the purpose of, extradition of the Insured Person.

For the purposes of this clause, where We have given Our prior written consent, the definition of Defence Costs shall be extended to include reasonable and necessary fees costs and expenses for

- a. accredited counsellors or tax advisors retained by any Insured Person in connection with Extradition Proceedings against that Insured Person
- b. public relations consultants retained by any Insured Person in connection with Extradition Proceedings against that Insured Person
- c. travel and accommodation costs (as agreed with Us) for the Insured Person, his/her lawful spouse or domestic partner and any children under the age of eighteen years of age for one return trip taken directly in connection with any extradition proceedings.

The most We will pay under this clause is shown on the Schedule.

Derivative Investigation Costs

We will pay the Derivative Investigation Costs of an Insured Person, incurred with Our prior written consent, arising from

- (1) a written demand by any shareholder of the Company upon the board of directors to commence a civil action on behalf of the Company against any Insured Person for committing an offence under the Companies Act 2014 or any similar law or regulation in any other jurisdiction
- (2) a derivative claim proceeding brought against an Insured Person on behalf of the Company by a shareholder where permitted .
- (3) any internal inquiry or investigation undertaken by You specifically and solely to determine how the Company should respond to a written derivative demand received by You or a derivative claim received by an Insured Person

Emergency Costs

If Our prior written consent to incurring Defence Costs, Legal Representation Expenses or Mitigation Costs cannot reasonably be obtained, We will provide retrospective approval for reasonable and necessary Defence Costs, Legal Representation Expenses or Mitigation Costs incurred during the period of 14 days only immediately following the date on which the Claim was first made or instituted.

The most We will pay under this clause is shown on the Schedule.

Management Buy-Out

If during the Period of Insurance an organisation ceases to be a Subsidiary Company as a result of a buy-out by existing management then the Directors and Officers Liability Cover shall extend to Wrongful Acts arising for a period of 30 days following the buy-out. This cover shall not apply where there is other insurance in place in respect of such Wrongful Acts.

Mitigation Costs

We will pay Mitigation Costs provided that

- (1) We give prior written consent to the incurrence of such costs and expenses
- (2) it is proved to Our satisfaction that the likely amount of the costs and expenses to be incurred will be less than any likely award of damages arising from the same potential Claim or (as applicable) any potential Loss.

Outside Directorships

We will indemnify or pay the loss of any Insured Person for Loss arising from a Claim as the result of a Wrongful Act while acting in their capacity as an Outside Entity Director, provided that

- (1) such Claim is first made during the Period of Insurance and notified to Us in accordance with the Claims Conditions
- (2) such Loss is not recoverable from any other source, including but not limited to
 - (a) any directors' and officers' insurance maintained by the Outside Entity, or
 - (b) any indemnification available from the Outside Entity
- (3) this Cover shall not extend to the Outside Entity itself or to any other director, officer or employee of the Outside Entity.

Personal Tax Liability

We will indemnify or pay the loss of any Insured Person for Loss arising from or in consequence of their personal liability for unpaid taxes where the Company has become insolvent. We will not provide indemnity where the personal liability arises from any Insured Person's wilful intent to breach statutory duties governing the payment of taxes.

The most We will pay under this clause is shown on the Schedule.

Property Damage Defence Costs

We will pay Defence Costs arising from any Claim made directly against an Insured Person for Property Damage as the result of a Wrongful Act provided that such Claim is first made during the Period of Insurance and notified to Us in accordance with the Claims Conditions.

Prosecution Costs

We will indemnify or pay the loss of any Insured Person for Prosecution Costs, where We have given our prior written consent, arising from a Claim or Formal Investigation.

Provided that a Senior Counsel (whose appointment is agreed with Us) advises that the case for incurring such costs has a reasonable prospect of success.

The most We will pay under this clause is shown on the Schedule.

Retired Insured Persons Cover

If this Directors and Officers Liability Cover is neither renewed nor replaced with similar cover Retired Insured Persons shall be entitled to an unlimited reporting period. This extended reporting period shall commence from the expiry date of the Period of Insurance and shall, for each Retired Insured Person, apply only to Wrongful Acts prior to the date on which that Retired Insured Person became a Retired Insured Person.

A Claim made during an extended reporting period shall be deemed to have been made during the Period of Insurance immediately preceding that extended reporting period. If any Company takes out any other insurance policy which affords cover similar to the extended reporting period described above, then the extended reporting period shall come to an end or, if not yet obtained, cease to be available.

Spouses, Heirs or Legal Representatives

In the event of an Insured Person's death, incapacity, insolvency or bankruptcy, We will indemnify or pay the loss of their lawful heirs, marital spouse, civil partner (as defined in the Civil Partnership and Certain Rights and Obligations of Cohabitants Act 2010 or any subsequent amendment or re-enactment), estate or legal representatives in respect of any legal liability which arises purely by reason of that lawful status for Loss arising from a Claim as the result of a Wrongful Act provided that

- (1) such Claim is first made during the Period of Insurance and notified to Us in accordance with the Claims Conditions, and
- (2) such Loss is not recoverable from the Company in which case cover under Company Reimbursement, will apply.

Subpoena Costs

We will indemnify or pay the loss of any Insured Person for reasonable legal representation fees and related professional charges which an Insured Person incurs personally, where We have given our prior written consent, in producing information sought by, or in attending to give evidence sought by, a Subpoena.

This cover does not include the remuneration or cost of time of an Insured Person nor internal corporate overheads.

Employment Practices Liability Cover

We will indemnify or pay the loss of the Company for Loss arising from any Claim first made during the Period of Insurance against the Company for any Employment Wrongful Act and notified to Us in accordance with the Claims Conditions.

Our total liability under this Employment Practices Liability Cover for all Claims made in any one Period of Insurance shall not exceed the Indemnity Limit.

We shall not be liable for the Excess.

We will waive the Excess if a final adjudication or a complete and final settlement exonerates the Company involved in such Claim from liability and imposes no recourse.

Clauses for Employment Practices Liability Cover

If any clause below refers to an amount payable being shown on the Schedule does not, in fact, appear on the Schedule then such clause is deemed not to apply.

Crisis Event and Reputation Protection Costs

We will pay reasonable and necessary costs and expenses incurred, with Our prior written consent, by the Company to employ the services of an external public relations consultant, crisis management firm or law firm solely for guidance to minimise or limit negative publicity or media attention arising from a Crisis Event, provided that the Crisis Event may become the subject of a Claim under this Cover.

The most We will pay under this clause is shown on the Schedule.

Disability Obligation Defence Costs

We will pay Defence Costs, on behalf of the Company in the investigation or defence of any Claim arising from an actual or alleged breach of legal obligation by the Company to make any reasonable adjustments to premises or working practices to meet the needs of a person with a disability.

Employee Payments Defence Costs

We will pay Defence Costs, on behalf of the Company in the investigation or defence of any Claim arising from any payment due to an Employee in accordance with

- (1) the contract of employment including
 - (a) compensation payable in respect of contractual or statutory notice periods and payments due on redundancy (however this clause does not apply to a Claim for Retaliation)
 - (b) the repayment of deductions wrongfully made from salary, wages or benefits or from any other form of payment due
- (2) any law or duty relating to any minimum wage legislation (however this clause does not apply to a Claim for Retaliation).

Employee Reinstatement Defence Costs

We will pay Defence Costs, on behalf of the Company in the investigation or defence of any Claim arising from a court or other order for the reinstatement of an Employee.

Injunctive and Non-Monetary Relief Defence Costs

We will pay Defence Costs, on behalf of the Company in the investigation or defence of any order for grant of or agreement to provide perpetual or interim injunctive relief or any non-monetary relief.

Training and Development Post-Judgement Costs

We will pay on behalf of the Company 50% (fifty per cent) of any reasonable costs and expenses incurred by it for the services of a training or educational consultancy, provided that

- (1) such costs and expenses are incurred with Our prior written consent and
- (2) the training development programme is required under a formal judgement against the Insured following a successful Claim having been made under this Cover.

The most We will pay under this clause is shown on the Schedule.

Corporate Legal Liability Cover

We will indemnify or pay the loss of the Company for Loss arising from any Claim first made during the Period of Insurance against the Company for any Company Wrongful Act and notified to Us in accordance with the Claims Conditions applicable to this Section

Our total liability under this Corporate Legal Liability Cover shall not exceed the Indemnity Limit. Any inner limits shown are part of and not in addition to the Indemnity Limit.

We shall not be liable for the Excess.

We will waive the Excess if a final adjudication or a complete and final settlement exonerates the Company involved in such Claim from liability and imposes no recourse.

Clauses for Corporate Legal Liability Cover

If any clause below refers to an amount payable being shown on the Schedule does not, in fact, appear on the Schedule then such clause is deemed not to apply.

Bodily Injury and Corporate Manslaughter Defence Costs

We will pay Defence Costs arising from a Claim for any Bodily Injury as the result of an Company Wrongful Act including proceedings for Corporate Manslaughter.

The most We will pay under this clause is shown on the Schedule.

This Cover will only apply in excess of any other more specifically relevant and collectable insurance and/or indemnification available from any other source.

Breach of Contract Defence Costs

We will pay Defence Costs arising from a Claim for a breach of contractual obligation or agreement. The most We will pay under this clause is shown on the Schedule.

Copyright Infringement Defence Costs

We will pay Defence Costs arising from a Claim for misappropriation, infringement or breach of copyright, patent, trademark, trade secret or intellectual property rights as a result of an Company Wrongful Act.

The most We will pay under this clause is shown on the Schedule.

Crisis Event and Reputation Protection Costs

We will pay reasonable and necessary costs and expenses incurred, with Our prior written consent, by the Company to employ the services of an external public relations consultant, crisis management firm, or law firm solely for guidance to minimise or limit negative publicity or media attention arising from a Crisis Event, provided that the Crisis Event may become the subject of a Claim under this Cover.

The most We will pay under this clause is shown on the Schedule.

Data Confidentiality

We will indemnify or pay the loss of the Company arising from any Claim as the result of an Company Wrongful Act arising from the use of data owned by the Company or for which the Company is legally responsible.

Health and Safety Investigation Costs

We will pay the Company for Defence Costs or Fees for Intervention (as defined by the Health and Safety Authority) incurred by them arising from the Company or any Company's representative's involvement in any Health and Safety Investigation first commenced during the Period of Insurance.

The most We will pay under this clause is shown on the Schedule.

Company Fraud Investigation Costs

If parties other than any Employee or person with the authorisation of the Company enter into agreements with any third party organisation fraudulently representing themselves as the Company then We will pay any reasonable and necessary fees, costs and expenses incurred by the Company in establishing that such fraudulent misrepresentation has occurred should the third party organisation seek to enforce such agreements against the Company.

The most We will pay under this clause is shown on the Schedule.

Kidnap Event Crisis Expenses

We will pay reasonable and necessary costs and expenses incurred, with Our prior written consent, by the Company to employ the services of an external public relations consultant, crisis management firm or law firm solely for guidance to minimise or limit negative publicity or media attention arising from the unlawful kidnap of an Insured Person in the course of their employment with the Company. Such costs and expenses do not include amounts for any ransom, hostage negotiation or similar.

The most We will pay under this clause is shown on the Schedule.

We will not pay any costs and expenses arising from a kidnap event occurring in any of the following countries: Brazil, Columbia, Ecuador, Georgia, Haiti, Iran, Iraq, Israel, Lebanon, Mexico, Nigeria, Pakistan, Philippines, Russia, Somalia, Syria, Ivory Coast, Venezuela.

Pensions and Employee Benefit Schemes

We will indemnify or pay the loss of the Company for Loss arising from a Claim as the result of an Company Wrongful Act in connection with the Company's operation or administration of a Benefit Scheme. Provided that the cover provided by this clause only operates where the Company does not hold any valid directors and officers or pension trustee insurance for such Benefit Scheme.

We will not pay for any Loss

- (1) resulting from the Company's failure to contribute to any Benefit Scheme
- (2) arising from any defined benefit pension scheme or breach of legislation or regulation relating to any defined benefit pension scheme. The most We will pay under this clause is shown on the Schedule.

Pollution Defence Costs

We will pay Defence Costs arising from a Claim for Pollution resulting from a Company Wrongful Act. The most We will pay under this clause is shown on the Schedule.

Regulatory Mitigation Costs

We will pay on behalf of the Company the costs and expenses reasonably incurred where the Company self-reports to a regulatory body to reduce or avoid any potential fine or penalty that would otherwise follow from any Formal Investigation.

Shareholder Costs

We will indemnify the Company for costs and expenses reasonably incurred by a shareholder in pursuing a Claim in the name of the Company against an Insured Person where the Company is legally liable to pay such costs in accordance with an order of any court.

Provided that such

- (1) Claim by the shareholder was first made during the Period of Insurance
- (2) costs and expenses incurred by a shareholder under this clause shall be considered as Loss for the purposes of applying any limits or exceptions

Additional Clauses applicable to all Covers under Section 13. Management Liability**First Period of Insurance Cover Match Extension**

- (1) In respect of any Claim notified to Us where this Management Liability insurance is not as broad as or does not provide as high a limit(s) as Your Previous Policy, We will at Your request indemnify or pay the loss of You to the same extent as the insurance which would have been provided by Your Previous Policy subject otherwise to the Exceptions stated below.

This clause will only apply

- (a) where You supply Us with a copy of the Previous Policy when first making a Claim under this clause
- (b) for a period of 12 months following first inception of this Management Liability insurance.
- (2) Our total liability under this clause for the Company and all Insured Persons, which is in addition to the Indemnity Limit and in the aggregate during the Period of Insurance, is stated in the Schedule.

Exceptions to this extension

We will not indemnify or pay the loss of You under this clause in respect of

- (a) any differences in cover between the Previous Policy and this Management Liability insurance which exist because You have requested Us to change, delete or reduce cover or any limits
- (b) any cover We have agreed with You will not be carried through from the Previous Policy and of which We advised You prior to and/or at inception of this Management Liability insurance
- (c) any differences between this Management Liability insurance and the Previous Policy, which You are notified of by Us at inception and which arise as a result of any change in legislation, tax, reinsurance, or insurance industry market practice which has a material effect upon this Management Liability insurance
- (d) any cover in respect of motor vehicles, trailers or plant in circumstances where compulsory insurance or security is required by any road traffic legislation other than as described in this Management Liability insurance
- (e) any extension or enhancement applied by endorsement to the Previous Policy unless We expressly agree to include within the terms of

this clause at inception.

- (f) any cover which is normally provided by a separate policy other than Directors and Officers Liability, Employment Practices Liability or Corporate Legal Liability.

Claims Conditions applicable to Section 13. Management Liability only

Important Notice

If, in relation to any Claim, the Company or any Insured Person fails to fulfil or observe the requirements imposed upon it by any of the Claims Conditions, other than Claims Notification (2), the Company or any Insured Person will lose their right to indemnity or payment for that Claim.

Claims Notification

If during the Period of Insurance, or any applicable Discovery Period or Extended Reporting Period, and irrespective of the effect of any applicable Excess, the Company or any Insured Person

- (1) receives any Claim or notice of intention to make a Claim, the Company shall give written notice to Us as soon as practicable
- (2) becomes aware of any circumstance that might give rise to a Claim, the Company shall give written notice to Us of such circumstance as soon as practicable. Any Claim subsequently arising from any circumstance notified to Us shall be deemed to have first been made during the Period of Insurance in which the notice of such circumstance was first received by Us
- (3) has a reasonable cause for suspicion of any dishonesty or fraud on the part of any Insured Person, whether giving rise to a Claim or not, the Company shall give written notice to Us of such discovery as soon as practicable

provided always that any such written notice above must be received by Us during the Period of Insurance or within 30 days of the expiry of the Period of Insurance or within any applicable Discovery Period or Extended Reporting Period.

Admission of Liability

In the event of a Claim or the discovery of a circumstance that might give rise to a Claim, the Company or any Insured Person must not admit liability for or settle or attempt to settle any Claim, or incur any related costs or expenses, without Our prior written consent

Claims Control and Subrogation

In the event of a Claim or the discovery of a circumstance that might give rise to a Claim, We may take over and conduct in the name of the Insured Person or the Company the investigation, defence or settlement of any such Claim or the investigation of any such circumstance.

We shall not settle without the consent, not to be unreasonably withheld, of the Insured Person or the Company. If however the Insured Person or the Company shall refuse to consent to any settlement recommended by Us, then Our liability for such Claim (including Defence Costs) shall not exceed the amount for which the Claim could have been settled inclusive of Defence Costs, up to the date of such refusal and then only up to the Indemnity Limit stated in the Schedule.

If We do take over and conduct the investigation, defence or settlement of any such Claim or the investigation of any such circumstance, the Company or any Insured Person shall give Us all such information and assistance as We may reasonably require and that is in the Company's or any Insured Person's power to provide.

Without prejudice to the generality of the above, this duty to assist Us includes

- (1) providing all such information, assistance, signed statements as may be required to facilitate compliance with any civil procedure rules, practice directions and pre-action protocols as may be issued
- (2) allowing Us to present the best possible defence of a Claim within the time constraints available
- (3) ensuring ready access to all and any information that We may require in the defence of a Claim or investigation of a Loss
- (4) ensuring the payment, on demand, of the Excess in conjunction with the terms of any settlement agreed by Us.

We retain all rights of recovery available to the Company or any Insured Person in respect of any payment which may be made under this policy, and shall be entitled to prosecute any party, for Our benefit, in the name of the Company or any Insured Person, in respect of such payment.

If a Claim or circumstance is made against both the Company and an Insured Person, We shall only pay such proportion of any Loss and/or any reasonable Defence Costs and/or expenses incurred by the Insured Person and/or Company with Our prior written consent.

The Company or any Insured Person shall refund any Defence Costs and/or expenses paid by Us if it is later established by Us that the Company or any Insured Person is not entitled, for any reason, to an indemnity under the policy.

Originating Cause

All Claims or Losses arising directly or indirectly from or attributable to one source or originating cause shall be treated for the purposes of the Indemnity Limit as a single Claim or Loss and shall be deemed to have been first made and reported at the date of the first of such related matters.

General Conditions applicable to Section 13. Management Liability only

Acquisition, Creation or Disposal of Another Company

We will automatically extend the indemnity available under this policy where the Company establishes or acquires a new Subsidiary Company

during the Period of Insurance, provided that the newly established or acquired Subsidiary Company

- (1) is only registered or only has any employees, operations or assets, within Ireland, EEA, the United Kingdom, or any other territory where the Company already holds such registration or has employees, operations or assets, and
- (2) is not quoted on any stock exchange, and
- (3) does not have gross consolidated assets in excess of 30% of the gross consolidated assets of the Company as declared in its last audited accounts

Unless automatic coverage applies, as set out above, the Company must

- (1) give Us written notice of any such events as soon as practicable, together with such additional information as We may require, and
- (2) accept any notified alteration to the terms of this policy and
- (3) pay any additional premium required by Us.

Unless otherwise agreed, We will only provide indemnity for Loss in respect of a Wrongful Act committed after the date the new or additional Subsidiary Company was established or acquired by the Company.

In the event of the sale of a Subsidiary Company during the Period of Insurance, We will continue to provide an indemnity for Loss in respect of such Subsidiary Company but only in respect of any Wrongful Act committed prior to the date of sale.

Authorisation

You shall act on behalf of any Company or any Insured Person or any other persons who may be entitled to indemnity under this Section in respect of

- (1) notification of any Claims in accordance with the Claims Conditions
- (2) payment of premiums or the receiving of any return premiums that may become due under this Section
- (3) negotiation, agreement to and acceptance of renewal terms and endorsements applying to this Section.

Cancellation

This Management Liability insurance may not be cancelled except for non-payment of the premium by the Insured.

Where the premium is due in a single payment and has not been paid by the due date, We will cancel this insurance with effect from the effective date of the Period of Insurance. Such cancellation will be confirmed in writing by Us to Your last known address.

Where the premium is payable by an instalment agreement with Us and there is a default under such instalment agreement, We may cancel this insurance by providing notice in writing to You at Your last known address. In such case, cover will end with effect from the beginning of the period in respect of which the instalment has not been paid.

Change of Control

If during the Period of Insurance, in respect of any Company

- (a) an offer is made, and declared or made unconditional, for the whole, or a controlling interest in the issued share capital of the Company, or
- (b) there is a change in ownership of the controlling interest of the share capital of the Company, or
- (c) a person or persons acting in concert acquires a majority of the voting rights to appoint or remove Directors of the Company
- (d) (the Company being a limited liability partnership) there is a change in the Members of the Company that results in more than 50% (fifty per cent) of the Members being persons who were not Members at the start of the Period of Insurance

We will only provide indemnity in respect of any Wrongful Act committed prior to the date such offer was declared or made unconditional or the change of ownership or change of Members became effective or the majority of the voting rights were acquired.

Additional provisions apply as detailed in the Management Buy-Out clause for Directors and Officers Liability cover. An Extended Reporting Period is available as detailed below.

Discovery Period

If this insurance is not renewed by either You or Us at the end of the Period of Insurance and no similar insurance policy is effected elsewhere, You have a 90 day Discovery Period commencing immediately following the date of expiry but only in relation to Wrongful Acts committed during the Period of Insurance. Such Claims and circumstances notified to Us during the Discovery Period are deemed to have been made during the Period of Insurance.

If You elect to purchase an Extended Reporting Period then the Discovery Period shall be part of and not in addition to the Extended Reporting Period.

No Discovery Period will be available following cancellation of this insurance in accordance with the provisions of the Cancellation Condition.

Dispute Resolution

Any dispute arising out of or in connection with this insurance, including any dispute as to the validity, existence or termination of the policy, shall be referred to arbitration before a sole arbitrator to be mutually agreed upon by,

- (1) as regards any dispute relating to Directors and Officers Liability Cover, the Insured Person concerned
- (2) as regards any dispute relating to Corporate Legal Liability Cover or Employment Practices Liability Cover, the Company concerned and Us within 14 days, failing which the matter shall be referred to arbitration before a sole arbitrator in Dublin, who shall be an experienced member

of the Irish Bar, to be mutually agreed upon by Us within 14 days, failing which the appointment to be made by the Chairman of the Bar Council of Ireland whose decision shall be final and binding on both parties.

The arbitration shall be determined in accordance with the Chartered Institute of Arbitrators (CIArb) – Ireland Branch Rules in force at the time of the referral. The seat of the arbitration shall be Dublin and the arbitral procedure shall be governed by the law of Ireland. The arbitrator may at their sole discretion make such orders and directions as they consider to be necessary for the final determination of the matter in dispute and shall have the widest discretion permitted under the law governing the arbitral procedure when making such orders or directions.

In the event of any dispute concerning Our liability to provide cover (including without limitation a dispute as to the policy year under which any Claim or circumstance might fall to be dealt with between any insurer(s) subscribing to the policy corresponding to this policy in respect of a previous period of insurance), We will advance Defence Costs in accordance with the terms and conditions of this policy pending resolution of any such dispute. You must repay us on demand all monies which We have paid to You or to others under this condition, to the extent that any dispute concerning Our liability to provide cover is resolved in Our favour.

Extended Reporting Period

If this insurance is not renewed at the end of the Period of Insurance and no similar insurance policy is effected elsewhere, You are entitled to purchase an Extended Reporting Period on the terms set out below

- (a) 12 months for 100% of the last annual premium payable for this insurance

Or for such longer period that We agree to and at such terms as We shall require.

The application to purchase any Extended Reporting Period must be made and the premium paid to Us (such premium being non-refundable) within 90 days of the expiry of the Period of Insurance. Cover for this Extended Reporting Period will only apply to Wrongful Acts committed prior to the expiry of the Period of Insurance.

If a Transaction takes place, the Company is not entitled to purchase an Extended Reporting Period on the terms as set out above. However the Company will have the right within 30 days of the expiry of the Period of Insurance to request an offer from Us of an Extended Reporting Period policy of up to 72 months. We may offer cover on such terms as We may reasonably consider appropriate.

A Claim made during an Extended Reporting Period shall be deemed to have been made during the Period of Insurance immediately preceding that Extended Reporting Period. If any Company takes out any other insurance policy which affords cover similar to the Extended Reporting Period described above, then the Extended Reporting Period shall come to an end or, if not yet obtained, cease to be available.

No Extended Reporting Period will be available following cancellation of the policy in accordance with the provisions of the Cancellation, Fraud or Non-Disclosure, Misrepresentation or Misdescription Conditions.

Fraud

If a claim made by You or anyone acting on Your behalf is fraudulent or fraudulently exaggerated or supported by a false statement or fraudulent means or fraudulent evidence is provided to support the claim, We may:

- (1) refuse to pay the claim,
- (2) recover from You any sums paid by Us in respect of the claim,
- (3) by notice to You cancel the policy with effect from the date of the fraudulent act without any return of premium.

If We cancel the insurance under (3) above, then We may refuse to provide cover after the time of the fraudulent act. This will not affect any liability We may have in respect of the provision of cover before the time of the fraudulent act.

If this insurance provides cover to any party other than You and a claim made by such party or anyone acting on their behalf is fraudulent or fraudulently exaggerated or supported by a false statement or fraudulent means or fraudulent evidence is provided to support the claim, We may:

- (1) refuse to pay the claim,
- (2) recover any sums paid by Us in respect of the claim (from You or such party depending on who received the sums or who benefited from the cover provided),
- (3) by notice to You and such party cancel the cover provided for such party with effect from the date of the fraudulent act without any return of premium in respect of such cover.

If We cancel a party's cover under (3) above, then We may refuse to provide cover after the time of the fraudulent act. This will not affect any liability We may have under such cover occurring before the time of the fraudulent act.

Non Avoidance

This policy is not avoidable or rescindable in whole or in part with respect to any Insured Person and We shall have no other remedy, with respect to misrepresentation or non-disclosure before the inception of this insurance by and Insured Person in connection with this insurance, except with respect to any fraudulent non-disclosure or fraudulent misrepresentation, where established by final adjudication of a judicial or arbitral tribunal, or any formal written admission by or on behalf of any Insured Person.

Other Insurances

If an Insured Person or the Company is, or would be, but for the existence of this insurance, entitled to indemnity under any other more specifically relevant and collectable insurance policy in respect of any Claim or Loss, We shall not be liable for any Loss except in respect of any amount in

excess of that which would have been payable under such insurance had this insurance not been effected.

Where an Outside Entity may provide indemnity and/or has its own relevant and collectable insurance for the benefit of any Insured Person, We will only be liable under this insurance in excess of such other indemnity or insurance.

Sanctions

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

Severability of Exceptions

For the purposes of determining whether an exception applies, no fact pertaining to the conduct of any Insured Person or Company shall be imputed to any other Insured Person or Company.

Severability of Interest

If this policy covers more than one party each operating as a separate and distinct Company, this policy shall apply in the same manner and extent to each as if they were separately and individually insured.

Provided that for the purposes of the Indemnity Limit and/or any amount payable stated in the Schedule or elsewhere in this insurance (as the case may be), all of the parties insured under this policy shall be treated as one party so that there shall be a single contract of insurance between

- (1) IPB Insurance as
one party
- (2) The Insured and each Subsidiary Company as the other party.

Severability of Proposal

The Proposal will be construed as a separate proposal for coverage by each Insured Person and Company. Nothing in the Proposal, or anything known or done by any Insured Person, shall be imputed to any other Insured Person in determining any right or obligation under this policy. The Non-Disclosure, Misrepresentation or Misdescription condition shall be subject to this condition.

Only the knowledge or information possessed by the past, present or future Chairman, Chief Executive Officer, Chief Financial Officer, Chief Operating Officer or General Counsel (or equivalent in any jurisdiction) of the Company will be imputed to the Company.

Exceptions - Applicable to all Covers under the Management Liability policy

We will not indemnify or pay the loss of an Insured Person or the Company for, or make any other payment in respect of, Loss arising from

Conduct

any Claim arising directly or indirectly from or in consequence of or in any way relating to

- (1) any dishonest or fraudulent act or omission or deliberate breach of any statute or regulation by any Insured Person, any Company or any Outside Entity
- (2) any Insured Person, any Company or any Outside Entity having gained directly, or for any other party, any profit, remuneration or advantage to which they were not legally entitled

if either admitted in writing or established by a court judgement or other final adjudication.

Prior Claims and Circumstances

any Claim or circumstance that might give rise to a Claim

- (1) which has been notified to and accepted under any other insurance attaching prior to the inception of any operative Cover or
- (2) against an Insured Person which such Insured Person should after reasonable enquiry have been aware of prior to the inception of Directors and Officers Liability Cover or
- (3) against the Company which the Company should after reasonable enquiry have been aware of prior to the inception of Employment Practices Liability or Corporate Legal Liability Covers.

Prior or Pending Proceedings or Investigations

any Claim arising directly or indirectly from or in consequence of or in any way relating to any administrative, civil, criminal or regulatory proceedings or investigations which have been issued or commenced prior to, or which are pending at, the Prior and Pending Litigation Date stated in the Schedule applicable to the relevant Cover, or which is based on the same or essentially the same facts as alleged in any such Claim

Property Damage

any Claim for Property Damage except for Defence Costs of an Insured Person covered under the Property Damage Defence Costs clause applying to Directors and Officers Liability Cover.

Public Share Offering in the USA or Canada

any Claim or Loss arising directly or indirectly from or in consequence of or in any way relating to any actual or proposed offering to the public of

the share capital of the Company made in the United States of America, its territories or possessions or Canada except where We have agreed separately and in writing to extend cover in this regard and subject to prior payment of any additional premium and prior acceptance of any amended or additional terms and conditions We may require, by You.

Territorial Limits

any Claim or Loss arising directly or indirectly from or in consequence of or in any way relating to the Business in countries outside the Territorial Limits.

USA Claims brought by any Company

any USA Claim which is brought by or on behalf of any Company against any Company or Insured Person, or by any Outside Entity against any Outside Entity Director.

This Exception shall not apply to

- (1) Any USA Claim against any Insured Person
 - (a) Pursued by any security holder or member of any Company or Outside Entity whether directly or derivatively, or pursued as a class action, and that has not been solicited or brought with the voluntary intervention, assistance or active participation of any Insured Person or Company, other than an Insured Person engaged in 'whistle-blower' activity protected pursuant to Sarbanes-Oxley Act of 2002 (US) or similar legislation
 - (b) If the Company or Outside Entity is the subject of a bankruptcy case (or the equivalent in International Jurisdiction), brought by the liquidator, receiver or administrative receiver provided that such Claim is not solicited or assisted by any Insured Person
- (2) Defence Costs of an Insured Person.

Exceptions to Directors and Officers Liability Cover

We will not indemnify or pay the loss of an Insured Person or the Company for, or make any other payment in respect of, Loss arising from

Bodily Injury

any Claim for Bodily Injury except for Defence Costs covered under the Bodily Injury (including Manslaughter Proceedings) Defence Costs clause or any Claim for emotional distress in connection with an Employment Wrongful Act.

Pollution

any liabilities arising directly or indirectly from or in consequence of or in any way relating to Pollution clean-up, removal, containment or treatment costs.

Professional Services and Advice

any Claim for the provision of, or failure to provide, professional service or professional advice or a breach of any contract for the provision of professional services or professional advice, unless arising from a failure to provide supervision.

Exceptions to Employment Practices Liability Cover

We will not indemnify or pay the loss of the Company for, or make any other payment in respect of, Loss arising from

Company and Employee Benefit Claims

any Claim arising directly or indirectly from or in consequence of or in any way relating to any

- (1) Benefit Scheme
- (2) activities of any corporate pension trustee company.

Disability Obligation

any Claim arising directly or indirectly from or in consequence of or in any way relating to an actual or alleged breach of legal obligation by the Company to make any reasonable adjustments to premises or working practices to meet the needs of a person with a disability, other than as provided under the Disability Obligation Defence Costs clause

Employee Payments

any Claim arising directly or indirectly from or in consequence of or in any way relating to any payment due to an Employee in accordance with

- (1) the contract of employment including
 - (a) compensation payable in respect of contractual or statutory notice periods and payments due on redundancy (however this exception does not apply to a Claim for Retaliation)
 - (b) the repayment of deductions wrongfully made from salary, wages or benefits or from any other form of payment due
- (a) any law or duty relating to any minimum wage legislation (however this exception does not apply to a Claim for Retaliation) other than as provided under the Employee Payments Defence Costs clause.

Employee Reinstatement

the cost of complying or refusing to comply with a court or other order for the reinstatement of an Employee, other than as provided under the

Employee Reinstatement Defence Costs clause.

Injunctive and Non-Monetary Relief

the cost of compliance or non-compliance with any order for, grant of or agreement to provide perpetual or interim injunctive relief or any non-monetary relief, other than as provided under the Injunctive and Non-Monetary Relief Defence Costs clause.

Insurance Obligation

any Claim arising directly or indirectly from or in consequence of or in any way relating to an actual or alleged breach of legal obligation to obtain or maintain insurance or any legal obligation to obtain or maintain insurance relating to any legally required sickness, healthcare, disability, pension, benefit or national insurance system (however this exception will not apply to a Claim for Retaliation).

Strikes and Trade Union Activity

any Claim arising directly or indirectly from or in consequence of or in any way relating to strikes, lockouts, collective bargaining agreements or involvement in other trade union activities (however this exception will not apply to a Claim for Retaliation).

Exceptions to Corporate Legal Liability Cover

We will not indemnify or pay the loss of the Company for, or make any other payment in respect of, Loss arising from

Bodily Injury

any Claim for Bodily Injury except for Defence Costs covered under the Bodily Injury and Corporate Manslaughter Defence Costs clause.

Breach of Contract

any Claim arising directly or indirectly from or in consequence of or in any way relating to any actual or alleged breach of contractual obligation except for Defence Costs covered under the Breach of Contract Defence Costs clause.

Competition and Trade Interference

any Claim arising directly or indirectly from or in consequence of or in any way relating to a breach of law or regulation or other legal obligation concerning competition or for interference with trade.

Employment Practices Liability

any Claim arising directly or indirectly from or as a consequence of or in any way relating to any Employment Wrongful Act.

Insured Person and Company Claims

any Claim arising directly or indirectly from or in consequence of or in any way brought by the Company or any Insured Person.

Intellectual Property and Confidentiality

any Claim arising directly or indirectly from or in consequence of or in any way relating to any misappropriation, infringement or breach of copyright, patent, trademark, trade secret, misuse of confidential information, the tort of passing-off or intellectual property rights except for Defence Costs covered under the Copyright Infringement Defence Costs clause.

Pollution

any Claim arising directly or indirectly from or in consequence of or in any way relating to Pollution, except for Defence Costs under the Pollution Defence Costs clause.

Professional Services and Advice

any Claim for the provision of, or failure to provide, professional service or professional advice or a breach of any contract for the provision of professional services or professional advice

Tax

any Claim for direct or indirect tax obligations.

Additional Information

Data Protection Policy

IPB Insurance is committed to protecting your personal information. IPB is a data controller and is required to comply with the Data Protection Acts 1988-2018 and the General Data Protection Regulation. The information that you provide ('data') will be used for the administration of your policy and/or any claims made on the policy. Data is at all times treated as confidential and the appropriate measures are taken to ensure it is secure. A copy of our Data Protection Notice can be found on our website www.ipb.ie.

The notice explains why we collect and use your data, who we share your data with, your data protection rights, how long we retain your data for, where your data is located and what to do if you have any data protection complaints. If you would like to receive a written copy of the Data Protection Notice you can email dpo@ipb.ie or write to

Data Protection Officer,
IPB Insurance, I
Grand Canal Square,
Grand Canal Harbour,
Dublin
D02 P820.

Complaints Procedure

It is important to us that you receive the highest level of service at all times, and we hope that you never have to complain. However, if for any reason you need to contact us on a service matter, we do wish to hear from you. It is our policy to deal with all complaints fairly and efficiently. Therefore, if you have a complaint please contact the

Complaints Officer,
IPB Insurance,
I Grand Canal Square,
Grand Canal Harbour,
Dublin
D02 P820.

Telephone: +353 1 639 5500; or
email complaints@ipb.ie

We will acknowledge all written complaints in writing within 5 business days of receipt and will advise you who is dealing with the complaint until it is resolved or cannot be processed any further. Details of all verbal complaints are recorded in writing. Upon receipt of a verbal complaint, we will offer you an opportunity to have your complaint treated as a written complaint.

Our aim is to resolve any complaint as quickly as possible. You will receive a regular written update on the progress of the investigation at intervals of not greater than 20 business days. If your complaint is not resolved within 40 business days, we will inform you of the anticipated time frame in which we hope to resolve the complaint and advise you of your right to refer the matter to the

Financial Services and Pensions Ombudsman
Lincoln House
Lincoln Place
Dublin
D02 VH29.

Telephone: +35 1 567 7000
www.fspo.ie

